



Sachse, Texas

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

Meeting Agenda City Council

Monday, May 7, 2012

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, May 7, 2012, 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.

[12-0826](#)

Consider approval of the minutes of the April 16, 2012 regular meeting.

Executive Summary

Minutes of the last regular Council meeting.

Attachments: [Min.4.16.12.pdf](#)

[12-0850](#)

Consider acceptance of the City Quarterly Budget and Investment Report as presented for the 2nd quarter period ending 3/31/2012.

Executive Summary

Cash on hand at 3/31/2012 was \$32,600,498 in all funds, of this amount \$27,600,498 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest

rate/yield on all investments was .27%, and investment earnings totaled \$18,954.

General Fund revenues are at 75% of budget and expenditures are at 48% as of 3/31/2012. Utility Fund revenues are at 42% of budget and expenditures are at 51%. The year-to-date budget status for both funds is typical for this point in the fiscal year.

Attachments: [Memo-Budget Report 3-31-2012.pdf](#)
[2nd Quarter Budget Report 3-31-2012.pdf](#)
[Memo Investment Report 3312012.pdf](#)
[2nd Quarter Investment Report 3-31-2012.pdf](#)

12-0832

Consider a resolution approving a First Amendment to the Construction Escrow Agreement for the installation of the public infrastructure for Woodbridge Commons, Phase 2 (Wal-Mart Development).

Executive Summary

A Construction Escrow Agreement was approved by the City Council, the developer, and Wal-Mart for the installation of the public infrastructure for the Woodbridge Commons, Phase 2 development, which includes the construction of Woodbridge Parkway north of State Highway 78 and across the Kansas City Southern (KCS) Railroad to Cody Lane. The existing agreement needs to be revised to allow the developer to draw funds from the escrow account for the cost to install the KCS Railroad crossing prior to construction so the funds can be transferred to the City. In turn, the City will enter into an agreement with KCS Railroad and pay KCS Railroad to construct the railroad crossing.

Attachments: [Sachse Resolution for Escrow Amendment 1](#)
[Attachment 1 - Project Map](#)
[Attachment 2 -Executed Copy of Construction Escrow Agreement City of Sachse](#)
[Exhibit A.pdf](#)

12-0846

Consider a resolution to approve an Interlocal Agreement by and between the City of Sachse and Dallas County for the purpose of installing a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street.

Executive Summary

The City plans to install a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street as shown in the City's Capital Improvement Plan (CIP). Dallas County partners with cities for

transportation related projects and has verbally agreed to fund 50% of the installation cost. This item is to approve an Interlocal Agreement with Dallas County for funding their contribution to the project, which totals \$123,075.

Attachments: [presentation Sachse - Miles traffic signal ILA](#)
[RESOLUTION for ILA with Dallas County for Sachse-Miles Signal](#)
[Exhibit A](#)

12-0845

Consider a resolution to approve an Interlocal Agreement by and between the City of Sachse and Dallas County for the purpose of reconstructing Merritt Road from Sachse Road to approximately 300 feet north of Pleasant Valley Road.

Executive Summary

The City plans to reconstruct Merritt Road from Sachse Road to approximately 300 feet north of Pleasant Valley Road as shown in the City's Capital Improvement Plan (CIP). Dallas County partners with cities for reconstructing roadways and has agreed to fund 50% of the reconstruction cost. This item is to approve an Interlocal Agreement with Dallas County for funding their contribution to the project, which totals \$250,000.

Attachments: [Attachment 1 - Project Map](#)
[RESOLUTION for Merritt ILA with Dallas County](#)
[Presentation Merritt Road ILA](#)
[Exhibit A](#)

2. MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS, CURRENT ACTIVITIES, AND LOCAL ACHIEVEMENTS.**12-0827**

Proclamation recognizing the Sachse High School Girls Soccer Team successful season.

Executive Summary

Sachse High School Girls Soccer team was a regional finalist.

Attachments: [SHS Soccer.pdf](#)

12-0830

Recognize Janet Kendrick for Retirement

Executive Summary

After almost 20 years with The City of Sachse Janet Kendrick, Utility Billing Supervisor is retiring.

Attachments: [JK Retirement](#)

12-0829 Staff Briefing: Human Resources*Executive Summary*

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the Human Resources Department will brief the council.

Attachments: [Human Resources Update](#)

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.

12-0777 Conduct a public hearing and consider approval of the application of Jackson Meadows Partners, LP, for an Amending Plat for Jackson Hills Phase 3A-1, being 55 single-family residential lots, 2 HOA Common Area lots and 1 lot for future development on approximately 33.127 acres, located generally on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Executive Summary

The applicant is requesting to subdivide an approximately 33.127-acre tract to consist of 55 single-family residential lots, 2 HOA Common Area lots and 1 lot for future development generally located on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Attachments: [Amending Plat JacksonHills3A-1-sheet1of2 - final041012.pdf](#)
[Amending Plat JacksonHills3A-1-sheet2of2 - final041012.pdf](#)
[AERIAL MAP-JACKSON HILLS PH3A1 PLAT.pdf](#)
[ZONING MAP-JACKSON HILLS PH3A1 PLAT.pdf](#)
[PlatApplication - JH3A-1.pdf](#)
[Standard Conditions for Final Plat.pdf](#)

12-0848 Conduct a Public Hearing and consider a resolution authorizing submittal of projects to Dallas County for proposed Community Development Block Grant program funding for Fiscal Year 2012-2013.

Executive Summary

Dallas County distributes federal funding from the Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) program for use in areas of low to moderate income households for public infrastructure improvements. A public hearing is required to be conducted and the City Council must authorize submittal of the projects to Dallas County each year for consideration for funding.

Attachments: [ATTACHMENT 1 – PROJECT MAP RESOLUTION for CDBG submittal](#)
[Attachment 2](#)
[2013 CDBG projects.pdf](#)

12-0854

Consider a resolution of the City Council of the City of Sachse, Texas, denying Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change and requiring the company to reimburse the city's reasonable ratemaking expenses.

Executive Summary

The City of Sachse, along with over 150 other cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC" or "Steering Committee"). On or about January 31, 2012, Atmos Mid-Tex filed with the City a Statement of Intent to increase rates within the City.

At the February 20, 2012 City Council meeting, the City Council passed a suspension resolution suspending the effective date of the Company's proposed March 6, 2012 effective date for the rate increase. Since that time, the ACSC has been negotiating with Atmos Mid-Tex to find a suitable rate. An agreement has not been reached. The purpose of this item is to consider a resolution denying Atmos Mid-Tex's proposed rate increase pending further settlement discussions and to prevent the Company's proposed rate increase from automatically taking effect on June 11, 2012.

Attachments: [Atmos Denial Request Transmittal](#)
[Atmos Suspension Coversheet 2-20-2012](#)
[Exhibit A Committee Recommendations](#)
[Atmos Denial Resolution](#)

12-0831

Consider a Resolution regarding an incentive policy for business recruitment.

Executive Summary

It is the objective of the Sachse Economic Development Corporation to develop an incentive policy for the purpose of business recruitment. The Board has determined that in order to promote and recruit a new business venture to Sachse, some type of incentive program should be adopted. The attached incentive policy did not change from the presentation to the City Council on April 16, 2012.

Attachments: [IncentiveABATEMENT ANALYSIS](#)
[IncentiveMatrix3](#)
[IncentivePresentation](#)
[51Sachse Resolution approving Economic Development Policy55181](#)
[51SEDC Resolution approving economic development policy55174](#)

12-0828

Consider nomination to the North Central Texas Council of Governments Executive Board.

Executive Summary

The North Central Texas Council of Governments is accepting nominations for the Executive Board.

Attachments: [NCTCOG.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: May 4, 2012; 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 #: 12-0826 **Version:** 1 **Name:** Consider approval of the minutes of the April 16, 2012 regular meeting.

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

File created: 4/24/2012 **In control:** City Council

On agenda: 5/7/2012 **Final action:**

Title: Consider approval of the minutes of the April 16, 2012 regular meeting.

Executive Summary
Minutes of the last regular Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Min.4.16.12.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the April 16, 2012 regular meeting.

Executive Summary

Minutes of the last regular Council meeting.

Background

Minutes of the last regular meeting on April 16, 2012.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approval of the minutes of the April 16, 2012 regular meeting as a consent agenda item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

APRIL 16, 2012

The City Council of the City of Sachse held a Regular Meeting on Monday, April 16, 2012 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 Charles W. Smith
Councilman Bill Adams
Councilwoman Pat McMillan
Councilman Jared Patterson
Councilman Todd Ronnau
Councilman Mark Timm

and all were present except Councilman Timm.

Staff present: City Manager Billy George; Finance Director Jeri Rainey; Community Development Director Marc Kurbansade; City Engineer Shawn Poe; Police Chief Dennis Veach; Public Works Director Joe Crase; Parks Director Lance Whitworth; Library Manager Mignon Morse; Sachse EDC Director Carlos Vigil; and City Secretary Terry Smith.

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

The invocation was offered by Councilman Patterson and the pledges were led by Councilman Adams.

1. Consent Agenda:

Councilman Adams made a motion to approve the Consent Agenda Items No. **12-0820** Consider approval of the minutes of the April 2, 2012 regular Meeting; **12-0763** Consider a resolution approving an Interlocal Agreement between Collin County, the City of Sachse, and the City of Wylie concerning the construction of the Woodbridge Parkway improvements from Hensley Lane to State Highway 78 as a consent agenda item; and **12-0778** Consider a resolution approving a professional services agreement with Grantham & Associates, Incorporated for the preliminary engineering and design of Merritt Road Realignment project in the amount of \$149,708.00. The motion was seconded by Councilwoman McMillan and passed unanimously.

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

Councilman Patterson thanked the City Manager, Parks Board, Parks Director and staff for the successful Great American Clean up on Saturday.

Mayor Felix made the following presentations:

12-0819 Employee Recognition: Employees were recognized by the Council for their service and achievements.

12-0821 Proclamation recognizing Motorcycle Safety Awareness campaign.

12-0824 Staff Briefing from Fire Department: Fire Chief Kendrick reviewed Emergency Management operations with the Council.

3. Citizen Input:

Patty Jones 6212 Aspen Estates Drive, invited all to participate in the National Day of Prayer, on May 3rd, at noon at the Amphitheater.

Winston Jones 6212 Aspen Estates Drive, urged the Council to support a National Day of Prayer.

Corrine Smith 4008 Blossom Drive, requested support for a National Day of Prayer event.

4. Regular Agenda Items:

12-0823 Discuss and provide input regarding development of incentive policy for business recruitment:

Carlos Vigil, EDC Executive Director, briefed the Council on the matter. Following discussion, no formal Council action was taken.

12-0817 Hear and discuss the quarterly update on the 2011-2012 Capital Improvement Plan projects:

Shawn Poe, City Engineer, reviewed the matter with the City Council. Following discussion, no formal Council action was taken.

12-0779 Discuss Sachse's top Collin County transportation projects for submittal to Collin County:

Shawn Poe, City Engineer, briefed the Council on the matter. Following discussion, no formal Council action was taken.

12-0822 Conduct Executive Session pursuant to the provisions of the Texas Government Code Section 551.074: To conduct the semi-annual evaluation of the City Manager. Consider any action necessary as a result of Executive Session regarding the semi-annual evaluation of the City Manager:

At 9:31 p.m. Councilman Patterson moved to recess to executive session. The motion was seconded by Councilman Ronnau and carried unanimously.

At 10:34 p.m. Councilman Patterson moved to return to open session. The motion was seconded by Councilman Ronnau and carried unanimously.

Mayor Felix stated no action was necessary.

There being no further business, Councilman Patterson moved to adjourn. The motion was seconded by Councilman Adams and passed unanimously. The meeting adjourned at 10:35 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 12-0850 **Version:** 1 **Name:** City Quarterly Budget and Investment Report as presented for the 2nd quarter period ending 3/31/2012

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

File created: 4/26/2012 **In control:** City Council

On agenda: 5/7/2012 **Final action:**

Title: Consider acceptance of the City Quarterly Budget and Investment Report as presented for the 2nd quarter period ending 3/31/2012.

Executive Summary

Cash on hand at 3/31/2012 was \$32,600,498 in all funds, of this amount \$27,600,498 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest rate/yield on all investments was .27%, and investment earnings totaled \$18,954.

General Fund revenues are at 75% of budget and expenditures are at 48% as of 3/31/2012. Utility Fund revenues are at 42% of budget and expenditures are at 51%. The year-to-date budget status for both funds is typical for this point in the fiscal year.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Memo-Budget Report 3-31-2012.pdf](#)
[2nd Quarter Budget Report 3-31-2012.pdf](#)
[Memo Investment Report 3312012.pdf](#)
[2nd Quarter Investment Report 3-31-2012.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider acceptance of the City Quarterly Budget and Investment Report as presented for the 2nd quarter period ending 3/31/2012.

Executive Summary

Cash on hand at 3/31/2012 was \$32,600,498 in all funds, of this amount \$27,600,498 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest rate/yield on all investments was .27%, and investment earnings totaled \$18,954.

General Fund revenues are at 75% of budget and expenditures are at 48% as of 3/31/2012. Utility Fund revenues are at 42% of budget and expenditures are at 51%. The year-to-date budget status for both funds is typical for this point in the fiscal year.

Background

Every quarter, the Finance Department releases a report on the City's finances. The report is

divided into two sections: Budget and Investments. The Budget section generally includes revenue and expenditures for the General, Utility, Debt Service, Capital Projects, and Special Revenue Funds. The Investment Report provides investment fund details for the Money Market, Investment Pool, and Certificate of Deposit accounts.

It is the strategy of the City to maintain a high percentage of idle funds invested in safe, secure and liquid investment securities and pooled investment types in accordance with the Public Funds Investment Act and City policy.

Policy Considerations

Section 7.15 of the City Charter sets forth a requirement for the City Council to call for an independent audit to be made of all accounts of the city by a certified public accountant. This audit includes all periods and is performed at the end of the fiscal year. In addition it is the responsibility of the City to comply with reasonable internal controls and to make representations that the City's financial statements are presented fairly and with full disclosure of any and all financial implications.

Budgetary Considerations

There are no significant aberrations in the budget that would require budget amendments at this time.

Staff Recommendations

Staff recommends acceptance of the City Quarterly Budget and Investment Report as presented for the 2nd quarter period ending 3/31/2012 as a Consent Agenda item.



Finance Department

TO: BILLY GEORGE, CITY MANAGER
FROM: TERESA SAVAGE, FINANCE MANAGER
SUBJ: QUARTERLY BUDGET REPORTS FOR 2ND QUARTER ENDING MARCH 31, 2012
DATE: APRIL 26, 2012
CC: MAYOR AND COUNCIL

The enclosed Quarterly Budget Report is for the 2nd quarter of the fiscal year ending September 30, 2012. This period ending 3-31-2012 represents 50% of the City's fiscal year (6 months).

Cash and Investment Position: The City is in excellent cash position. Cash on hand at 3-31-2012 was \$32,600,498 in all funds.

Budget: General Fund revenues are at 75% of the budget for the end of the 2nd Quarter.

At March 31st, the budgeted expenditures are as follows for operations.

<i>Fund</i>	<i>Budget</i>	<i>YTD</i>	<i>% Used</i>
General Fund	\$ 10,917,630	\$ 5,245,022	48%
Utility Fund	7,016,129	3,573,765	51%
Debt Service	2,810,061	1,884,514	67%
Special Revenue	62,041	22,812	37%
Total	\$ 20,805,861	\$ 10,726,113	

Property Taxes: Year-to-date the City has posted \$9,292,555 in property tax revenue or about 97% of the City property tax revenue budget of \$9,539,879. The General Fund revenue collections yielded \$7,218,974 and the Debt Service Fund collected \$2,073,581.

Municipal Court: The Court processed 231 cases for March, 857 for the quarter ended March 31, and a year-to-date total of 1803 cases processed. The total fines collected and settled to the City treasury as of March 31 totaled \$180,501.

Building Permits: The City has issued 52 Single Family residential permits since October 1 with permitting/licenses revenue of \$115,680 or about 46% of budget. The average value of permitted homes is \$289,166.

Other General Fund Revenues: As of the report date, the City has collected \$745,320 in other general fund revenues or approximately 39% of budget totals.

Interest Earnings: The City's funds are fully invested and secure. The City has earned \$18,954 on its invested funds for the second quarter of Fiscal Year 2011-2012. City-wide invested funds at March 31, 2012 were \$27,600,498 (including EDC's portfolio). The average Quarterly Yield was .27%.

Capital Projects: As of March 31st, YTD Capital Projects expenditures totaled \$4,202,641.

Combined Budget Summary

Quarter Ending
March 31, 2012



Quarterly Report to City Council
50% of Budget Year
(Unaudited)

**CITY OF SACHSE
COMBINED BUDGET SUMMARY
AND CHANGES IN FUND BALANCE RESERVES
YTD Actual March 31, 2012
Fiscal Year 2011-2012**

	General Fund	Water Sewer Fund	Debt Service Fund	Special Revenue Fund ²	Total
Revenues	8,260,476	3,011,407	2,824,657	41,734	\$ 14,138,274
Expenses	5,245,022	3,573,765	1,884,514	22,812	\$ 10,726,113
Net Over (under)	3,015,454	(562,358)	940,143	18,921	3,412,161

	Capital Projects Fund ¹
Revenues	769,745
Expenses	4,202,641
Net Over (under)	(3,432,895)

Footnotes:

¹ Capital Project Funds: Captures General Capital Project Costs and associated capital funds from bonds, impact fees and sales tax.

² Special Revenue Funds: Court Technology, Court Security, Emergency Medical Training, Police Training, AT&T Cable Channel, Park Development Fees and Street Impact Fees.

General Fund

Quarter Ending
March 31, 2012



Quarterly Report to City Council
50% of Budget Year
(Unaudited)

City of Sachse
 General Fund Summary
 As of March 31, 2012

	Actual 2009-2010	Actual 2010 - 2011	Budget 2011-2012	YTD 3/31/2012	Budget %
REVENUES:					
Property Taxes	\$ 6,222,249	\$ 6,493,314	\$ 7,424,670	\$ 7,218,974	97%
Permits/Licenses	378,365	280,855	324,400	146,604	45%
Franchises	1,083,810	1,541,154	1,463,163	539,405	37%
Sales Tax	665,926	752,635	828,394	218,386	26%
Charges for Services	396,102	397,838	436,850	195,610	45%
Court Fines	284,327	295,574	250,000	180,501	72%
Interest and Rents	17,142	19,652	22,975	9,367	41%
Other Governments	210,445	145,560	140,697	52,007	37%
Operating Transfers In	915,609	922,719	895,317	447,540	50%
Miscellaneous	15,501	8,290	(730,000)	(747,918)	102%
TOTAL REVENUES	\$ 10,189,476	\$ 10,857,591	\$ 11,056,466	\$ 8,260,476	75%
EXPENDITURES:					
City Manager	\$ 373,275	\$ 400,607	\$ 315,743	\$ 158,416	50%
City Secretary	146,575	143,495	147,484	79,339	54%
Human Resources	223,956	218,992	244,495	105,933	43%
Finance	487,986	493,470	478,648	250,669	52%
Court	145,372	164,365	161,989	76,977	48%
Parks	653,122	704,507	724,257	322,949	45%
Seniors	89,036	105,689	102,018	50,900	50%
Library	304,561	283,470	281,048	126,204	45%
Community Development	625,773	636,365	593,853	284,556	48%
Streets	954,172	879,410	914,809	390,552	43%
Engineering	158,214	166,468	253,075	70,529	28%
Facility Maintenance	252,892	264,758	297,906	130,502	44%
Police	2,870,539	3,017,402	2,982,277	1,488,860	50%
Animal Control	257,337	131,374	131,902	64,056	49%
Fire and EMS	1,865,500	2,109,382	2,098,024	1,016,332	48%
Non-Departmental	1,026,246	1,072,760	1,190,102	628,248	53%
TOTAL EXPENDITURES	\$ 10,434,554	\$ 10,792,515	\$ 10,917,630	\$ 5,245,022	48%

City of Sachse
 General Fund
 As of March 31, 2012

Schedule of Revenues by Source					
Category Descriptions	ACTUAL 2009-2010	ACTUAL 2010-2011	BUDGET 2011-2012	YTD 3/31/2012	Budget %
Property Taxes	\$ 6,222,249	\$ 6,493,314	\$ 7,424,670	\$ 7,218,974	97%
Sales Tax	646,361	735,478	799,394	215,083	27%
Franchise Tax	1,083,810	1,541,154	1,463,163	539,405	37%
Licenses and Permits	378,365	280,855	324,400	146,604	45%
Other Fees	396,102	397,838	436,850	195,610	45%
Court Fines	284,327	295,574	250,000	180,501	72%
Interest	17,142	19,652	22,975	9,367	41%
Transfers	915,609	922,719	895,317	447,540	50%
Miscellaneous	245,512	171,006	(560,303)	(692,608)	124%
Total Revenue	\$ 10,189,476	\$ 10,857,591	\$ 11,056,466	\$ 8,260,476	75%
Expenditures Category Summary					
Category Descriptions	ACTUAL 2009-2010	ESTIMATED 2010-2011	BUDGET 2010-2011	YTD 3/31/2012	Budget %
Personnel Costs	\$ 7,853,488	\$ 8,172,845	\$ 8,182,589	\$ 3,941,254	48%
Supplies and Materials	1,045,623	1,269,566	1,137,840	505,338	44%
Maintenance & Repairs	473,366	389,301	441,704	181,982	41%
Contract Services	903,431	958,511	1,143,830	615,854	54%
Capital Outlay	152,345	2,292	11,667	594	5%
Contingencies/Transfers	6,300	-	-	-	-
Total Expenditures	\$ 10,434,554	\$ 10,792,515	\$ 10,917,630	\$ 5,245,022	48%

Water and Sewer Fund

Quarter Ending
March 31, 2012



Quarterly Report to City Council
50% of Budget Year
(Unaudited)

City of Sachse
Utility Fund Summary
As of March 31, 2012

	Actual 2009-2010	Actual 2010-2011	Budget 2011-2012	YTD 3/31/2012	Budget %
Operating Revenues					
Water Sales	\$ 3,094,499	\$ 3,799,382	\$ 4,090,625	\$ 1,428,512	35%
Sewer Service	2,027,354	2,240,823	2,734,753	1,454,915	53%
Fees and Charges	148,958	128,405	152,500	86,960	57%
Interest Income	22,281	3,010	8,000	1,943	24%
Impact Fees	162,477	83,943	152,500	38,517	25%
Other Governments and Sources	-	-	-	-	0%
Other Financing Sources	223,382	-	-	-	0%
Miscellaneous	3,143	3,069	5,000	560	11%
Total Revenues	\$ 5,682,094	\$ 6,258,633	\$ 7,143,378	\$ 3,011,407	42%
Operating Expenditures					
Water Operations	\$ 2,237,322	\$ 3,087,189	\$ 2,775,944	\$ 1,565,117	56%
Sewer Operations	2,158,987	2,183,652	2,442,522	1,258,392	52%
Utility Billing Services	248,936	271,625	255,527	123,647	48%
Meter Reading	97,254	105,572	115,554	43,500	38%
Sub-total Operating Expenditures	4,742,498	5,648,037	5,589,547	2,990,655	54%
Non-operating Expenditures:					
Debt Payments	56,327	52,002	143,992	114,937.25	80%
Transfers Out - Charge back	2,013,563	2,010,678	839,256	419,508	50%
Transfers Out - Franchise	-	-	-	-	0%
Capital Outlays	3,598	-	443,334	48,664	11%
Non-Operating Expenditures	2,073,488	2,062,680	1,426,582	583,110	41%
Total Expenditures	\$ 6,815,986	\$ 7,710,718	\$ 7,016,129	\$ 3,573,765	51%

Debt Service Fund

Quarter Ending
March 31, 2012



Quarterly Report to City Council
50% of Budget Year
(Unaudited)

City of Sachse
Debt Service Fund Summary
As of March 31, 2012

	Actual 2009-2010	Actual 2010-2011	Budget 2011-2012	YTD 3/31/2012	Budget %
REVENUES:					
Property Taxes	\$ 2,306,135	\$ 2,092,378	\$ 2,115,209	\$ 2,073,581	98%
Interest Income	2,677	934	500	1,076	215%
Intragovernmental Transfers	1,363,615	667,000	750,000	750,000	100%
Other Financing Sources	-	-	-	-	-
TOTAL REVENUES	\$ 3,672,427	\$ 2,760,312	\$ 2,865,709	\$ 2,824,657	99%
EXPENDITURES					
Principal	\$ 730,000	\$ 865,000	\$ 945,000	\$ 945,000	100%
Interest	1,918,371	1,891,786	1,861,561	938,691	50%
Agent Fees	573	573	3,500	823	24%
TOTAL EXPENDITURES	\$ 2,648,944	\$ 2,757,360	\$ 2,810,061	\$ 1,884,514	67%

Capital Project Funds

Quarter Ending
March 31, 2012



Quarterly Report to City Council
50% of Budget Year
(Unaudited)

City of Sachse
GENERAL CAPITAL PROJECT FUND SUMMARY¹
As of March 31, 2012

	Actual 2009-2010	Actual 2010-2011	YTD 3/31/2012
REVENUES:			
4005 Sales Tax From 380 Agreements	\$ 1,216,191	\$ 1,737,691	\$ -
4500 Interest Income	263,359	45,114	19,745
4607 CDBG Street Improvement Grant	(16,316)	(792)	-
4611 TXDOT Grant	-	-	-
4613 Other Agency Grants	180,000	180,000	-
4708 Miscellaneous Receipt	-	180	-
4800 Operating Transfers In-General Fund	-	-	750,000
4808 Operating Transfers In - Special Revenue	-	111,769	-
4901 Debt Issuance (GO Bonds)	-	-	-
TOTAL REVENUES	\$ 1,643,234	\$ 2,073,962	\$ 769,745
EXPENDITURES:			
CAPITAL PROJECTS:			
5366 SH 78 & Murphy RR Crossing	\$ -	\$ -	\$ -
5400 Vehicles	810,279	27,532	63,463
5401 Machinery	-	8,528	-
5405 Tools and Equipment	-	25,931	-
5408 Building Renovations and Additions	-	-	-
5422 CIP - SH 78 & Murphy Intersection	-	-	-
5423 CIP - Bunkerhill Road	512,143	834,391	3,221,320
5424 CIP - 5th Street Widening	1,840,882	30,680	334
5425 CIP - Murphy Road to Hwy 78	984,654	(22,554)	-
5427 CIP - Dewitt Road	597,239	(8,506)	-
5428 Street CIP - Merritt Road (Bond)	136,061	-	-
5439 CIP - SH 78 and 5th St Intersection	432,464	16,039	3,840
5458 Hwy 78 Widening Project	26	-	-
5555 Misc Projects (RCC Funds)	19,838	-	7,500
5555 Holly Crest Pavement	-	-	3,780
5508 Operating Transfer Out - Debt Service	1,363,615	667,000	750,000
5617 Financing Costs	-	-	-
MUNICIPAL CENTER:			
5451 City Hall Facility	3,519,047	304,762	-
5452 Public Safety Facility	4,720,453	91,183	199
5453 Senior Citizen Facility	396,165	166,579	-
5454 Library Renovations	186,684	30,141	-
5455 Municipal Campus Features	1,602,417	1,437,323	135,436
5456 Salmon Park Improvements	962,923	14,845	-
5457 Bryan Street Improvements	143,573	-	-
5458 Software/Hardware Upgrades	239,442	100,641	2,050
5461 City Hall Furnishings	378,302	46,807	-
5462 Public Safety Furnishings	388,349	6,700	-
5463 Senior Center Furnishings	11,484	42,682	-
54640 Library Furnishings	-	29,692	-
54650 Sachse/Miles Signalization	-	-	14,720
TOTAL EXPENDITURES	\$ 19,246,040	\$ 3,850,396	\$ 4,202,641

¹ This Fund is a summary fund of all General Capital Project Funds with sources of funds from Issuance Developers and Debt

Special Revenue

Quarter Ending
March 31, 2012



Quarterly Report to City Council
50% of Budget Year
(Unaudited)

City of Sachse
Special Revenue Fund Summary
As of March 31, 2012

		Actual 2009-2010	Actual 2010-2011	Budget 2011-2012	YTD 3/31/2012	Budget %
REVENUES:						
43000	Time Pay Fee (TP-L1)	\$ -	\$ 401	\$ -	\$ 225	
43010	Court Security Fees	6,121	5,977	7,500	4,310	57%
43020	Court Technology Fees	8,122	7,976	8,000	5,742	72%
43040	Court - Child Safety Program Fees	3,711	5,879	4,000	4,745	119%
43060	State Traffic Fee	-	-	200	-	-
44050	Police Training Fees	2,611	2,518	3,000	-	-
41460	Emergency Medical Training Fees	-	4,843	-	-	-
44030	Street Impact Fees	83,756	49,528	75,000	21,484	29%
41480	PEG Fees	4,975	5,788	5,000	1,797	0.36
46030	Senior Program Donations				124	
46130	Other Agency Grants	-	41,140	-	1,260	-
46120	Misc Grants and Donations	1,115	21,862	-	657	-
45000	Interest	6,782	2,241	4,060	1,390	34%
	TOTAL REVENUES	\$ 117,192	\$ 148,153	\$ 106,760	\$ 41,734	39%
EXPENDITURES:						
51510	City Manager - Small Tools and Equipment	\$ -	\$ 1,486	\$ -	\$ -	-
54101	Energy Efficiency Conservation	-	47,689	-	10,693	-
54123	Security Control Improvements	-	20,211	-	-	-
51510	Municipal Court - Court Security	423	231	2,500	925	0.37
54022	Municipal Court - Court Technology Improvements		1,259	-	3,057	-
54050	Municipal Court - Tools and Equipment over \$50	2,660	2,660	3,000	-	-
53090	Court Fees Due to State Comptroller	-		-	-	-
51810	Police Training	1,660	2,960	1,500	-	-
51810	Fire Training	-		-	-	-
54190	Fire and Ambulance	-	3,482			
51880	EMS Training	-	1,675	-	-	-
54470	Park Development Fee Projects	23,092	2,125	-	-	-
51000	Library Utilities-Electric	2,611	191	-	89	-
51020	Library Utilities - Water	-	95	-	49	-
51030	Library Utilities-Communications	-	2,136	-	-	-
51250	Library Programs	-	798	-	-	-
51510	Library Small Tools and Equipment	-	7,980	-	3,000	-
54282	CIP - Maxwell Creek Road (DA)	6,000	14,000	-	5,000	-
55001	Operating Transfer Out	-	-	20,041	-	-
55050	Operating Transfer Out - Park Development Fees	-	-	35,000	-	-
51510	Animal Control Center Programs	361	537	-	-	-
	TOTAL EXPENDITURES	\$ 36,807	\$ 109,514	\$ 62,041	\$ 22,812	37%

Investment Report

Quarter Ending
March 31, 2012



Quarterly Report to City Council
50% of Budget Year
(Unaudited)

Memo

To: **Billy George, City Manager**
 From: Teresa Savage, Finance Manager
 CC: Mayor and City Council
 Date: April 26, 2012
 Re: **Investment Report for period ending March 31, 2012**

Attached is the Quarterly Investment Report for the quarter ending March 31, 2012 of the fiscal year 2011-2012. This report complies with the requirements of the City's Investment Policy and the Public Funds Investment Act as amended. For the period ending March 31, 2012, the City's portfolio¹ consisted of the following investments:

Portfolio at Quarter Close:	Rate at 3/31/2012	% Total	Total Investment
Money Market Account –ANB	.25%	65.7%	\$21,438,789.11
Money Market Account(EDC)-ANB	.15%	2.1%	683,033.46
Investment Pool – Tex Pool	.0843%	3.9%	1,276,423.86
CD – Comerica Bank	.37%	3.1%	1,000,618.36
CD—Comerica Bank	.50%	3.1%	1,000,835.62
CD—Comerica Bank	.52%	3.7%	1,200,427.40
CD—Comerica Bank	.54%	3.1%	1,000,369.86
Analysis Checking-ANB	0.00%	15.3%	5,000,000.00
Total Invested City Funds:		100.0%	\$32,600,497.67

The City does not carry any security instrument (investment type) on its books that is traded on the open market; therefore all investments are listed at 100% of market value. Interest earnings on all certificate of deposit accounts are accreted quarterly or at maturity. All Funds on deposit with American National Bank, Comerica Bank, and Investment Pools are fully secured and safeguarded. **Total investment interest earned for the quarter ending March 31, 2012 was \$18,953.83.**

Citywide cash and investments for the period ending March 31, 2012 was \$32,600,497.67. Of this amount, \$3,749,911.91 is for the Sachse EDC; also included is \$5,000,000.00 which is held in a non-interest bearing analysis account. It is the strategy of the Finance Department to maintain a high percentage of its idle funds invested in safe and secure investment securities and pooled investment types in accordance with the Public Funds Investment Act.

87.11% of the City's current portfolio has liquidity of 30 days or less, which is more than adequate for daily operations. The City investments are liquid and have same day access. The City's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools. The City's funds are swept into the above accounts and withdrawn as needed for operational cash flow requirements.

The average interest rate/yield on the City's investments for the period was .27%. The Texpool Prime Fund interest rate was .1629% and the Texpool interest rate was .0793% at March 31, 2012. The 90 day T-bill rate was .04% with the 180 day T-bill at .07%.

¹ Includes the Sachse Economic Development Corporation



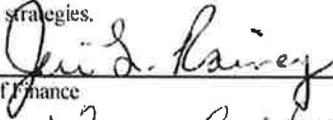
QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2012

**Prepared by
Valley View Consulting, L.L.C.**

The investment portfolio of the City is in compliance with the Public Funds Investment Act and the Investment Policy and strategies.



Director of Finance



Finance Manager

Strategy Summary:

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range between 0.00% and 0.25% (actual Fed Funds traded +/-10bps). After their January meeting, they extended the projected lower interest rate environment through late 2014. The Greece debt default situation has stabilized, although the EU and European banks are still subject to credit difficulties. Stock values are rising. Employment and unemployment show modest improvement. Other economic data generally record unsteady growth. Financial institution deposits and laddering targeted cash flows still provide the best earnings opportunity.

Quarter End Results by Investment Category:

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>March 31, 2012</u>		<u>December 31, 2011</u>	
		<u>Book Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Market Value</u>
Bank/Pool	0.24%	\$ 28,396,076	\$ 28,396,076	\$ 33,352,024	\$ 33,352,024
CDs / Securities	0.48%	4,204,422	4,204,422	2,001,454	2,001,454
Totals		\$ 32,600,498	\$ 32,600,498	\$ 35,353,478	\$ 35,353,478

Average Yield (1)

Total Portfolio 0.27%

Rolling Three Mo. Treas. Yield 0.07%

Rolling Six Mo. Treas. Yield 0.08%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio 0.26%

Rolling Three Mo. Treas. Yield 0.04%

Rolling Six Mo. Treas. Yield 0.07%

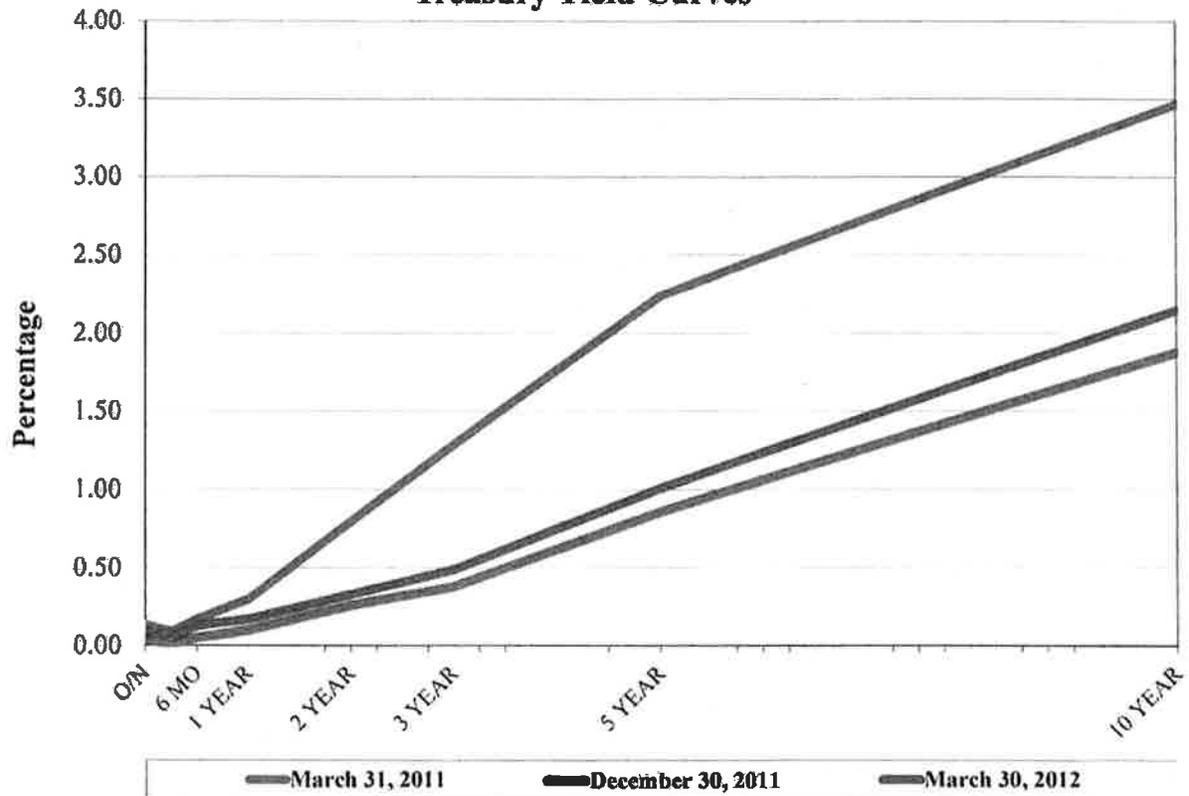
Average Quarterly TexPool Yield 0.10%

	<u>City</u>	<u>EDC</u>
Interest Earnings QTR	\$ 16,929	\$ 2,027
Interest Earnings YTD	\$ 32,189	\$ 9,354

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

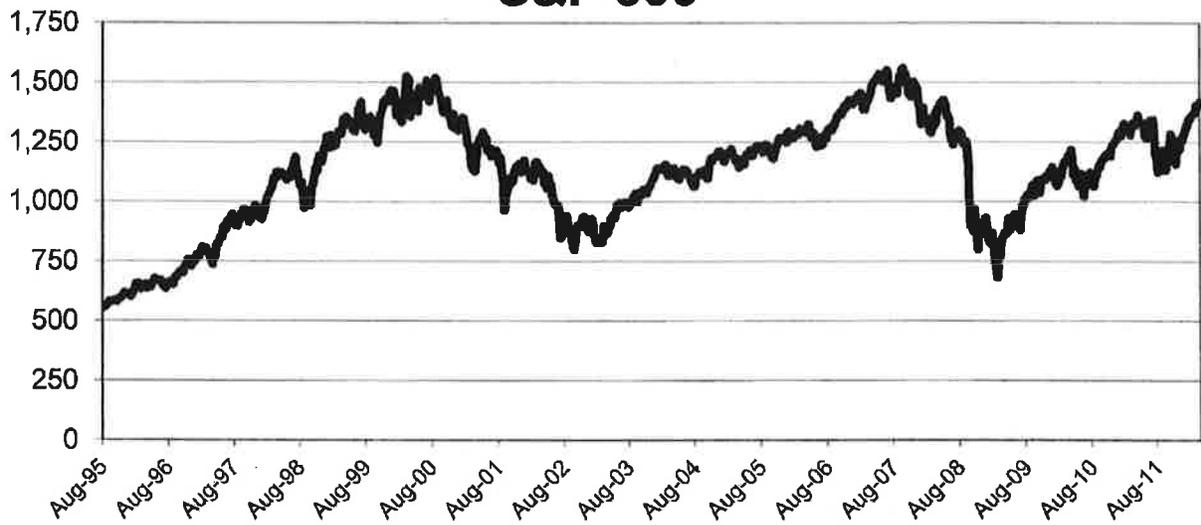
Treasury Yield Curves



US Treasury Historical Yields



S&P 500



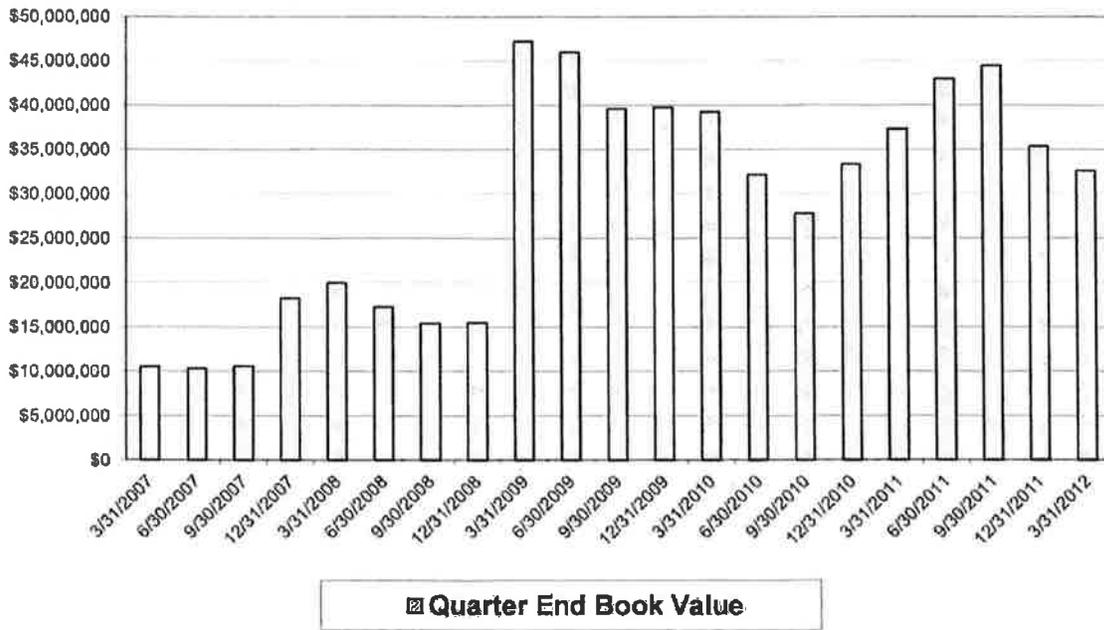
**Detail of Investment Holdings
March 31, 2012**

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face/ Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Bank MMA		0.25%	4/1/2012	3/31/2012	\$ 27,119,652	\$ 27,119,652	1.00	\$ 27,119,652	1	0.25%
TexPool	AAAm	0.12%	4/1/2012	3/31/2012	1,276,424	1,276,424	1.00	1,276,424	1	0.12%
Comerica CD		0.37%	8/1/2012	11/1/2011	1,000,000	1,001,541	100.00	1,001,541	123	0.37%
Comerica CD		0.50%	11/1/2012	11/1/2011	1,000,000	1,002,083	100.00	1,002,083	215	0.50%
Comerica CD		0.52%	3/6/2013	3/6/2012	1,200,000	1,200,427	100.00	1,200,427	340	0.52%
Comerica CD		0.54%	6/6/2013	3/6/2012	1,000,000	1,000,370	100.00	1,000,370	432	0.54%
					\$ 32,596,076	\$ 32,600,498		\$ 32,600,498	37	0.27%
									(1)	(2)

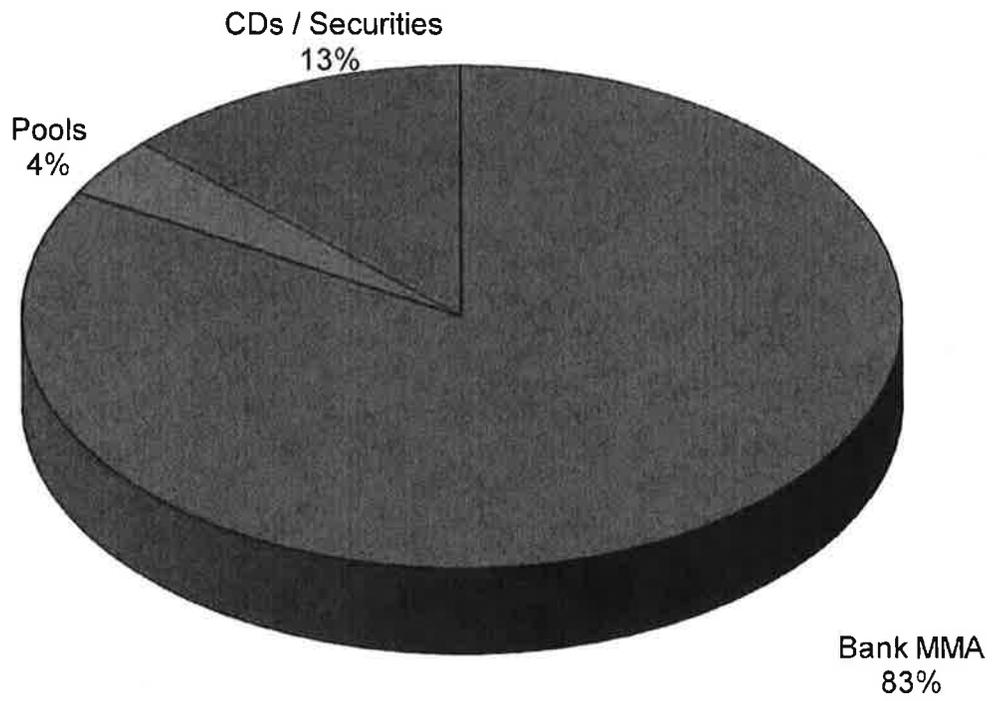
(1) **Weighted average life** - For purposes of calculating weighted average life, pool investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered.

Total Portfolio



Portfolio Composition



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2011		Purchases/ Accretions	Amortizations/ Sales/Maturities	March 31, 2012	
			Original Face/ Par Value	Book Value			Original Face/ Par Value	Book Value
Bank MMA	0.25%	4/1/2012	\$ 32,075,911	\$ 32,075,911	\$ -	\$ (4,956,259)	\$ 27,119,652	\$ 27,119,652
TexPool	0.12%	4/1/2012	1,276,113	1,276,113	311		1,276,424	1,276,424
Comerica CD	0.37%	8/1/2012	1,000,000	1,000,618	923		1,000,000	1,001,541
Comerica CD	0.50%	11/1/2012	1,000,000	1,000,836	1,247		1,000,000	1,002,083
Comerica CD	0.52%				1,200,427		1,200,000	1,200,427
Comerica CD	0.54%				1,000,370		1,000,000	1,000,370
TOTAL			\$ 35,352,024	\$ 35,353,478	\$ 2,203,279	\$ (4,956,259)	\$ 32,596,076	\$ 32,600,498

Market Value Comparison

Description	Coupon/ Discount	December 31, 2011				March 31, 2012		
		Original Face/ Par Value	Market Price	Market Value	Qtr to Qtr Change	Original Face/ Par Value	Market Price	Market Value
Bank MMA	0.25%	\$ 32,075,911	1.00	\$ 32,075,911	\$ (4,956,259)	\$ 27,119,652	1.00	\$ 27,119,652
TexPool	0.12%	1,276,113	1.00	1,276,113	311	1,276,424	1.00	1,276,424
Comerica CD	0.37%	1,000,000	100.00	1,000,618	923	1,000,000	100.00	1,001,541
Comerica CD	0.50%	1,000,000	100.00	1,000,836	1,247	1,000,000	100.00	1,002,083
Comerica CD	0.52%				1,200,427	1,200,000	100.00	1,200,427
Comerica CD	0.54%				1,000,370	1,000,000	100.00	1,000,370
TOTAL		\$ 35,352,024		\$ 35,353,478	\$ (2,752,980)	\$ 32,596,076		\$ 32,600,498

Allocation

March 31, 2012

Book & Market Value

	Total	GO I&S	General Fund	W/S Impact Fee	Utility Fund	W/S Restricted	W/S Operations	Special Sales Tax	Capital Project
Bank MMA	\$ 27,119,852	\$ 1,515,154	\$ 6,049,125	\$ 1,638,946	\$ -	\$ 132,572	\$ (230,431)	\$ 2,938,526	\$ 1,230,819
Texpool	1,276,424		34,112	17,069	34,138			34,137	
8/1/2012	1,001,541								
11/1/2012	1,002,083								
3/6/2013	1,200,427								
6/6/2013	1,000,370								
Totals	\$ 32,600,498	\$ 1,515,154	\$ 6,083,237	\$ 1,656,015	\$ 34,138	\$ 132,572	\$ (230,431)	\$ 2,972,663	\$ 1,230,819

Allocation

March 31, 2012

Book & Market Value	CIP-City Property	2009 GO Bonds	Capital Project-TXDOT	Restricted Street Impact	Restricted Park Development	Restricted General	Street impact	GBTP TIF Zone #1	EDC	RCC Tax Held
Bank MMA	\$ 140,600	\$ 3,181,018	\$ 7,639,893	\$ 953,032	\$ 5,049	\$ 362,235	\$ -	\$ 13,998	\$ 1,549,115	\$ -
Texpool		1,139,890					17,069			
8/1/2012		1,001,541								
11/1/2012		1,002,083								
3/6/2013									1,200,427	
6/9/2013									1,000,370	
Totals	\$ 140,600	\$ 6,324,541	\$ 7,639,893	\$ 953,032	\$ 5,049	\$ 362,235	\$ 17,069	\$ 13,998	\$ 3,749,912	\$ -

Allocation

December 31, 2011

Book & Market Value

	Total	GO I&S	General Fund	W/S Impact Fee	Utility Fund	W/S Restricted	W/S Operations	Special Sales Tax	Capital Project
Bank MMA \$	32,075,911	\$ 1,951,617	\$ 5,742,451	\$ 1,599,483	\$ -	\$ 132,572	\$ 273,344	\$ 2,948,016	\$ 480,396
Texpool	1,276,113		34,105	17,064	34,129			34,129	
8/1/2012	1,000,618								
11/1/2012	1,000,836								
Totals	\$ 35,353,478	\$ 1,951,617	\$ 5,776,556	\$ 1,616,547	\$ 34,129	\$ 132,572	\$ 273,344	\$ 2,982,145	\$ 480,396

Allocation

December 31, 2011

Book & Market Value	CIP-City Property	2009 GO Bonds	Capital Project-TXDOT	Restricted Street Impact	Restricted Park Development	Restricted General	Street Impact	GBTP TIF Zone #1	EDC	RCC Tax Held
Bank MMA	\$ 140,517	\$ 6,123,209	\$ 7,635,392	\$ 932,943	\$ 5,047	\$ 369,014	\$ -	\$ 13,995	\$ 3,727,915	\$ -
Texpool		1,139,621					17,065			
8/1/2012		1,000,618								
11/1/2012		1,000,836								
Totals	\$ 140,517	\$ 9,264,284	\$ 7,635,392	\$ 932,943	\$ 5,047	\$ 369,014	\$ 17,065	\$ 13,995	\$ 3,727,915	\$ -

Disclaimer

These reports were compiled using Information provided by the City of Sachse. No procedures were performed to test the accuracy or completeness of this Information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

City of Sachse, TX
Investment Portfolios
March 31, 2012

Source	Description	Cust./Ref	Purchase Date	Maturity Date	Coupon (Int Rate)	Days to Maturity	Book Value			Market Value			
							Principal Invested	Beginning of Month	Change	End of Month	Beginning of Month	Change	End of Month
GO Bond I&S Fund	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	1,492,422	1,492,422	22,731	1,515,154	1,492,423	22,731	1,515,154
Total							1,492,422	1,492,422	22,731	1,515,154	1,492,423	22,731	1,515,154
General Fund	TexPool	1111-000	3/31/2012	4/1/2012	0.1150%	1	34,109	34,109	3	34,112	34,108	3	34,111
General Fund	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	6,522,447	6,522,447	(473,322)	6,049,125	6,522,447	(473,322)	6,049,125
Total							6,556,556	6,556,556	(473,319)	6,083,237	6,556,555	(473,319)	6,083,236
Water and Sewer Fund	Tex Pool	1111-000	3/31/2012	4/1/2012	0.1150%	1	17,067	17,067	2	17,069	17,067	2	17,069
WIS Impact Fee Fund	Tex Pool	1111-000	3/31/2012	4/1/2012	0.1150%	1	34,134	34,134	3	34,137	34,134	3	34,137
WIS Impact Fee Fund	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	1,632,073	1,632,073	6,873	1,638,946	1,632,073	6,873	1,638,946
WIS Restricted Fund	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	132,572	132,572	0	132,572	132,572	0	132,572
WIS Operations	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	(60,398)	(60,398)	(140,033)	(200,431)	(60,398)	(140,033)	(200,431)
Total							1,725,448	1,725,448	(133,155)	1,592,293	1,725,448	(133,155)	1,592,293
Capital Project Funds	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	2,947,068	2,947,068	(8,571)	2,938,497	2,947,068	(8,571)	2,938,497
Special Sales Tax	Tex Pool	1111-000	3/31/2012	4/1/2012	0.1150%	1	34,134	34,134	3	34,137	34,134	3	34,137
Special Sales Tax	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	1,230,590	1,230,590	229	1,230,819	1,230,590	229	1,230,819
Capital Project Funds	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	7,638,471	7,638,471	1,422	7,639,893	7,638,471	1,422	7,639,893
Capital Project Funds-TXDOT	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	140,574	140,574	26	140,600	140,574	26	140,600
CIP-City Property	TexPool	1111-000	3/31/2012	4/1/2012	0.1150%	1	1,139,788	1,139,788	111	1,139,899	1,139,788	111	1,139,899
2009 GO Bonds	CD	1111-000	11/1/2011	8/1/2012	0.3700%	121	1,000,000	1,000,618	923	1,001,541	1,000,618	923	1,001,541
2009 GO Bonds	CD	1111-000	11/1/2011	11/1/2012	0.5000%	203	1,000,000	1,000,636	1,247	1,002,083	1,000,636	1,247	1,002,083
2009 GO Bonds	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	4,268,716	4,268,716	(1,108,698)	3,160,018	4,268,716	(1,108,698)	3,160,018
Total							19,420,371	19,421,824	(1,113,308)	18,308,516	19,421,825	(1,113,308)	18,308,517
Special Revenue Funds	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	950,470	950,470	2,562	953,032	950,470	2,562	953,032
Restricted Street Impact Fee Fund	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	5,048	5,048	1	5,049	5,048	1	5,049
Restricted Park Development Fee Fund	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	365,653	365,653	(3,416)	362,237	365,653	(3,416)	362,235
Restricted General Fund	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	17,067	17,067	2	17,069	17,067	2	17,069
Street Impact Fees	TexPool	1111-000	3/31/2012	4/1/2012	0.1150%	1	1,338,238	1,338,238	(854)	1,337,385	1,338,238	(854)	1,337,385
Total							13,997	13,997	1	13,998	13,997	1	13,998
TIF Fund	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	13,997	13,997	1	13,998	13,997	1	13,998
EDC-Fund	CD	114512	3/6/2012	3/6/2013	0.5200%	340	1,200,000	0	1,200,427	1,200,427	0	1,200,427	1,200,427
EDC	CD	114512	3/6/2012	6/6/2013	0.5400%	430	1,000,000	(0)	1,000,370	1,000,370	0	1,000,370	1,000,370
EDC PHIMKT	Money Market	114512	3/31/2012	4/1/2012	0.2500%	1	3,749,629	3,749,629	(2,200,514)	1,549,115	3,749,629	(2,200,514)	1,549,115
Total							5,949,629	3,749,629	283	3,749,912	3,749,629	283	3,749,912
Total Portfolios at 3/31/2012							36,466,661	34,298,115	(1,697,620)	32,600,495	34,298,115	(1,697,620)	32,600,495

Summary of Portfolios by Security Type

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Book Value			Market Value		
				Principal Invested	Beginning of Month	Change	End of Month	Beginning of Month	Change
Money Market Account	83.19%	1	0.2500%	31,020,362	31,020,362	-3,900,712	31,020,362	-3,900,712	27,119,652
TexPool	3.92%	1	0.1514%	1,276,299	1,276,299	124	1,276,423	1,276,299	124
CD's	12.90%	1	0.5009%	4,200,000	2,001,454	2,022,967	4,204,421	2,001,454	2,022,967
Total	100.00%			36,466,661	34,298,115	-1,697,620	32,600,495	34,298,115	-1,697,620

(Change = Investment activity including earnings, deposits and withdrawals)

City of Sachse, TX
Investment Portfolios
February 29, 2012

Source	Description	Cust./ Ref	Purchase Date	Maturity Date	Coupon (Int Rate)	Days to Maturity	Principal Invested	Beginning of Month	End of Month	Change	Beginning of Month	End of Month	Change
GO Bond I&S Fund	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	2,460,336	2,460,336	(967,914)	1,492,422	2,460,337	(967,914)	1,492,423
Total							2,460,336	2,460,336	(967,914)	1,492,422	2,460,337	(967,914)	1,492,423
General Fund	TexPool	1111-000	2/29/2012	3/1/2012	0.0903%	1	34,107	34,107	2	34,109	34,106	2	34,108
General Fund	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	7,171,151	7,171,151	(648,704)	6,522,447	7,171,151	(648,704)	6,522,447
Total							7,205,258	7,205,258	(648,702)	6,556,556	7,205,257	(648,702)	6,556,555
Water and Sewer Fund	Tex Pool	1111-000	2/29/2012	3/1/2012	0.0903%	1	17,066	17,066	1	17,067	17,066	1	17,067
WIS Impact Fee Fund	Tex Pool	1111-000	2/29/2012	3/1/2012	0.0903%	1	34,132	34,132	2	34,134	34,132	2	34,134
WIS Impact Fee Fund	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	1,625,207	1,625,207	6,866	1,632,073	1,625,207	6,866	1,632,073
WIS Restricted Fund	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	132,572	132,572	0	132,572	132,572	0	132,572
WIS Operations	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	180,625	180,625	(271,023)	(90,398)	180,625	(271,023)	(90,398)
Total							1,989,602	1,989,602	(264,154)	1,725,448	1,989,602	(264,154)	1,725,448
Capital Project Funds	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	2,948,713	2,948,713	(1,615)	2,947,098	2,948,713	(1,615)	2,947,098
Special Sales Tax	Tex Pool	1111-000	2/29/2012	3/1/2012	0.0903%	1	34,132	34,132	2	34,134	34,132	2	34,134
Special Sales Tax	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	480,501	480,501	750,089	1,230,590	480,501	750,089	1,230,590
Capital Project Funds	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	7,637,060	7,637,060	1,411	7,638,471	7,637,060	1,411	7,638,471
Capital Project Funds-TXDOT	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	140,548	140,548	26	140,574	140,548	26	140,574
CIP-City Property	TexPool	1111-000	2/29/2012	3/1/2012	0.0903%	1	1,139,706	1,139,706	82	1,139,788	1,139,706	82	1,139,788
2009 GO Bonds	CD	1111-001	8/1/2011	8/1/2012	0.3700%	152	1,000,000	1,000,618	0	1,000,618	1,000,618	0	1,000,618
2009 GO Bonds	CD	1111-001	1/1/2011	1/1/2012	0.5000%	234	1,000,000	1,000,836	0	1,000,836	1,000,836	0	1,000,836
2009 GO Bonds	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	5,714,688	5,714,688	(1,424,972)	4,289,716	5,714,688	(1,424,972)	4,289,716
Total							20,085,348	20,085,602	(674,978)	19,421,824	20,085,602	(674,977)	19,421,825
Social Revenue Funds	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	946,754	946,754	3,715	950,470	946,754	3,716	950,470
Restricted Street Impact Fee Fund	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	5,047	5,047	1	5,048	5,047	1	5,048
Restricted Park Development Fee Fund	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	360,537	360,537	5,116	365,653	360,537	5,116	365,653
Restricted General Fund	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	17,066	17,066	8,834	1,329,239	1,329,404	8,834	1,329,238
Street Impact Fees	TexPool	1111-000	2/29/2012	3/1/2012	0.0903%	1	13,997	13,997	0	13,997	13,997	0	13,997
Total							13,997	13,997	0	13,997	13,997	0	13,997
TIF Fund	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	13,997	13,997	0	13,997	13,997	0	13,997
EBGF TIF Zone #1	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	0	(0)	24,806	24,806	(0)	0	0
RCC Rebate Due to Ryan	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	3,724,823	3,724,823	24,806	3,749,629	3,724,823	24,806	3,749,629
EDC PMMAT	Money Market	114512	2/29/2012	3/1/2012	0.2500%	1	3,724,823	3,724,823	24,806	3,749,629	3,724,823	24,806	3,749,629
Total							36,818,768	36,820,222	(2,522,107)	34,298,115	36,820,222	(2,522,107)	34,298,115

Summary of Portfolios by Security Type

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Beginning of Month	End of Month	Change	Beginning of Month	End of Month	Change
Money Market Account	90.44%	1	0.2500%	33,542,559	33,542,559	-2,522,197	-2,522,197	33,542,559	31,020,363	-2,522,197
TexPool	3.72%	1	0.0903%	1,276,269	1,276,269	90	90	1,276,269	1,276,298	90
CD's	5.84%	1	0.4400%	2,000,000	2,001,454	0	0	2,001,454	2,001,454	0
Total	100.00%			36,818,768	36,820,222	(2,522,107)	(2,522,107)	36,820,222	34,298,115	(2,522,107)

Change = Investment activity including earnings deposits and withdrawals

City of Sachse, TX
Investment Portfolios
January 31, 2012

Source	Description	Cusip/Ref	Purchase Date	Maturity Date	Coupon Rate (Int Rate)	Days to Maturity	Book Value			Market Value		
							Principal Invested	Beginning of Month	End of Month	Beginning of Month	End of Month	Change
GO Bond I&S Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	1,957,617	1,957,617	508,720	1,957,517	508,720	2,460,337
Total							1,957,617	1,957,617	508,720	1,957,517	508,720	2,460,337
General Fund	Tex.Pool	1111-000	1/31/2012	2/1/2012	0.0875%	1	34,104	34,104	3	34,107	3	34,106
General Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	5,742,451	5,742,451	1,428,700	5,742,451	1,428,700	7,171,151
Total							5,776,555	5,776,555	1,428,703	5,776,554	1,428,703	7,205,257
Water and Sewer Fund	Tex.Pool	1111-000	1/31/2012	2/1/2012	0.0875%	1	17,065	17,065	1	17,066	17,066	17,066
Water and Sewer Fund	Tex.Pool	1111-000	1/31/2012	2/1/2012	0.0875%	1	34,129	34,129	3	34,132	34,129	34,132
Water and Sewer Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	1,599,483	1,599,483	25,724	1,625,207	1,599,483	1,625,207
Water and Sewer Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	132,572	132,572	0	132,572	132,572	132,572
Water and Sewer Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	273,344	273,344	(92,719)	180,625	273,344	(92,719)
Total							2,056,593	2,056,593	(66,991)	1,989,602	2,056,593	(66,991)
Capital Project Funds	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	2,948,016	2,948,016	687	2,948,713	2,948,016	687
Capital Project Funds	Tex.Pool	1111-000	1/31/2012	2/1/2012	0.0875%	1	34,129	34,129	3	34,132	34,129	3
Capital Project Funds	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	480,396	480,396	105	480,501	480,396	105
Capital Project Funds	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	7,635,392	7,635,392	1,668	7,637,060	7,635,392	1,668
Capital Project Funds	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	140,517	140,517	31	140,548	140,517	31
Capital Project Funds	Tex.Pool	1111-000	1/31/2012	2/1/2012	0.0875%	1	1,139,621	1,139,621	85	1,139,706	1,139,621	85
Capital Project Funds	CD	111/2011	1/1/2011	1/1/2012	0.3700%	181	1,000,000	1,000,000	0	1,000,000	1,000,000	0
Capital Project Funds	CD	111/2011	1/1/2011	1/1/2012	0.5000%	263	1,000,000	1,000,000	0	1,000,000	1,000,000	0
Capital Project Funds	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	6,123,209	6,123,209	(408,591)	5,714,618	6,123,209	(408,591)
Total							20,507,280	20,507,280	(20,096,802)	20,507,233	(408,591)	20,096,802
Special Revenue Funds	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	932,943	932,943	13,811	946,754	932,943	13,811
Special Revenue Funds	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	5,047	5,047	0	5,047	5,047	0
Special Revenue Funds	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	369,014	369,014	(8,477)	360,537	369,014	(8,477)
Special Revenue Funds	Tex.Pool	1111-000	1/31/2012	2/1/2012	0.0875%	1	17,065	17,065	1	17,066	17,065	1
Total							1,324,069	1,324,069	5,335	1,329,404	1,324,069	5,335
TIF Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	13,995	13,995	2	13,997	13,995	2
TIF Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	13,995	13,995	2	13,997	13,995	2
TIF Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	0	(0)	0	(0)	0	0
TIF Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	3,727,915	3,727,915	(3,092)	3,724,823	3,727,915	(3,092)
TIF Fund	Money Market	114512	1/31/2012	2/1/2012	0.2500%	1	3,727,915	3,727,915	(3,092)	3,724,823	3,727,915	(3,092)
Total							35,352,024	35,352,478	1,466,745	36,820,222	35,352,475	1,466,745

Summary of Portfolios by Security Type
01/31/12

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Beginning of Month	End of Month	Change	Beginning of Month	End of Month	Change
Money Market Account	91.10%	1	0.2500%	32,075,911	32,075,911	33,512,559	1,436,648	32,075,911	33,512,559	1,436,648
Tex.Pool	3.47%	1	0.0875%	1,276,113	1,276,113	1,276,209	96	1,276,209	1,276,209	96
CD's	5.44%	0	0.4400%	2,000,000	2,000,000	2,001,454	0	2,001,454	2,001,454	0
Total	100.00%			35,352,024	35,352,478	36,820,222	1,466,745	35,352,475	36,820,222	1,466,745

1 Change = Investment activity including earnings deposits and withdrawals

Portfolio Summary
 City of Sachse, TX
 March 31, 2012

Safety - Investment Type

Investment Type	Book Value	Percent
Money Market Account*	\$ 27,119,652	83.2%
Investment Pools	1,276,422	3.9%
CD's	4,204,421	12.9%
Total*	\$ 32,600,495	100%

Liquidity - Investments by Maturity Date

Under 30 days	\$ 28,396,074	87%
30 - 90 days	0	0%
90 - 180 days	1,001,541	3%
180 - 365 days	2,202,510	7%
365 - 511 days	1,000,370	3%
Total Principal Invested	\$ 32,600,495	100%

Portfolio Yield	Fiscal YTD Interest	Int Earned this QTR	(FYTD) Percent of total
Portfolio			
Debt Service	\$ 1,210	\$ 831	2.91%
General Fund	\$ 2,915	2,111	7.02%
Water and Sewer Fund	\$ 2,380	1,143	5.73%
Capital Project Fund	\$ 23,970	12,017	57.70%
Special Revenue Fund	\$ 1,702	819	4.10%
TIF Zone	\$ 11	5	0.03%
Sachse EDC	\$ 9,354	2,027	22.52% *
Total Portfolios	\$ 41,543	\$ 18,956	100.00%

*includes interest on RCC rebates on hold

Portfolio Balance	Beginning Balances	Ending Book Balances	Change
Portfolio			
Debt Service	\$ 1,951,617	\$ 1,515,154	\$ (436,463)
General Fund	5,776,555	6,083,236	306,681
Water and Sewer Fund	2,056,593	1,592,293	(464,300)
Capital Project Fund	20,502,734	18,308,517	(2,194,217)
Special Revenue Fund	1,324,069	1,337,385	13,316
TIF Fund	13,995	13,998	3
Sachse EDC	3,727,915	3,749,912	21,997
Total Portfolios	\$ 35,353,478	\$ 32,600,495	\$ (2,752,983)

Historical Interest Rates

	January	February	March
Pooled Money Market Account	2012	0.2500%	0.2500%
	2011	0.3200%	0.3000%
	2010	0.4130%	0.4012%
Tex Pool	2012	0.0875%	0.0903%
	2011	0.1677%	0.1724%
	2010	0.1630%	0.1512%



Legislation Details (With Text)

File #:	12-0832	Version:	1	Name:	walmart escrow agreement first amendment
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/25/2012	In control:		In control:	City Council
On agenda:	5/7/2012	Final action:		Final action:	
Title:	Consider a resolution approving a First Amendment to the Construction Escrow Agreement for the installation of the public infrastructure for Woodbridge Commons, Phase 2 (Wal-Mart Development).				

Executive Summary

A Construction Escrow Agreement was approved by the City Council, the developer, and Wal-Mart for the installation of the public infrastructure for the Woodbridge Commons, Phase 2 development, which includes the construction of Woodbridge Parkway north of State Highway 78 and across the Kansas City Southern (KCS) Railroad to Cody Lane. The existing agreement needs to be revised to allow the developer to draw funds from the escrow account for the cost to install the KCS Railroad crossing prior to construction so the funds can be transferred to the City. In turn, the City will enter into an agreement with KCS Railroad and pay KCS Railroad to construct the railroad crossing.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [Sachse Resolution for Escrow Amendment 1](#)
 - [Attachment 1 - Project Map](#)
 - [Attachment 2 -Executed Copy of Construction Escrow Agreement City of Sachse 2011 10 10 Exhibit A.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution approving a First Amendment to the Construction Escrow Agreement for the installation of the public infrastructure for Woodbridge Commons, Phase 2 (Wal-Mart Development).

Executive Summary

A Construction Escrow Agreement was approved by the City Council, the developer, and Wal-Mart for the installation of the public infrastructure for the Woodbridge Commons, Phase 2 development, which includes the construction of Woodbridge Parkway north of State Highway 78 and across the Kansas City Southern (KCS) Railroad to Cody Lane. The existing agreement needs to be revised to allow the developer to draw funds from the escrow account for the cost to install the KCS Railroad crossing prior to construction so the funds can be transferred to the City. In turn, the City will enter into an agreement with KCS Railroad and pay KCS Railroad to construct the railroad crossing.

Background

Wal-Mart is planning to construct a supercenter located west of the proposed Woodbridge Parkway extension and north of State Highway 78 (SH 78) (see Attachment 1 Project Map).

In order for the developer to sell the land to Wal-Mart for the development prior to constructing the public improvements was to escrow the funds for the public improvements as a guarantee to the City the improvements would be constructed at a later date. Once the Construction Escrow Agreement was approved by the developer, Wal-Mart and the City, the final plat for the Woodbridge Commons, Phase 2 (Wal-Mart) development could be filed with Collin County and the land transaction could occur between the developer and Wal-Mart.

The Construction Escrow Agreement was approved on November 2, 2011 (see Attachment 2). Funds have been escrowed by the developer for the cost of the public improvements, which includes the construction of Woodbridge Parkway north of SH 78. The extension of Woodbridge Parkway includes a railroad crossing across the KCS Railroad.

Policy Considerations

The provisions of the Construction Escrow Agreement allows the developer to draw funds from the escrow account for reimbursement once design services and construction improvements are completed. In order to construct the Woodbridge Parkway extension north of SH 78, a railroad crossing will have to be constructed across the KCS Railroad. KCS Railroad requires their contractor to construct the railroad crossing within the limits of the railroad track and the City has to be pay for the crossing improvements up front once a Grade Crossing Construction Agreement is executed between the City and KCS Railroad. KCS Railroad will not enter into an agreement with any other entity other than the City for this railroad crossing.

In order for the City to get the funds from the developer to fund the railroad crossing via the Grade Crossing Construction Agreement, the existing Construction Escrow Agreement has to be amended to allow the developer to withdraw the funds from the escrow account prior to the improvements of the railroad crossing being constructed. The amendment must be approved by the developer, Wal-Mart, the City, and the Escrow Agent. The First Amendment to the Construction Escrow Agreement is attached as Exhibit A.

Budgetary Considerations

There is no fiscal impact to the City for approving the First Amendment to the Construction Escrow Agreement. The cost of the railroad crossing is \$584,505.88, which will be transferred from the Construction Escrow Account for the Woodbridge Common, Phase 2 public improvements to the City thence for payment to KCS Railroad via Grade Crossing Construction Agreement. The Grade Crossing Construction Agreement is scheduled to be considered for approval by the City Council on the May 21st agenda following execution by all parties to the First Amendment of the Construction Escrow Agreement.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the First Amendment to a Construction Escrow Agreement by and among Herzog Development Corporation, Woodbridge Properties, LLC, Wal-Mart Real Estate Business Trust, The City of Sachse, Texas, Branch Banking &

Trust Company, successor in interest to Colonial Bank by acquisition of assets from the FDIC as Receiver for Colonial Bank (hereinafter referred to as the “parties”) and Fidelity National Title Insurance Company (hereinafter referred to as the “escrow agent”); authorizing its execution by the City Manager; and providing an effective date as a consent item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT TO A CONSTRUCTION ESCROW AGREEMENT BY AND AMONG HERZOG DEVELOPMENT CORPORATION, WOODBRIDGE PROPERTIES, LLC, WAL-MART REAL ESTATE BUSINESS TRUST, THE CITY OF SACHSE, TEXAS, BRANCH BANKING & TRUST COMPANY, SUCCESSOR IN INTEREST TO COLONIAL BANK BY ACQUISITION OF ASSETS FROM THE FDIC AS RECEIVER FOR COLONIAL BANK (HEREINAFTER REFERRED TO AS THE “PARTIES”) AND FIDELITY NATIONAL TITLE INSURANCE COMPANY (HEREINAFTER REFERRED TO AS THE “ESCROW AGENT”); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVING AN EFFECTIVE DATE.

WHEREAS, a Construction Escrow Agreement was approved by and between the Parties and the Escrow Agent for the installation of the public infrastructure for the Wal-Mart Development on or about November 2, 2011; and

WHEREAS, the individual Parties and Escrow Agent desire to modify the Contract in certain respects; and

WHEREAS, the City Council has been presented the First Amendment to the Construction Escrow Agreement by and between the Parties and the Escrow Agent, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, upon full review and consideration of the First Amendment to the Construction Escrow Agreement, and all matters related thereto, the City Council is of the opinion and finds the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the First Amendment to the Construction Escrow 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 First Amendment to the Construction Escrow Agreement attached hereto as Exhibit A having been reviewed by the City Council of the City of Sachse, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the First Amendment to the Construction Escrow Agreement on behalf of the City of Sachse, Texas.

SECTION 2. This Resolution shall become effective immediately upon its passage.

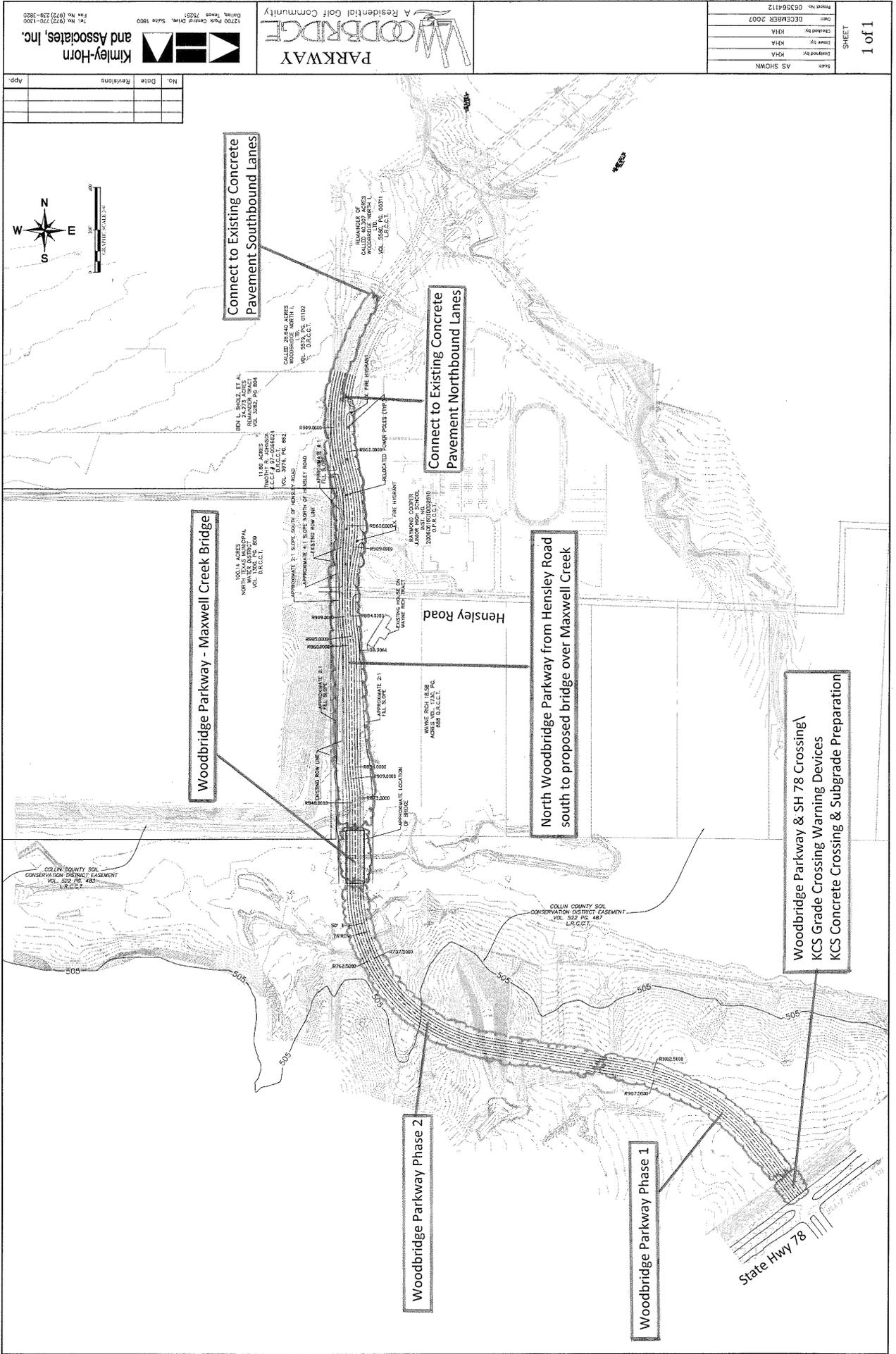
RESOLVED this 7th day of May, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

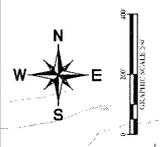
ATTEST:

Terry Smith, City Secretary

LOCATION MAP



No.	Date	Revisions	App.



12700 Riva Court Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Kimley-Horn and Associates, Inc.

WOODBRIDGE PARKWAY
A Residential Golf Community

Sheet No.	082564112
Date	DECEMBER 2007
Checked by	KHA
Drawn by	KHA
Designed by	KHA
Scale	AS SHOWN

SHEET
1 of 1

NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER OF RECORD.

CONSTRUCTION ESCROW AGREEMENT

This CONSTRUCTION ESCROW AGREEMENT (this "*Construction Escrow Agreement*") is made as of the 2nd day of Nov., 2011 (the "*Effective Date*"), by and among **HERZOG DEVELOPMENT CORPORATION**, a Texas corporation ("*Developer*"), **WOODBRIIDGE PROPERTIES, LLC**, a Texas limited liability company ("*Owner*") (collectively Developer and Owner are referred to as "*Woodbridge*"), **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("*Wal-Mart*"), **CITY OF SACHSE, TEXAS**, a Texas municipality (the "*City*"), **BRANCH BANKING & TRUST COMPANY**, successor in interest to Colonial Bank by acquisition of assets from the FDIC as Receiver for Colonial Bank ("*Lender*") (collectively, Developer, Owner, Wal-Mart, the City and Lender are referred to as "*Parties*" and sometimes, individually, as a "*Party*") and **FIDELITY NATIONAL TITLE AGENCY, INC.**, a Texas corporation ("*Escrow Agent*").

WHEREAS, Owner is the owner of certain real property in the City of Sachse, Collin County, Texas, as more particularly described in Exhibit A attached hereto and made apart hereof (the "*Owner Tract*"); and

WHEREAS, Wal-Mart is the owner of certain real property adjacent to the Owner Tract in the City of Sachse, Collin County, Texas, as more particularly described in Exhibit B attached hereto and made a part hereof (the "*Wal-Mart Tract*");

WHEREAS, Owner and Wal-Mart have entered into that certain Joint Development Agreement of even date herewith (the "*Development Agreement*") providing for the construction of certain public improvements required for the development of the Owner Tract and the Wal-Mart Tract, a copy of which is attached hereto as Exhibit C;

WHEREAS, the City requires funds be escrowed for the public improvements required for the Owner Tract and the Wal-Mart Tract prior to the recording of the final plat for the conveyance of the Wal-Mart Tract;

WHEREAS, Lender has agreed for funds from the sale proceeds of the Wal-Mart Tract be set aside as the funds to be deposited into escrow by Owner for the improvements required by the City;

WHEREAS, all terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Development Agreement;

WHEREAS, Developer will enter into a construction contract or contracts with a contractor or contractors of its selection in the manner provided for in the Development Agreement (whether one or more, the "*Woodbridge Contractor*") for the construction of the "Roadway Improvement Work" as defined in the Development Agreement;

WHEREAS, the Parties hereto desire to enter into this Construction Escrow Agreement to govern the disbursement of the Woodbridge Escrow Funds (hereinafter defined) and the Wal-

Mart Escrow Funds (hereinafter defined) in accordance with the terms of the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the Parties as follows:

1. Escrow Funds. Simultaneously with the execution hereof, and the closing of the sale of the Wal-Mart Tract, Owner shall, from the sale proceeds, cause to be deposited with Escrow Agent the amount of \$2,595,380.29 (the "**Woodbridge Escrow Funds**") and Wal-Mart shall deposit with the Escrow Agent the amount of \$183,762.78 (the "**Wal-Mart Escrow Funds**"), to be applied and disbursed in accordance with this Construction Escrow Agreement. The Woodbridge Escrow Funds are comprised of the Woodbridge Work Amount (excluding any amounts attributable to the Woodbridge Parkway Phase 2 Work), and the Wal-Mart Escrow Funds are comprised of the Wal-Mart Work Amount as shown on Exhibit K attached to the Development Agreement. Within thirty (30) days after commencement of construction of the bridge at Woodbridge Parkway and Maxwell Creek (as defined in the Development Agreement), Owner shall cause to be deposited with Escrow Agent the amount of \$982,464.17 representing the budget amount for Woodbridge Parkway Phase 2 Work, which shall be held disbursed by Escrow Agent as part of the Woodbridge Escrow Funds in the manner provided herein. Escrow Agent shall immediately deposit the Woodbridge Escrow Funds and the Wal-Mart Escrow Funds (collectively, the "**Escrow Funds**") into a separate interest bearing account at a federally insured banking institution selected by Woodbridge with the approval of Wal-Mart (which shall not unreasonably be withheld), or shall otherwise invest the Woodbridge Escrow Funds as jointly directed by Woodbridge and Wal-Mart. Interest on the Escrow Funds shall accrue to the benefit of Woodbridge and shall be part of the Escrow Funds. Escrow Agent shall hold the Escrow Funds and shall not release all or any portion thereof except as expressly provided herein. Subject to the terms and conditions of the Development Agreement, in the event that the estimated or actual Woodbridge Work Amount is greater than the Woodbridge Escrow Funds (due to actual bids awarded or approved change orders in accordance with the Development Agreement), Woodbridge hereby agrees that it shall deposit additional funds with Escrow Agent to increase the Woodbridge Escrow Funds to account for the shortfall within thirty (30) days after said shortfall is identified. Subject to the terms and conditions of the Development Agreement, in the event that the estimated or actual Wal-Mart Work Amount is greater than the Wal-Mart Escrow Funds (due to actual bids awarded or approved change orders in accordance with the Development Agreement), Wal-Mart hereby agrees that it shall deposit additional funds with Escrow Agent to increase the Wal-Mart Escrow Funds to account for the shortfall within thirty (30) days after said shortfall is identified.

2. Approval and Payment of Escrow Funds.

2.1. Application for Payment Out of the Escrow Funds. As draw requests, together with mechanics' lien waivers from the contractor covering all work included in the application for payment, are submitted to Woodbridge by the Woodbridge Contractor, Woodbridge will submit to Gerald Taylor, Senior Design Manager, Ref: Store No. 5673-00, 2001 S.E. 10th Street, Bentonville, AR 72716-0550 ("**Wal-Mart's Designee**") and an individual or company of the City's designation ("**City's Designee**"), a copy of each such draw request (a "**Woodbridge Work Application for Payment**") for review and approval

for payment by Escrow Agent of the portion of the Roadway Improvement Work completed to date and covered by such draw request. The Woodbridge Work Application for Payment shall be in the form attached hereto as **Exhibit D** and shall identify such Roadway Improvement Work covered by such Woodbridge Work Application for Payment and the amount requested for disbursement from the Escrow Funds. Prior to each disbursement of Escrow Funds hereunder, it is a requirement that:

2.1.1. Escrow Agent, Developer, Wal-Mart's Designee and City's Designee shall each be furnished a sworn contractor's statement (a "**Contractor's Affidavit**") from the Woodbridge Contractor certifying that (i) the Woodbridge Contractor has received full payment of all amounts previously released to such contractor hereunder for the Roadway Improvement Work performed by such contractor up to the date of such Woodbridge Work Application for Payment, if applicable; and (ii) the Roadway Improvement Work for which the Woodbridge Work Application for Payment is applicable has been completed in accordance with the Plans and Specifications.

2.1.2. Wal-Mart's Designee and City's Designee shall, within ten (10) business days after receipt of the Woodbridge Work Application for Payment and the items in **Section 2.1.1** above, either (a) provide Woodbridge with written approval of the Woodbridge Work Application for Payment, or (b) in the event either party does not agree with the amount of work completed or the amount of payment, dispute in writing the Woodbridge Work Application for Payment. If Wal-Mart's Designee or City's Designee issues a notice of dispute pursuant to clause (b) above, Woodbridge shall notify the other Parties of such dispute and shall within five (5) business days resolve any such dispute in the Woodbridge Work Application for Payment with the disputing Party and submit a revised Woodbridge Work Application for Payment reflecting such resolution for approval in accordance with the provisions of this **Section 2.1**.

2.1.3. Escrow Agent shall be furnished written approval (or deemed approval as set forth in **Exhibit D**) by Developer, Wal-Mart's Designee and City's Designee of the Woodbridge Work Application for Payment which approvals shall be attached to the Woodbridge Work Application for Payment.

2.1.4. Lender shall be provided with a copy of the Woodbridge Work Application for Payment including approvals at the time of submittal to Escrow Agent for payment.

2.2. Timing and Method of Payment by Escrow Agent: Retainage. The amount set forth in each Woodbridge Work Application for Payment which Woodbridge requests Escrow Agent to disburse shall not include an amount equal to ten percent (10%) of the costs associated with the portion of the Roadway Improvement Work to which such Woodbridge Work Application for Payment relates (the "**Retainage**"). Escrow Agent shall make payment on account of sums requested in each applicable Application for Payment, less the Retainage, within five (5) business days after receipt from Woodbridge of such Woodbridge Work Application for Payment, unless Wal-Mart's Designee or

City's Designee has issued a notice of dispute pursuant to **Section 2.1.2** above. Escrow Agent shall make these payments by means of a wire transfer to an account designated by Woodbridge. Woodbridge then shall make payments by means of checks that are subject to collection and are payable to the contractor or contractors in accordance with amounts approved for payment. Escrow Agent shall pay all Retainage held by Escrow Agent to Woodbridge in accordance with **Section 4** of this Construction Escrow Agreement. The Title Company shall be under no obligation to make the final Retainage payment to Woodbridge until Woodbridge has provided the Title Company with (a) final mechanics' lien waivers from the contractor covering all work in the application for payment, (b) a letter of substantial completion from the City stating the Roadway Improvement Work has been completed substantially in accordance with the Plans and Specifications, and (c) a certification from Daniel Millner, or such other licensed civil engineer employed by Kimley-Horn and Associates, Inc. that is selected by Wal-Mart, that the Roadway Improvement Work has been completed substantially in accordance with the Plans and Specifications.

3. Takeover Notice. In the event that Developer (i) at any time, in the reasonable opinion of Wal-Mart, is not proceeding with due diligence to complete the Roadway Improvement Work, or (ii) fails to complete the Roadway Improvement Work on or before the applicable dates set forth in *Paragraph 2* of the Development Agreement, then in either event Wal-Mart may provide Developer with a written notice thereof specifically identifying the alleged default and provide for a ten (10) business day cure period. In the event Developer does not cure said default within said ten (10) business day period, or in the event Wal-Mart determines in its reasonable discretion that conditions relating to the Roadway Improvement Work constitute or present an emergency or threat or potential threat to human health or the environment, Wal-Mart shall have the immediate right to enter upon the site and perform said Roadway Improvement Work by delivering a written notice to Woodbridge and Escrow Agent (a "**Takeover Notice**"), with a copy of such Takeover Notice to the remaining Parties. Upon the occurrence of (i) or (ii) as set forth above and the issuance of a Takeover Notice, Wal-Mart shall perform the Self-Help Work as described in, and subject to the terms and conditions set forth in, *Paragraph 13* of the Development Agreement. Following such delivery of a Takeover Notice, Wal-Mart may submit to Escrow Agent, at any time and from time to time, a Woodbridge Work Application for Payment in accordance with **Section 2** above (except that Developer hereby waives any rights to approve of or consent to any such Application for Payment submitted by Wal-Mart), to include payment to Wal-Mart of an administrative and mobilization expense not to exceed fifteen percent (15%) of all such costs, and upon receipt of each such Woodbridge Work Application for Payment, Escrow Agent shall so disburse such requested portion of the Escrow Funds in accordance with this Construction Escrow Agreement. In the event Wal-Mart, for any reason, does not complete all of the Roadway Improvement Work in accordance with the terms of this Construction Escrow Agreement and the Development Agreement, the City shall send a written notice of default to Wal-Mart. The written notice of default shall specifically identify the alleged default, provide for a ten (10) business day cure period (plus such additional time as may be reasonably necessary to complete such cure), and contain the following language in bold, large font, block letters: **WAL-MART'S FAILURE TO RESPOND AFTER THE AFORESAID NOTICE SHALL RESULT IN THE CITY HAVING THE RIGHT TO TAKEOVER THE COMPLETION OF SUCH ROADWAY IMPROVEMENT WORK. If** Wal-Mart does not cure the default within said ten (10) business day cure period (plus such

additional time as may be reasonably necessary to complete such cure), the City shall have the right to complete the Roadway Improvement Work by means of the takeover provisions of this Construction Escrow Agreement. In the event the City, for any reason, does not complete all of the Roadway Improvement Work in accordance with the terms of this Construction Escrow Agreement, Lender shall send a written notice of default to the City. The written notice of default shall specifically identify the alleged default, provide for a ten (10) business day cure period (plus such additional time as may be reasonably necessary to complete such cure). If the City does not cure the default within said ten (10) business day cure period (plus such additional time as may be reasonably necessary to complete such cure), Lender shall have the right to complete the Roadway Improvement Work by means of the takeover provisions of this Construction Escrow Agreement. Nothing herein shall be construed to require Wal-Mart to undertake or complete all or any particular element of the Roadway Improvement Work, other than the Self-Help Work specifically identified in Wal-Mart's Takeover Notice, if any.

4. Completion. When the Roadway Improvement Work has been substantially completed in accordance with the Plans and Specifications, all punch list items have also been completed, as set forth in the Development Agreement, and the City has issued a letter or letters of acceptance for maintenance of the Roadway Improvement Work, Woodbridge shall provide written notice to Escrow Agent whereupon Escrow Agent will immediately disburse to Developer the Retainage relating to the Roadway Improvement Work and all remaining portions of the Escrow Funds, including all accrued interest on the Escrow Funds (less the fees of the escrow per *Section 6*).

5. Exculpation of Escrow Agent. Escrow Agent shall receive, invest, and disburse the Escrow Funds pursuant to the terms of this Construction Escrow Agreement, and so long as Escrow Agent does so, then:

5.1. Limitation of Liability. Escrow Agent shall not be liable for any of Escrow Agent's acts or omissions done in good faith, nor for any claims, demands, or losses or for any damages made or suffered by any Party to this Construction Escrow Agreement, except those claims that may arise through or be caused by Escrow Agent's willful misconduct or negligence.

5.2. No Duty. Should any suit be threatened or filed on account of this Construction Escrow Agreement or arising out of this Construction Escrow Agreement or the proper disbursement of funds pursuant to this Construction Escrow Agreement, Escrow Agent shall not have any duty to take any position with respect to the validity or invalidity of any claim being asserted. Instead Escrow Agent may interplead the Escrow Funds or such remaining portion thereof as may then exist into a court of competent jurisdiction, and Escrow Agent's costs and reasonable attorney's fees of such interpleader may be deducted from the Escrow Funds and shall be paid to Escrow Agent in such event so that Escrow Agent shall not suffer any loss as a result of its agreement to act as a depository and escrow agent pursuant to this Construction Escrow Agreement.

5.3. Reliance on Instructions. Escrow Agent may rely upon any written joint instructions submitted to Escrow Agent by the Parties subsequent to the date of this Construction Escrow Agreement, and any such joint instruction shall be deemed to

supersede any provision of this Construction Escrow Agreement so long as validly and duly executed by the Parties.

6. Escrow Fees. Any escrow fees charged by the Escrow Agent for acting as escrow agent hereunder shall be paid from interest earned on the Escrow Funds. If escrow fees exceed the amount of interest earned on the Escrow Funds, any excess amount owed shall be paid by Woodbridge. If there is any interest earned from the Escrow Funds in excess of the escrow fees charged by the Escrow Agent, such excess shall be paid to and be the property of Woodbridge.

7. Termination of Construction Escrow Agreement. Once the Escrow Agent has disbursed the Escrow Funds in full in accordance with the terms of this Construction Escrow Agreement, this Construction Escrow Agreement shall terminate, and the Escrow Agent's responsibilities hereunder shall cease.

8. No Obligation to Construct or Operate. Notwithstanding anything to the contrary contained herein, the Parties agree that the Wal-Mart Tract may be used for any lawful purpose. It is expressly agreed that nothing contained in this Construction Escrow Agreement shall be construed to contain a covenant, either express or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Wal-Mart Tract. The Parties recognize and agree that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Construction Escrow Agreement, cease the operation of its business on the Wal-Mart Tract; and the Parties hereby waive any legal action for damages or for equitable relief which might be available to the Parties because of such cessation of business activity by Wal-Mart.

9. Miscellaneous.

9.1. Binding Agreement. This Construction Escrow Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

9.2. Conflicts. If the event of any conflict between the terms of this Construction Escrow Agreement and the Development Agreement, the terms of the Development Agreement shall control.

9.3. Governing Law. This Construction Escrow Agreement shall be construed in accordance to the laws of the State of Texas.

9.4. Notice. Any notice given or required to be given under the provisions of this Construction Escrow Agreement shall be done in accordance with the provisions of the Development Agreement. The notice address for Escrow Agent is 5430 LBJ Freeway, Suite 260, Dallas, Texas 75240, Attention: Karen Moreau, Senior Vice President. Copies of all notices and draw requests sent to Wal-Mart or Wal-Mart's Designee shall be sent to Daniel Millner, PE, CPESC, Kimley-Horn and Associates, Inc., 5750 Genesis Court, Suite 200, Frisco, Texas 75034. The notice address for the City is City of Sachse, 3815 Sachse Road, Bldg B, Sachse, Texas 75048. The notice address for Lender is Branch Banking & Trust, Attn: Steve Pipes, 8144 Walnut Hill, Suite 172, Dallas, Texas 75231.

9.5. Counterparts. This Construction Escrow Agreement may be executed in several counterparts, each of which shall be deemed an original.

9.6. Time is of the Essence. Time is of the essence in this Construction Escrow Agreement. If the final day of any period or the date of any performance required by this Construction Escrow Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States, then in such event the duration of such period or the date on which such obligation shall be performed shall be extended to the next day which is not a Saturday, Sunday or other legal holiday.

9.7. No Waiver. No waiver of any provision of this Construction Escrow Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted, and any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

9.8. Construction. This Construction Escrow Agreement shall not be construed more strongly against one Party or the other. The Parties to this Construction Escrow Agreement had equal access to, input with respect to, and influence over the provisions hereof.

9.9. Amendment. This Construction Escrow Agreement may be amended only in writing pursuant to an instrument signed by all Parties to this Construction Escrow Agreement.

9.10. Legal Fees. In connection with any litigation arising out of this Construction Escrow Agreement, the prevailing Party shall be entitled to recover all costs incurred, including said Party's reasonable attorney's fees. The term "litigation" shall mean any suit brought to enforce this Construction Escrow Agreement or any of the provisions hereof, and shall also include, without limitation, trial, appellate, and bankruptcy proceedings.

9.11 Termination. At such time as the Escrow Funds have been distributed in full as provided herein, this Construction Escrow Agreement shall be deemed terminated.

9.12. Captions. All captions, headings, paragraph and subparagraph numbers and letters in this Construction Escrow Agreement are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Construction Escrow Agreement.

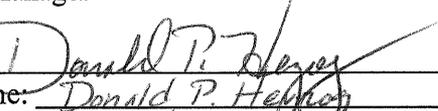
9.13. Severability. The invalidity or unenforceability of a particular provision of this Construction Escrow Agreement shall not affect its other provisions, and this Construction Escrow Agreement shall be construed in all respects as if such invalid or unenforceable provision had originally been omitted.

[Signatures on Following Pages]

SEPARATE SIGNATURE PAGE OF OWNER

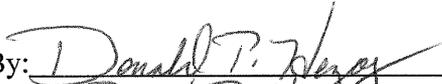
WOODBIDGE PROPERTIES, LLC,
a Texas limited liability company

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

By: 
Name: Donald P. Helms
Title: Member

SEPARATE SIGNATURE PAGE OF DEVELOPER

HERZOG DEVELOPMENT CORPORATION,
a Texas corporation

By: 
Name: Donald P. Hardy
Title: President

SEPARATE SIGNATURE PAGE OF WAL-MART

**WAL-MART REAL ESTATE BUSINESS
TRUST**, a Delaware statutory trust

By: 
Name: Brian Hooper
Title: Vice President, Real Estate

SEPARATE SIGNATURE PAGE OF CITY

CITY OF SACHSE,
a Texas municipality

By: W. George
Name: William K. George
Title: City Manager

ATTEST:

By: Jerry Smith
City Secretary

SEPARATE SIGNATURE PAGE OF LENDER

**BRANCH BANKING & TRUST
COMPANY**, successor interest to Colonial
Bank by acquisition of assets from the FDIC
as Receiver for Colonial Bank

By: *S. M. Pipes*
Name: *Steven M. Pipes*
Title: *Vice President*

SEPARATE SIGNATURE PAGE OF ESCROW AGENT

ESCROW AGENT:

**FIDELITY NATIONAL TITLE AGENCY,
INC.,** a Texas corporation

By: 
Name: Karen E. Moreau
Title: Senior Vice President

Exhibit A
Owner Tract
[to be attached]

LEGAL DESCRIPTION

164.6922 Acres, James Cumba Survey, Abstract No. 243, H.J. Hardin Survey, Abstract No. 438, Richard Newman Survey, Abstract No. 660, H. Warnell Survey, Abstract No. 1031, City of Sachse, Collin County, Texas

BEING a tract of land situated in the James Cumba Survey, Abstract No. 243, the H.J. Hardin Survey, Abstract No. 438, the Richard Newman Survey, Abstract No. 660, and the H. Warnell Survey, Abstract No. 1031, in the City of Sachse, Collin County, Texas, and being a part of a called 125.749 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 5065, Page 4376 of the Deed Records of Collin County, Texas, all of a called 14.834 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 5055, Page 407 of the Deed Records of Collin County, Texas, and a part of a called 201.6688 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 4771, Page 0007 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northwest corner of the beforementioned 125.749 acre tract;

THENCE with the northerly and easterly lines of the 125.749 acre tract, the following courses and distances to wit:

- North 89°25'07" East, a distance of 612.96 feet to point for corner;
- South 89°18'09" East, a distance of 2802.12 feet to a point for corner;
- South 33°41'39" West, a distance of 1122.51 feet to a point for corner;
- South 37°41'44" East, a distance of 436.73 feet to a point for corner;
- North 52°18'16" East, a distance of 837.91 feet to a point for corner;
- North 36°40'27" East, a distance of 92.79 feet to a point for corner;
- North 52°18'16" East, a distance of 939.56 feet to a point for corner;
- South 71°40'44" East, a distance of 24.12 feet to a point for corner in the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way;

THENCE with the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way, the following courses and distances to wit:

- South 52°18'16" West, a distance of 950.30 feet to a point for corner;
- South 36°40'27" West, a distance of 92.79 feet to a point for corner;
- South 52°18'16" West, a distance of 4845.19 feet to a point for the southwest corner of the beforementioned 14.834 acre tract;

THENCE leaving the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way with the west and north line of the 14.834 acre tract, the following courses and distances to wit:

- North 00°45'15" East, a distance of 1123.45 feet to a point for corner;
- North 89°11'30" East, a distance of 338.00 feet to a point for the southwest corner of the beforementioned 201.6688 acre tract;

THENCE leaving the north line of the 14.834 acre tract with the west lines of the 201.6688 acre tract, the following courses and distances to wit:

--North 00°48'26" West, a distance of 117.51 feet to a point for corner;
--North 89°11'34" East, a distance of 15.00 feet to a point for corner;
--North 00°48'26" West, a distance of 178.29 feet to a point for corner;
--North 02°35'05" East, a distance of 277.16 feet to a point for corner;
--North 86°11'31" West, a distance of 30.00 feet to a point for corner;
--North 48°48'29" East, a distance of 21.21 feet to a point for corner;
--North 03°48'29" East, a distance of 51.18 feet to a point for corner;
--South 86°11'31" East, a distance of 135.00 feet to a point for corner;
--North 03°48'29" East, a distance of 102.85 feet to a point for corner and beginning of a curve to the right;
--Northerly, with the curve to the right, through a central angle of 14°03'58", having a radius of 225.00 feet, and a chord bearing and distance of North 10°50'28" East, 55.10 feet, an arc length of 55.24 feet to a point for the end of the curve and the beginning of a non-tangent curve to the left;
--Westerly, with the curve to the left, through a central angle of 19°35'26", having a radius of 772.50 feet, and a chord bearing and distance of North 83°40'21" West, 262.85 feet, an arc length of 264.13 feet to a point for the end of the curve,
--North 03°08'43" West, a distance of 60.00 feet to a point for corner and the beginning of a non-tangent curve to the right;
--Easterly, with the curve to the right, through a central angle of 14°48'02", having a radius of 832.50 feet, and a chord bearing and distance of South 86°02'39" East, 214.45 feet, an arc length of 215.05 feet to a point for the end of the curve;
--North 18°20'47" West, a distance of 434.24 feet to a point for corner;
--North 15°59'53" East, a distance of 791.60 feet to a point for corner;
--South 89°25'05" West, a distance of 451.07 feet to a point for corner;
--North 00°00'06" East, a distance of 613.47 feet to the POINT OF BEGINNING and containing
164.6922 acres.

Bearing system based upon monumentation found along the east line of a called 11.4146 acre tract of land described in deed to the Board of Trustees of the Wylie Independent School District, recorded in Volume 5825, Page 2869 of the Land Records of Collin County, Texas, with a bearing of "North 00°48'35" West."

SAVE AND EXCEPT that certain 1.324 acre tract of land conveyed to the United States of America by deed dated July 29, 1991, filed August 30, 1991, recorded in Volume 3717, Page 274, Deed Records of Collin County, Texas and subsequently platted into Lots 1 and 2, Block 1, DFW EAST ASR ADDITION, an Addition to the City of Sachse, Collin County, Texas, according to the plat recorded in Volume I, Page 574, Plat Records of Collin County, Texas.

SAVE AND EXCEPT that portion of Ranch Road as dedicated on the plat of Woodbridge Phase 8, an addition to the City of Sachse, Collin County, Texas according to the plat thereof recorded in Volume Q, Page 454, of the Map Records of Collin County, Texas.

SAVE AND EXCEPT that portion of Ranch Road being 0.007 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121020 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that portion of Ranch Road being 0.1847 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121030 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that portion of Ranch Road being 0.7184 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121040 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that portion of Ranch Road being 0.1847 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121030 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that certain 1.937 acre tract of land known as Woodbridge Commons, Phase One, an addition to the City of Sachse, Collin County, Texas according to the plat thereof recorded in Volume 2011, Page 295, of the Map Records of Collin County, Texas.

SAVE AND EXCEPT that certain 17.166 acre tract of land out of the H.J. Hardin Survey, Abstract No. 438, and the Richard Newman Survey, Abstract No. 660, City of Sachse, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Woodbridge Properties, L.L.C. recorded in Volume 5065, Page 4376, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the northwest right-of-way line of the K.C.R.C. Railroad (a 100-foot wide right-of-way); from said point, the intersection of said northwest right-of-way line and the northeast right-of-way line of Ranch Road (a variable width right-of-way) bears South 52°18'44" West, a distance of 1306.04 feet;

THENCE departing said northwest right-of-way line, the following courses and distances:

North 37°42'23" West, a distance of 759.76 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 52°17'37" East, a distance of 411.54 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a curve to the left having a central angle of 42°44'46", a radius of 280.00 feet, a chord bearing and distance of North 30°55'13" East, 204.09 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 208.90 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;

North 09°32'50" East, a distance of 100.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 80°27'10" East, a distance of 114.72 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a curve to the right having a central angle of 42°43'36", a radius of 950.00 feet, a chord bearing and distance of South 59°05'22" East, 692.13 feet; In a southeasterly direction, with said curve to the right, an arc distance of 708.43 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve; South 37°43'34" East, a distance of 173.60 feet to a 5/8" iron rod with "KHA" cap set for corner in said northwest right-of-way line;

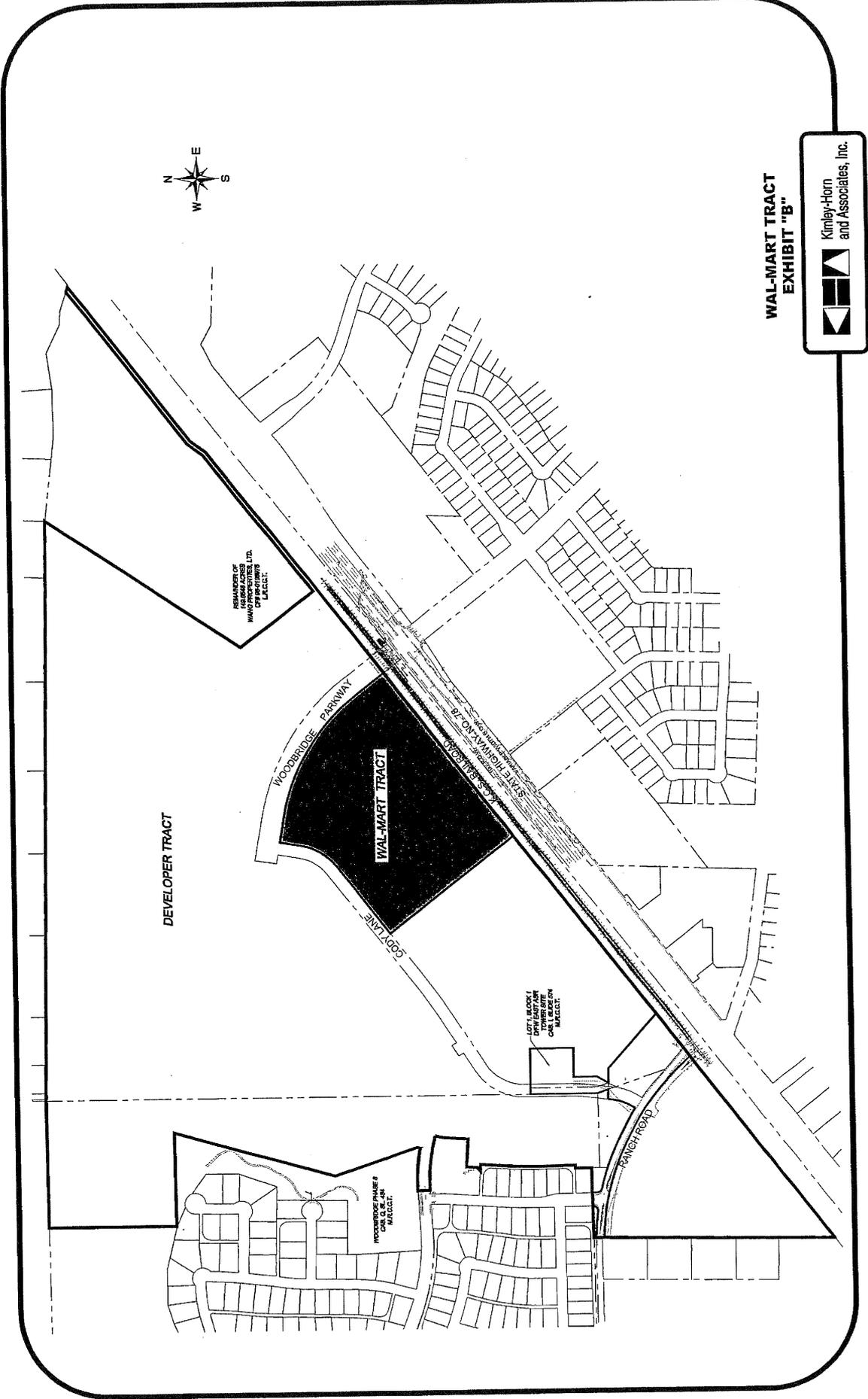
THENCE with said northwest right-of-way line, South 52°18'44" West, a distance of 1005.31 feet to the POINT OF BEGINNING and containing 17.166 acres or 747,747 square feet of land.

Exhibit B
Wal-Mart Tract
[to be attached]

LEGAL DESCRIPTION

Being Lot 1, Block 1 of WOODBRIDGE COMMONS, PHASE TWO, an addition to the City of Sachse, Collin County, Texas, according to the plat thereof recorded in Volume _____, Page _____ of the Plat Records of Collin County, Texas.

Instrument No. 2011102010002280



REMANENT OF
MAYO PROPERTIES, LTD.
DEVELOPER TRACT

DEVELOPER TRACT

WAL-MART TRACT

LOT 1 BLOCK
DRY EASTERN
MAYO PROPERTIES, LTD.
DEVELOPER TRACT

WOODBRIDGE PARKWAY
C/O. KILBUCK
DEVELOPER TRACT

**WAL-MART TRACT
EXHIBIT "B"**



Kimley-Horn
and Associates, Inc.

Exhibit C
Development Agreement

[to be attached]

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of the 2nd day of November, 2011, by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Wal-Mart"), and WOODBRIDGE PROPERTIES, LLC, a Texas limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in the City of Sachse, Collin County, Texas, as more particularly described in Exhibit A attached hereto and made a part hereof (the "*Developer Tract*"); and

WHEREAS, Wal-Mart is the owner of certain real property adjacent to the Developer Tract in the City of Sachse, Collin County, Texas, as more particularly described in Exhibit B attached hereto and made a part hereof (the "*Wal-Mart Tract*"); and

WHEREAS, Developer and Wal-Mart are desirous of developing the Developer Tract and the Wal-Mart Tract in conjunction with each other so as to create a harmonious and efficient development (the "*Development*"); and

WHEREAS, the parties are desirous of entering into an agreement to bind the parties regarding their rights and responsibilities for the performance of the work and the allocation of costs associated with the development of the Development in accordance with the site plan attached hereto as Exhibit C and made a part hereof ("*Site Plan*"), which has been agreed upon by the parties; and

WHEREAS, the parties are therefore desirous of setting forth that agreement in writing;

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grading. Wal-Mart agrees, in connection with its construction of the sitework for the Wal-Mart Tract, if any, to coordinate the grading of the Wal-Mart Tract to be compatible with the design, construction and grading of (a) Woodbridge Parkway and Cody Lane adjacent to the Wal-Mart Tract as shown on the Site Plan and (b) the Developer Tract adjacent to Woodbridge Parkway and Cody Lane, all in substantial accordance with the grading plans attached hereto as Exhibit D.

2. Construction of Roadway Improvements. Within 30 days after Wal-Mart provides written notice to Developer that Wal-Mart has commenced construction on the Wal-Mart Tract (the "*Developer Work Commencement Date*"), Developer shall (i) commence construction of (a) the Woodbridge Parkway extension from State Highway 78 to Cody Lane shown as

Woodbridge Parkway Phase 1 on the Paving Plan (the "***Paving Plan***") attached hereto as **Exhibit E** (the "***Woodbridge Parkway Phase 1 Work***"), (b) the Woodbridge Parkway railroad crossing improvements over the KCS Railroad as shown on Woodbridge/KCS Railroad Plan attached hereto as **Exhibit F** (the "***Woodbridge Parkway/KCS Railroad Crossing Work***"), and (c) the storm water drainage infrastructure shown on the Storm Drainage Plan attached hereto as **Exhibit G** (the "***Storm Water Drainage Infrastructure Work***"), (ii) commence construction of (a) Cody Lane from Woodbridge Parkway to the south line of the Wal-Mart Tract shown as Cody Lane Phase 1A on the Paving Plan (the "***Cody Lane Phase 1A Work***") and (b) Cody Lane from the south line of the Wal-Mart Tract to Ranch Road shown as Cody Lane Phase 1B on the Paving Plan (the "***Cody Lane Phase 1B Work***") (collectively, the "***Cody Lane Work***"), (iii) the water lines shown on the Water Plan (the "***Water Plan***") attached hereto as **Exhibit H** (the "***Water System Work***"), and (iv) the sanitary sewer lines shown on the Sanitary Sewer Plan (the "***Sanitary Sewer Plan***") attached hereto as **Exhibit I** (the "***Sanitary Sewer System Work***"). Within 30 days after the commencement of construction of the bridge at Woodbridge Parkway and Maxwell Creek, Developer shall coordinate the commencement of construction of Woodbridge Parkway from Cody Lane, shown as Woodbridge Parkway Phase 2 on the Paving Plan, so that completion of same coincides with the completion of the bridge (the "***Woodbridge Parkway Phase 2 Work***") (together with the Woodbridge Parkway Phase 1 Work, the Woodbridge Parkway/KCS Railroad Crossing Work, and the Storm Water Drainage Infrastructure Work, collectively, the "***Woodbridge Parkway Work***"). The Woodbridge Parkway Work, the Cody Lane Work, the Water System Work, and the Sanitary Sewer System Work are referred to herein, collectively, as the "***Roadway Improvement Work***." Developer shall complete or cause the completion of all of the Roadway Improvement Work, except the Woodbridge Parkway Phase 2 Work, within 180 days after the Developer Work Commencement Date, subject to delays caused by Force Majeure (as described in ***Paragraph 27*** below). Developer shall complete or cause the completion of the Woodbridge Parkway Phase 2 Work on or before the date that the bridge at Woodbridge Parkway and Maxwell Creek is completed and ready for traffic. The completion of the Roadway Improvement Work, or any component thereof, shall be evidenced by the issuance of a letter or letters from the City of Sachse, Texas (the "***City***") accepting the Roadway Improvement Work, or any component thereof, for maintenance. For purposes herein, the term "commencement of construction" or words of similar nature shall mean, with respect to the Wal-Mart Tract, the date when Wal-Mart awards contractor bids for the retail store to be constructed on the Wal-Mart Tract. For purposes herein, the term "commencement of construction" or words of similar nature shall mean, with respect to each component of the Roadway Improvement Work, the date when Developer awards contractor bids for such component of the Roadway Improvement Work, or, if Wal-Mart has not approved the low bid as per ***Paragraph 9*** below, the date Developer submits the low bid to Wal-Mart for approval shall be considered the commencement of construction provided that Developer awards the contractor bid for such component of the Roadway Improvement Work within 30 days after such low bid is approved by Wal-Mart. For purposes herein, the term "commencement of construction" or words of similar nature shall mean, with respect to the bridge at Woodbridge Parkway and Maxwell Creek, the date the appropriate governmental entity, being either Collin County, the City of Wylie or the City of Sachse, awards the contractor bid to construct the bridge. Developer shall construct the Roadway Improvement Work substantially in accordance with plans and specifications (the "***Plans and Specifications***") to be prepared by Developer (or Developer's engineer) and approved in writing by Wal-Mart and the City, such approval by Wal-

Mart not to be unreasonably withheld or delayed. Nothing herein shall be construed as a right for Developer to enter upon the Wal-Mart Tract in connection with construction of the Roadway Improvement Work. If any portion of the Roadway Improvement Work is located on or touches the Wal-Mart Tract, Developer shall so notify Wal-Mart and Wal-Mart shall grant to Developer a temporary construction easement on so much of the Wal-Mart Tract as may be necessary to reasonably conduct such construction activities, such easement to be in the form attached hereto as Exhibit J.

3. Allocation of Construction Costs for Woodbridge Parkway Work. The expense of the Woodbridge Parkway Work (excluding the costs for the Storm Water Drainage Infrastructure Work), as well as the related costs of surveying, engineering, soils testing, compaction density testing, paving core testing, permit application fees, engineering fees for the approval process, and all other similar costs involved in designing such work and receiving all governmental permits and approvals therefor (collectively, "*Soft Costs*"), shall be entirely Developer's responsibility.

4. Allocation of Construction Costs for Cody Lane Phase 1A Work. The expense of the Cody Lane Phase 1A Work, including Soft Costs relating thereto, shall be shared equally between Developer and Wal-Mart; provided, however, under no circumstances shall Wal-Mart's total share of all costs for the Cody Lane Phase 1A Work, including Soft Costs relating thereto, exceed 50% of the cost of the Cody Lane Phase 1A Work as shown on the Budget (hereinafter defined) and 50% of any increase in the Budget amount for the Cody Lane Phase 1A Work approved by Wal-Mart in writing in accordance with *Paragraph 9* below, or as otherwise evidenced by a change order approved by Wal-Mart in writing.

5. Allocation of Construction Costs for Cody Lane Phase 1B Work. The expense of the Cody Lane Phase 1B Work, including Soft Costs relating thereto, shall be entirely Developer's responsibility.

6. Allocation of Construction Costs for Storm Water Drainage Infrastructure Work. Wal-Mart and Developer shall jointly request that the Sachse Economic Development Corporation ("*SEDC*") cover the costs of the Storm Water Drainage Infrastructure Work. If the SEDC does not agree to cover such costs without any conditions or obligations imposed upon Wal-Mart (except those conditions or obligations acceptable to Wal-Mart in its sole and absolute discretion), Wal-Mart shall be responsible for 39% of the cost of the Storm Water Drainage Infrastructure Work pertaining to Storm Sewer Line A (defined on Exhibit G) as shown on the Budget and 5% of any increase in the Budget amount for the Storm Water Drainage Infrastructure Work pertaining to Storm Sewer Line A approved by Wal-Mart in writing in accordance with *Paragraph 9* below, or as otherwise evidenced by a change order approved by Wal-Mart in writing, and Wal-Mart shall be responsible for 62% of the cost of the Storm Water Drainage Infrastructure Work pertaining to Storm Sewer Line J (defined on Exhibit G) as shown on the Budget and 5% of any increase in the Budget amount for the Storm Water Drainage Infrastructure Work pertaining to Storm Sewer Line J approved by Wal-Mart in writing in accordance with *Paragraph 9* below, or as otherwise evidenced by a change order approved by Wal-Mart in writing. Developer shall be responsible for the remainder of the cost of the Storm Water Drainage Infrastructure Work.

7. Allocation of Construction Costs for Water System Work. The expense of the Water System Work within the area labeled "Phase 1A" on the Water Plan, including Soft Costs relating thereto, as shown on the Budget and any increase in the Budget amount for the Phase 1A Water System Work approved by Wal-Mart in writing in accordance with *Paragraph 9* below, or as otherwise evidenced by a change order approved by Wal-Mart in writing, shall be shared equally between Developer and Wal-Mart, and the expense of the remainder of the Water System Work, including Soft Costs relating thereto, and any change orders approved for the remainder of the Water System Work in accordance with *Paragraph 9*, shall be entirely Developer's responsibility.

8. Allocation of Construction Costs for Sanitary Sewer System Work. The expense of the Sanitary Sewer System Work within the area labeled "Phase 1A" on the Sanitary Sewer Plan, including Soft Costs relating thereto, as shown on the Budget and any increase in the Budget amount for the Phase 1A Sanitary Sewer System Work approved by Wal-Mart in writing in accordance with *Paragraph 9* below, or as otherwise evidenced by a change order approved by Wal-Mart in writing, shall be shared equally between Developer and Wal-Mart, and the expense of the remainder of the Sanitary Sewer System Work, including Soft Costs relating thereto, and any change orders approved for the remainder of the Water System Work in accordance with *Paragraph 9*, shall be entirely Developer's responsibility.

9. Bid Process. Developer shall submit in writing to Wal-Mart for its approval a list of contractors that Developer intends to solicit bids from for the work to be performed hereunder. Wal-Mart agrees to respond to Developer within ten (10) days of receipt of the bid list and may not unreasonably withhold or delay its approval thereof. Developer shall put the Roadway Improvement Work out to bid to a minimum of three (3) contractors for each item of the Roadway Improvement Work, such bids to be for all or a portion of such work, at Developer's discretion, within ten (10) days of the later to occur of (i) the City's written approval of the plans for the Roadway Improvement Work or (ii) Wal-Mart's approval of the bid list. The bid documents shall be in a form that provides for an itemization of the costs and quantities of all items relating to (i) the Woodbridge Parkway Phase 1 Work, (ii) the Woodbridge Parkway Phase 2 Work, (iii) the Storm Water Drainage Infrastructure Work, (iv) the Cody Lane Phase 1A Work, (v) the Cody Lane Phase 1B Work, (vi) the Water System Work and (vii) the Sanitary Sewer System Work. Prior to awarding a bid to a contractor, Developer shall submit the low bid to Wal-Mart for its written approval, which approval shall not be unreasonably withheld or delayed and which shall be returned to Developer within ten (10) days of receipt of the request. In the event that Wal-Mart does not respond within said ten (10) day period, Developer shall send a second written notice to Wal-Mart. The second written notice shall provide for a five (5) business day cure period and contain the following language in bold, large font, block letters: **WAL-MART'S FAILURE TO RESPOND AFTER THE AFORESAID NOTICE SHALL RESULT IN WAL-MART'S DEEMED APPROVAL OF SUCH BID.** If Wal-Mart does not respond within said five (5) business day period, Wal-Mart shall be deemed to have approved the low bid. If Wal-Mart reasonably withholds approval of the low bid, Developer and Wal-Mart shall work together to reduce the cost of the bid. If requested by Wal-Mart or Developer, Developer may put the work out to bid again in the manner set forth herein. Once Wal-Mart has approved the bid, Developer shall enter into a contract with the low bidding contractor within thirty (30) days of receipt of Wal-Mart's written approval. The budget for the Roadway Improvement Work, including Soft Costs relating thereto, is attached hereto as **Exhibit K** (the

"Budget") and will detail the costs of the Roadway Improvement Work and breakdown such costs into (i) those costs which are Developer's responsibility (the "Woodbridge Work Amount") and (ii) those costs which are Wal-Mart's responsibility (the "Wal-Mart Work Amount"). The Budget shall consist of either (i) an opinion of probable cost (the "OPC Amount") prepared by Kimley-Horn and Associates, Inc. or (ii) if available, the agreed upon low bid amount (the "Bid Amount"). One hundred ten percent (110%) of the OPC Amount or one hundred percent (100%) of the Bid Amount for the Woodbridge Work Amount as shown on the Budget shall be the amount of the funds to be escrowed as "Woodbridge Escrow Funds" and one hundred ten percent (110%) of the OPC Amount or one hundred percent (100%) of the Bid Amount for the Wal-Mart Work Amount as shown on the Budget shall be the amount of the funds to be escrowed as "Wal-Mart Escrow Funds," all in accordance with the Construction Escrow Agreement (hereinafter defined). Developer shall submit to Wal-Mart for its approval any changes in the Budget which increase any component of the Wal-Mart Work Amount. Wal-Mart may not unreasonably withhold its approval of any such changes, provided that such changes do not increase the Wal-Mart Work Amount for any item of work by more than 5%, and shall respond to Developer within ten (10) days of receipt of such request. Notwithstanding the foregoing, Wal-Mart shall approve emergency change orders necessary to prevent or abate imminent threats to human health or the environment. Except to the extent otherwise required by applicable law, Wal-Mart shall not incur any responsibility for the cost of changes to the Budget unless and until Wal-Mart has approved said changes to the Budget. If Developer, for any reason other than the acts or omissions of Wal-Mart, fails to follow the bidding and budgeted approval procedures set forth in this *Paragraph 9*, which failure is not completely cured within 10 days following written notice from Wal-Mart, then Wal-Mart shall not be responsible for the costs of the Roadway Improvement Work associated with said failure.

10. Governmental Reimbursement of Costs. To the extent Developer is now or in the future reimbursed for any portion of the Cody Lane Phase 1A Work, the Storm Water Drainage Infrastructure Work, the Water System Work, or the Sanitary Sewer System Work, or any combination of the foregoing, by any governmental or semi-governmental authority, Developer shall pay to Wal-Mart upon receipt of each such payment Wal-Mart's share of such reimbursement based upon the same percentage of Wal-Mart's share initially paid for the cost of such work.

11. Construction Escrow Agreement. In connection with Wal-Mart's purchase of the Wal-Mart Tract from Developer, at the closing of such purchase, Wal-Mart, Developer, Herzog Development Corporation, the City, and Branch Banking & Trust Company ("*Lender*") shall enter into a construction escrow agreement (the "*Construction Escrow Agreement*") with Fidelity National Title Insurance Company (the "*Title Company*"). The Construction Escrow Agreement will provide for the Title Company to retain sales proceeds from Developer in the amount of the Woodbridge Work Amount and will require Wal-Mart to deposit in the same escrow account funds in the amount of the Wal-Mart Work Amount. All draw requests for application for payment shall be made in accordance with the Construction Escrow Agreement.

12. Inspection Rights of Wal-Mart. Developer shall not lay any concrete until Wal-Mart has had an opportunity to inspect the subgrade, curblines, and other completed portions of the Roadway Improvement Work (or until Wal-Mart has waived its right to do so). If, during Wal-Mart's inspection, Wal-Mart reasonably determines that any portion of the Roadway

Improvement Work has not been completed in accordance with the Plans and Specifications, Wal-Mart shall notify Developer and Developer shall use good faith efforts to correct such problem. The parties shall instruct the Title Company not to make any further disbursements from the escrowed funds under the Construction Escrow Agreement until the Title Company has been notified in writing by Developer and Wal-Mart that the issue has been resolved. Prior to the issuance of a letter of substantial completion from the City stating the Roadway Improvement Work has been accepted by the City, Wal-Mart shall have the right to inspect the Roadway Improvement Work. Wal-Mart's inspections rights contained in this *Paragraph 12* shall not preclude any takeover rights of Wal-Mart set forth in *Paragraph 13* below. Developer acknowledges that, in exercising its inspection rights contained in this *Paragraph 12*, Wal-Mart is not warranting to Developer or to any third party the quality or adequacy of the design, engineering, or work of Developer or its agents or contractors. Accordingly, neither Wal-Mart nor any of its employees, agents, or consultants shall have any liability to Developer for defects or shortcomings in such design, engineering, or work, even if it is alleged that such defects or shortcomings should have been discovered during Wal-Mart's review or inspection.

13. Takeover Rights of Wal-Mart. In the event that Developer (i) at any time, in the reasonable opinion of Wal-Mart, is not proceeding with due diligence to complete the Roadway Improvement Work, or (ii) fails to complete the Roadway Improvement Work on or before the applicable dates set forth in *Paragraph 2* above, then in either event Wal-Mart may provide Developer with a written notice thereof specifically identifying the alleged default and provide for a ten (10) business day cure period. In the event Developer does not cure said default within said ten (10) business day period or in the event Wal-Mart determines in its reasonable discretion that conditions relating to the Roadway Improvement Work constitute or present an emergency or threat or potential threat to human health or the environment, Wal-Mart shall have the immediate right to enter upon the site and perform said Roadway Improvement Work by issuing a "Takeover Notice" (as defined in the Construction Escrow Agreement) in accordance with the Construction Escrow Agreement as set forth therein. Upon the occurrence of (i) or (ii) as set forth above and the issuance of a Takeover Notice, Wal-Mart shall perform such construction that (a) pertains to or is necessary (in Wal-Mart's sole discretion) for Wal-Mart to construct and open a retail facility to the public on the Wal-Mart Tract and (b) is necessary to obtain a certificate of occupancy for such retail facility. Said work (collectively referred to as "*Self-Help Work*") may include partial Roadway Improvement Work to be done on the Developer Tract. Nothing herein shall in any way be construed as requiring Wal-Mart to undertake or complete any element of the Roadway Improvement Work, except with respect to the Self-Help Work specifically identified in Wal-Mart's Takeover Notice, if any. In the event that the Self-Help Work does not encompass the entirety of the Roadway Improvement Work, Developer shall remain obligated to construct the balance of the Roadway Improvement Work in strict conformance with the requirements set forth in this Agreement, subject to the takeover rights of the City and Lender in the Construction Escrow Agreement. In the event that Wal-Mart undertakes the Self-Help Work as permitted in this *Paragraph 13*, Wal-Mart shall be entitled to reimbursement of all costs (including Soft Costs relating thereto) incurred by Wal-Mart in connection with the Self-Help Work, to include administrative and mobilization expenses not to exceed fifteen percent (15%) of all the costs of the Self-Help Work, which shall be disbursed to Wal-Mart from the escrowed funds after Wal-Mart makes an application to the Title Company for disbursements from the escrow as described in the Construction Escrow Agreement; provided, however, that in the event any amounts received by Wal-Mart through disbursements

pursuant to the Construction Escrow Agreement do not cover the costs of such Self-Help Work, Wal-Mart does not waive, and expressly reserves, its right to pursue any claims at law or equity available to recover the costs of such Self-Help Work. Nothing herein shall be construed to require Wal-Mart to complete or perform all of the planned Roadway Improvement Work, other than the Self-Help Work specifically identified in Wal-Mart's Takeover Notice, if any. In the event that Wal-Mart performs the Self-Help Work under the terms of this *Paragraph 13* and the Construction Escrow Agreement, Developer hereby waives approval of the costs of the Self-Help Work. In connection with the foregoing rights of Wal-Mart under this *Paragraph 13* and the Construction Escrow Agreement, Wal-Mart shall have the right to enter upon, grade, pave, and use any portion of the Developer Tract as may be reasonably necessary to complete the Roadway Improvement Work, or any portion thereof.

14. Impact Fees. Wal-Mart agrees not to request from the City the waiver of any thoroughfare impact fees for the Wal-Mart Tract; provided, however, that Wal-Mart may elect to seek (and Developer shall cooperate in pursuing) reimbursement of the Cody Lane Phase 1A Work from the City, and if granted, Wal-Mart and Developer shall equally share in such reimbursement of the Cody Lane Phase 1A Work.

15. No Obligation to Construct or Operate. Notwithstanding anything to the contrary contained herein, Developer agrees that the Wal-Mart Tract may be used for any lawful purpose. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Wal-Mart Tract. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Wal-Mart Tract; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

16. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Developer:
Woodbridge Properties, LLC
Attn: Donald P. Herzog
800 E. Campbell Rd, Suite 130
Richardson, Texas 75081

If to Wal-Mart:
Wal-Mart Real Estate Business Trust
Attention: Real Estate Manager (Texas)
(Store No. 5673-00)
2001 S.E. 10th Street
Bentonville, AR 72716

With a copy to:

Charles Mersky, Esq.
Mastrogiovanni Schorsch & Mersky, P.C.
2001 Bryan Street, Suite 1250
Dallas, Texas 75201

With a copy to:

Wal-Mart Real Estate Business Trust
Attention: Property Management, State
of Texas (Store No. 5673-00)
2001 S.E. 10th Street
Bentonville, AR 72716-0550

With a copy to:

Branch Banking & Trust
Attn: Steve Pipes
8144 Walnut Hill Lane, Suite 172
Dallas, Texas 75231

With a copy to:

Wal-Mart Real Estate Business Trust
Attention: Legal Department (Texas)
(Store No. 5673-00)
2001 S.E. 10th Street
Bentonville, AR 72716

With a copy to:

Daniel Millner, PE, CPESC
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034

With a copy to:

Haynes and Boone, LLP
Attention: Matthew P. Reinhart
(Store No. 5673-00)
2323 Victory Ave., Suite 700
Dallas, Texas 75219

Notice shall be deemed to have been given upon receipt. If a party refuses delivery of a notice or a notice is undeliverable for any reason, such notice shall be deemed received.

17. Further Assurances. Developer further agrees to take all action reasonably necessary to carry out the terms of this Agreement, and for the joint development of the Development, including, but not limited to, entering into quitclaim deeds, easements, reciprocal easements, and any other similar instrument deemed necessary by Wal-Mart's counsel that is reasonably satisfactory to Developer.

18. Modifications. No modification or termination of this Agreement shall be valid or binding unless such modification or termination is in writing, duly dated, and signed by both parties.

19. No Reliance. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party not contained herein. Each party agrees that this Agreement is the result of good faith arms length negotiations.

20. Relationship of the Parties. This Agreement does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend, or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

21. Entire Agreement. This Agreement supersedes any prior agreements between the parties concerning the subject matter of this Agreement, and no oral statements, representations, or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. Nothing contained in this Agreement, including the Site Plan, shall give rise to duties or covenants on the part of Wal-Mart, express or implied, other than the express duties and covenants set forth herein. ANY REPRESENTATION OF WAL-MART'S AGENTS OR ANY THIRD PARTY WHICH IS NOT CONTAINED HEREIN OR INCORPORATED IN THIS AGREEMENT SHALL NOT BE BINDING UPON WAL-MART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. This Agreement shall not be amended or added to in any way nor any provision hereof waived except by written instruments executed by both parties or their respective successors in interest.

22. Successors and Assigns. It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto. This Agreement may not be assigned in whole or in part by Developer without the prior written consent of Wal-Mart. Wal-Mart shall be entitled to assign this Agreement without the prior written consent of Developer provided such assignment is to an "Affiliate" (as defined below) of Wal-Mart. For purposes of this *Paragraph 22*, "Affiliate" shall mean any entity that, directly or indirectly, controls, is controlled by or is under common control with, Wal-Mart.

23. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas and any dispute with respect to it and the rights and duties thereby created shall be litigated in U.S. District Court for the State of Texas.

24. Time of the Essence. Time is expressly declared to be of the essence of this Agreement.

25. Attorney's Fees. Notwithstanding anything to the contrary contained herein, in any action or proceeding arising out of this Agreement, each party shall bear its own attorney's fees, and the prevailing party shall be entitled to recover only court costs from the non-prevailing party incurred by such party in enforcing its rights hereunder.

26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

27. Force Majeure. For purposes of this Agreement, "*Force Majeure*" shall mean any event beyond the control of Developer, its contractors, or any entity controlled by Developer that delays the performance of any obligation under this Agreement despite Developer's best efforts

to fulfill the obligation. "Best efforts" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure does not include Developer's financial inability to perform any obligation under this Agreement. Failure to apply for a required permit or approval or to provide in a timely manner all information required to obtain a required permit or approval that is necessary to meet the requirements of this Agreement, or failure of Wal-Mart to approve contracts, shall not, in any event, be considered Force Majeure events.

Developer shall notify Wal-Mart orally and by electronic or facsimile transmission as soon as possible, but not later than 72 hours after the time Developer first knew of, or in the exercise of reasonable diligence under the circumstances should have known of, any event which might constitute a Force Majeure event. Developer shall make the oral notification required by this paragraph by calling Daniel Millner at (214) 387-3845 and sending him a message by electronic mail to Daniel.Millner@kimley-horn.com. If Mr. Millner is not available by telephone, Developer may satisfy the telephone notice requirement by leaving a message for Mr. Millner stating that Developer had called to notify Mr. Millner pursuant to this paragraph. Wal-Mart may designate an alternative representative to receive oral notification at its discretion by sending Developer a written designation in accordance with **Paragraph 16** above. The written notice Developer submits pursuant to this paragraph shall indicate whether Developer claims that the delay should be excused due to a Force Majeure event. The notice shall describe in detail the basis for Developer's contention that it experienced a Force Majeure delay, the anticipated length of the delay, the precise cause or causes of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which those measures will be implemented. Developer shall adopt all reasonable measures to avoid or minimize such delay. Failure to so notify Wal-Mart shall render this **Paragraph 26** (Force Majeure) void and of no effect as to the event in question and shall be a waiver of Developer's right to obtain an extension of time for its obligations based on such event.

If a delay in performance is, or was, caused by a Force Majeure event, Wal-Mart shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event. An extension of one compliance date based on a particular event shall not automatically extend any other compliance date. Developer shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought.

[Signatures on Following Pages]

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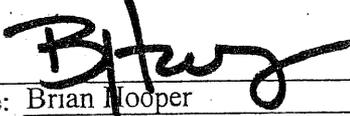
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owing of
which an

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above
en.

WAL-MART:

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: 
Name: Brian Hooper
Title: Vice President, Real Estate

DEVELOPER:

WOODBRIIDGE PROPERTIES, LLC,
a Texas limited liability company

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

By: _____
Donald P. Herzog
Member

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

WAL-MART:

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____
Name: _____
Title: _____

DEVELOPER:

WOODBRIIDGE PROPERTIES, LLC,
a Texas limited liability company

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

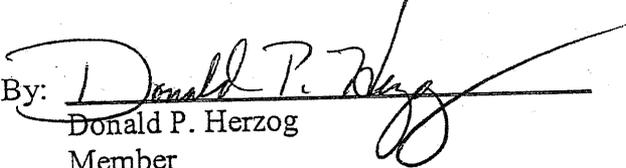
By:  _____
Donald P. Herzog
Member

EXHIBIT A TO JOINT DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF DEVELOPER TRACT - TO BE ATTACHED

EXHIBIT A

LEGAL DESCRIPTION

164.6922 Acres, James Cumba Survey, Abstract No. 243, H.J. Hardin Survey, Abstract No. 438, Richard Newman Survey, Abstract No. 660, H. Warnell Survey, Abstract No. 1031, City of Sachse, Collin County, Texas

BEING a tract of land situated in the James Cumba Survey, Abstract No. 243, the H.J. Hardin Survey, Abstract No. 438, the Richard Newman Survey, Abstract No. 660, and the H. Warnell Survey, Abstract No. 1031, in the City of Sachse, Collin County, Texas, and being a part of a called 125.749 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 5065, Page 4376 of the Deed Records of Collin County, Texas, all of a called 14.834 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 5055, Page 407 of the Deed Records of Collin County, Texas, and a part of a called 201.6688 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 4771, Page 0007 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for the northwest corner of the beforementioned 125.749 acre tract;

THENCE with the northerly and easterly lines of the 125.749 acre tract, the following courses and distances to wit:

- North 89°25'07" East, a distance of 612.96 feet to point for corner;
- South 89°18'09" East, a distance of 2802.12 feet to a point for corner;
- South 33°41'39" West, a distance of 1122.51 feet to a point for corner;
- South 37°41'44" East, a distance of 436.73 feet to a point for corner;
- North 52°18'16" East, a distance of 837.91 feet to a point for corner;
- North 36°40'27" East, a distance of 92.79 feet to a point for corner;
- North 52°18'16" East, a distance of 939.56 feet to a point for corner;
- South 71°40'44" East, a distance of 24.12 feet to a point for corner in the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way;

THENCE with the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way, the following courses and distances to wit:

- South 52°18'16" West, a distance of 950.30 feet to a point for corner;
- South 36°40'27" West, a distance of 92.79 feet to a point for corner;
- South 52°18'16" West, a distance of 4845.19 feet to a point for the southwest corner of the beforementioned 14.834 acre tract;

THENCE leaving the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way with the west and north line of the 14.834 acre tract, the following courses and distances to wit:

- North 00°45'15" East, a distance of 1123.45 feet to a point for corner;
- North 89°11'30" East, a distance of 338.00 feet to a point for the southwest corner of the beforementioned 201.6688 acre tract;

THENCE leaving the north line of the 14.834 acre tract with the west lines of the 201.6688 acre tract, the following courses and distances to wit:

--North 00°48'26" West, a distance of 117.51 feet to a point for corner;
--North 89°11'34" East, a distance of 15.00 feet to a point for corner;
--North 00°48'26" West, a distance of 178.29 feet to a point for corner;
--North 02°35'05" East, a distance of 277.16 feet to a point for corner;
--North 86°11'31" West, a distance of 30.00 feet to a point for corner;
--North 48°48'29" East, a distance of 21.21 feet to a point for corner;
--North 03°48'29" East, a distance of 51.18 feet to a point for corner;
--South 86°11'31" East, a distance of 135.00 feet to a point for corner;
--North 03°48'29" East, a distance of 102.85 feet to a point for corner and beginning of a curve to the right;
--Northerly, with the curve to the right, through a central angle of 14°03'58", having a radius of 225.00 feet, and a chord bearing and distance of North 10°50'28" East, 55.10 feet, an arc length of 55.24 feet to a point for the end of the curve and the beginning of a non-tangent curve to the left;
--Westerly, with the curve to the left, through a central angle of 19°35'26", having a radius of 772.50 feet, and a chord bearing and distance of North 83°40'21" West, 262.85 feet, an arc length of 264.13 feet to a point for the end of the curve,
--North 03°08'43" West, a distance of 60.00 feet to a point for corner and the beginning of a non-tangent curve to the right;
--Easterly, with the curve to the right, through a central angle of 14°48'02", having a radius of 832.50 feet, and a chord bearing and distance of South 86°02'39" East, 214.45 feet, an arc length of 215.05 feet to a point for the end of the curve;
--North 18°20'47" West, a distance of 434.24 feet to a point for corner;
--North 15°59'53" East, a distance of 791.60 feet to a point for corner;
--South 89°25'05" West, a distance of 451.07 feet to a point for corner;
--North 00°00'06" East, a distance of 613.47 feet to the POINT OF BEGINNING and containing
164.6922 acres.

Bearing system based upon monumentation found along the east line of a called 11.4146 acre tract of land described in deed to the Board of Trustees of the Wylie Independent School District, recorded in Volume 5825, Page 2869 of the Land Records of Collin County, Texas, with a bearing of "North 00°48'35" West."

SAVE AND EXCEPT that certain 1.324 acre tract of land conveyed to the United States of America by deed dated July 29, 1991, filed August 30, 1991, recorded in Volume 3717, Page 274, Deed Records of Collin County, Texas and subsequently platted into Lots 1 and 2, Block 1, DFW EAST ASR ADDITION, an Addition to the City of Sachse, Collin County, Texas, according to the plat recorded in Volume I, Page 574, Plat Records of Collin County, Texas.

SAVE AND EXCEPT that portion of Ranch Road as dedicated on the plat of Woodbridge Phase 8, an addition to the City of Sachse, Collin County, Texas according to the plat thereof recorded in Volume Q, Page 454, of the Map Records of Collin County, Texas.

SAVE AND EXCEPT that portion of Ranch Road being 0.007 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121020 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that portion of Ranch Road being 0.1847 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121030 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that portion of Ranch Road being 0.7184 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121040 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that portion of Ranch Road being 0.1847 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121030 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that certain 1.937 acre tract of land known as Woodbridge Commons, Phase One, an addition to the City of Sachse, Collin County, Texas according to the plat thereof recorded in Volume 2011, Page 295, of the Map Records of Collin County, Texas.

SAVE AND EXCEPT that certain 17.166 acre tract of land out of the H.J. Hardin Survey, Abstract No. 438, and the Richard Newman Survey, Abstract No. 660, City of Sachse, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Woodbridge Properties, L.L.C. recorded in Volume 5065, Page 4376, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set in the northwest right-of-way line of the K.C.R.C. Railroad (a 100-foot wide right-of-way); from said point, the intersection of said northwest right-of-way line and the northeast right-of-way line of Ranch Road (a variable width right-of-way) bears South 52°18'44" West, a distance of 1306.04 feet;

THENCE departing said northwest right-of-way line, the following courses and distances:

North 37°42'23" West, a distance of 759.76 feet to a 5/8" iron rod with "KHA" cap set for corner;

North 52°17'37" East, a distance of 411.54 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a curve to the left having a central angle of 42°44'46", a radius of 280.00 feet, a chord bearing and distance of North 30°55'13" East, 204.09 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 208.90 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;

North 09°32'50" East, a distance of 100.00 feet to a 5/8" iron rod with "KHA" cap set for corner;

South 80°27'10" East, a distance of 114.72 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a curve to the right having a central angle of 42°43'36", a radius of 950.00 feet, a chord bearing and distance of South 59°05'22" East, 692.13 feet; In a southeasterly direction, with said curve to the right, an arc distance of 708.43 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve; South 37°43'34" East, a distance of 173.60 feet to a 5/8" iron rod with "KHA" cap set for corner in said northwest right-of-way line;

THENCE with said northwest right-of-way line, South 52°18'44" West, a distance of 1005.31 feet to the POINT OF BEGINNING and containing 17.166 acres or 747,747 square feet of land.

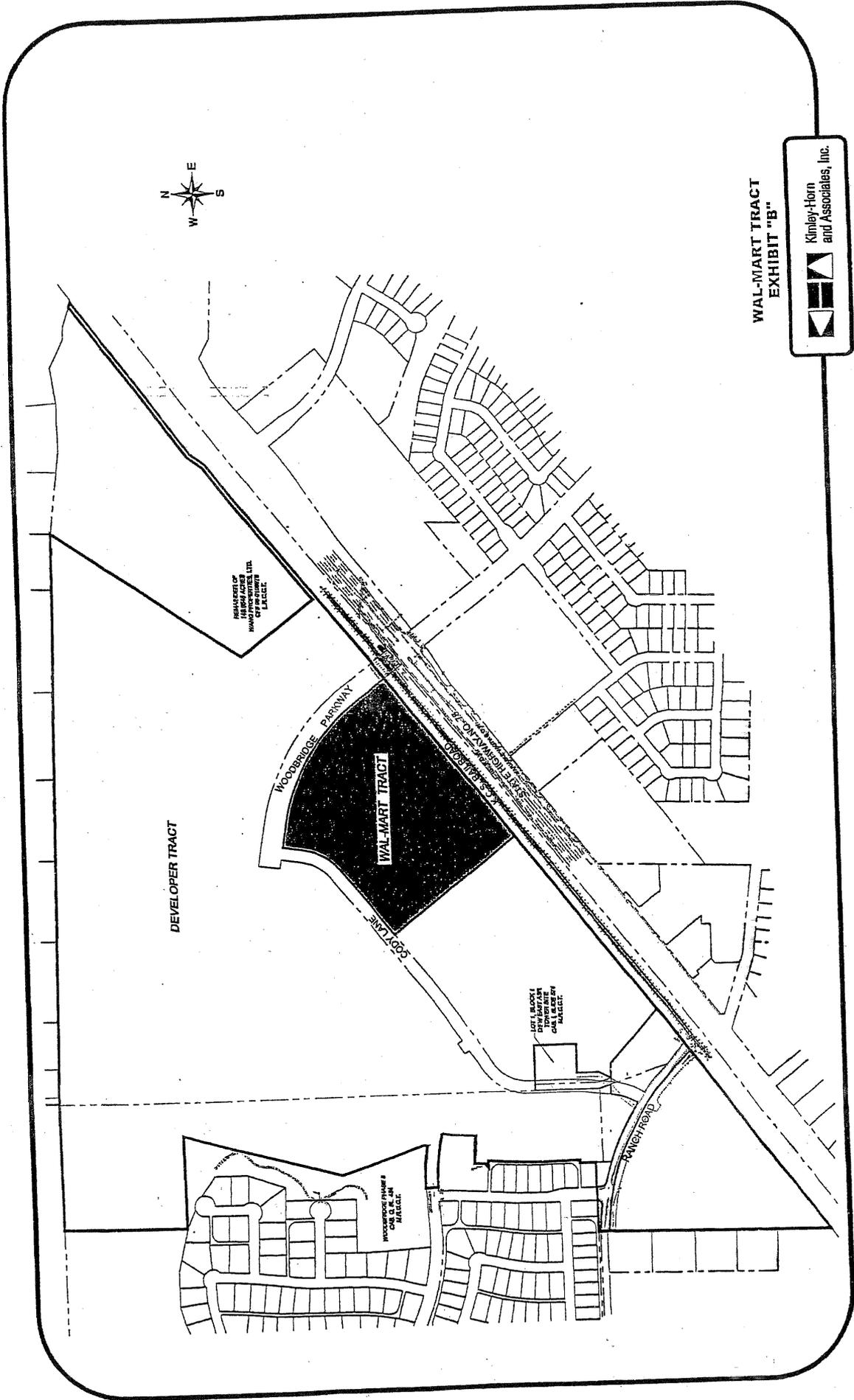
EXHIBIT B TO JOINT DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF WAL-MART TRACT - TO BE ATTACHED

LEGAL DESCRIPTION

Being Lot 1, Block 1 of WOODBRIDGE COMMONS, PHASE TWO, an addition to the City of Sachse, Collin County, Texas, according to the plat thereof recorded in Volume _____, Page _____ of the Plat Records of Collin County, Texas.

Instrument No. 20111102010002280

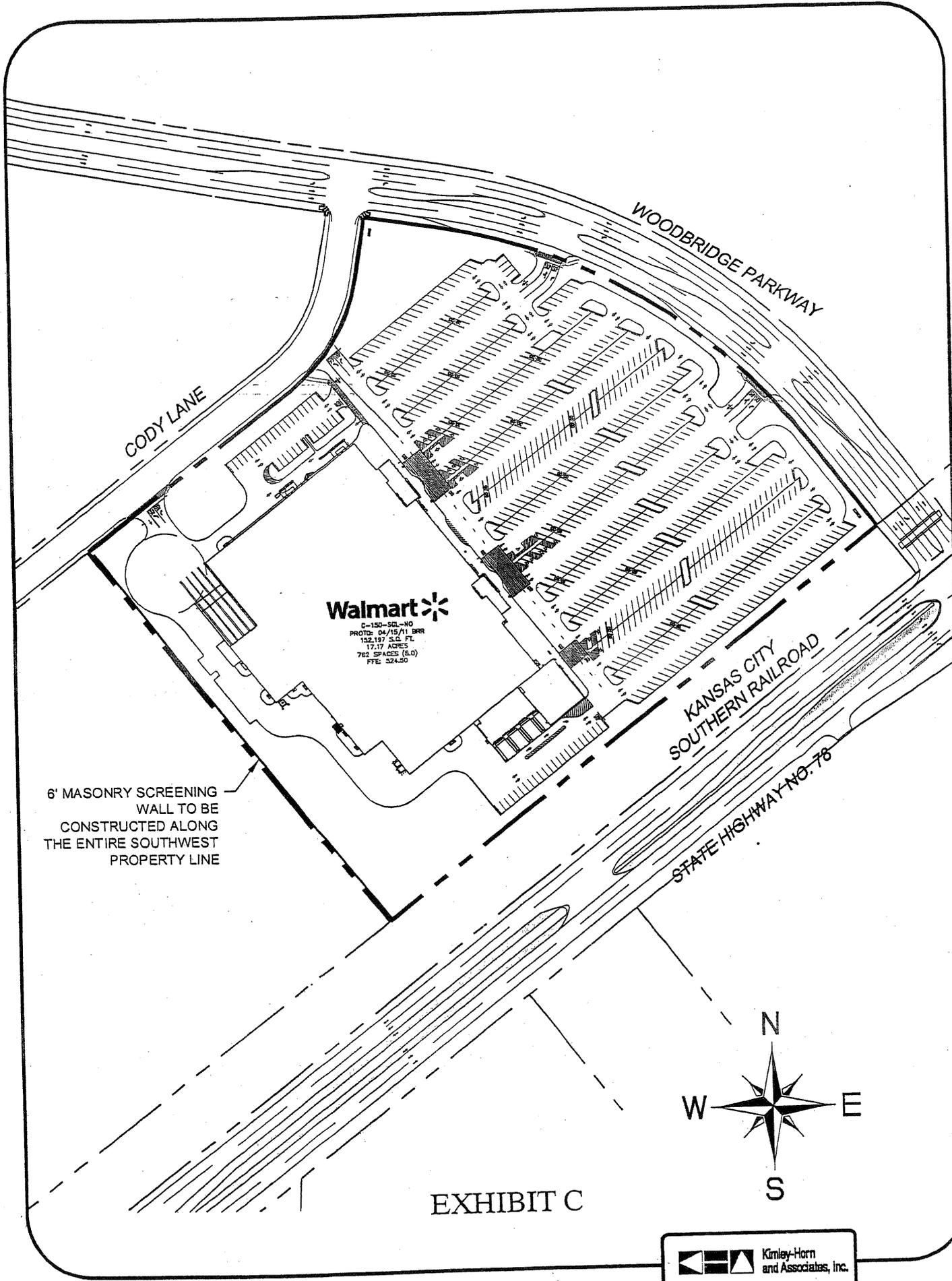


WAL-MART TRACT
EXHIBIT "B"

Kinley-Horn
and Associates, Inc.

EXHIBIT C TO JOINT DEVELOPMENT AGREEMENT

SITE PLAN (LAYOUT) - TO BE ATTACHED



Walmart 
C-150-SQL-NO
PROTO: 04/15/11 BRR
132,197 S.Q. FT.
17.17 ACRES
782 SPACES (5.0)
FFE: 324.50

6' MASONRY SCREENING
WALL TO BE
CONSTRUCTED ALONG
THE ENTIRE SOUTHWEST
PROPERTY LINE

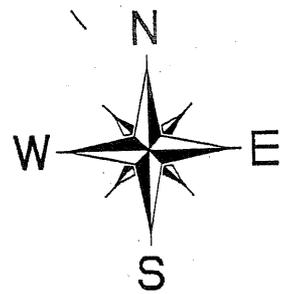


EXHIBIT C

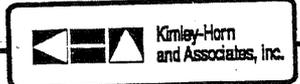


EXHIBIT D TO JOINT DEVELOPMENT AGREEMENT

GRADING PLANS - TO BE ATTACHED

EXHIBIT D



LEGEND

PROPOSED CONTOURS
EXISTING CONTOURS

REMAINDER OF
149.6516 ACRES
WANG PROPERTIES, L
CF# 96-0108976
L.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 4376
D.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 4376
D.R.C.C.T.

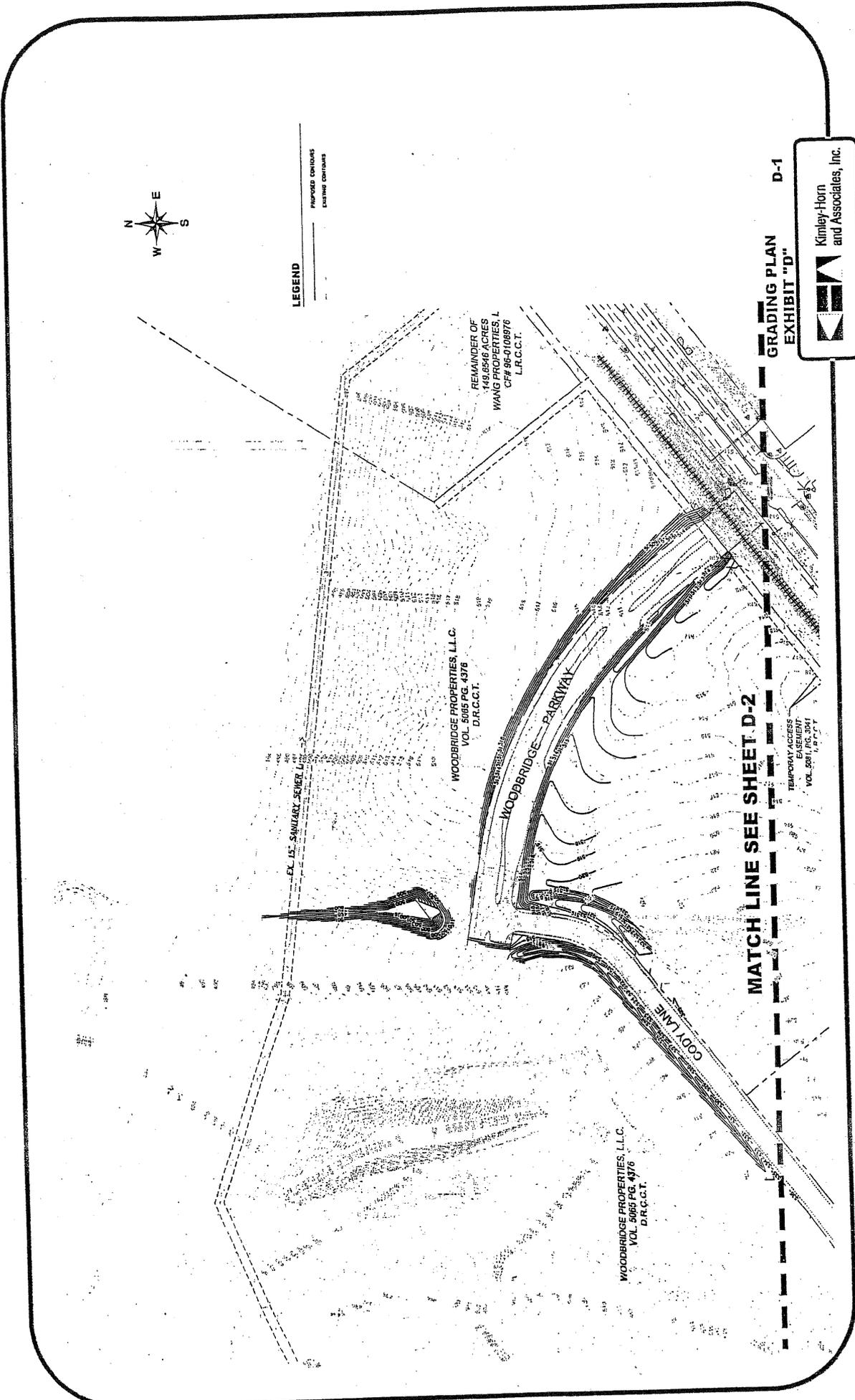
MATCH LINE SEE SHEET D-2

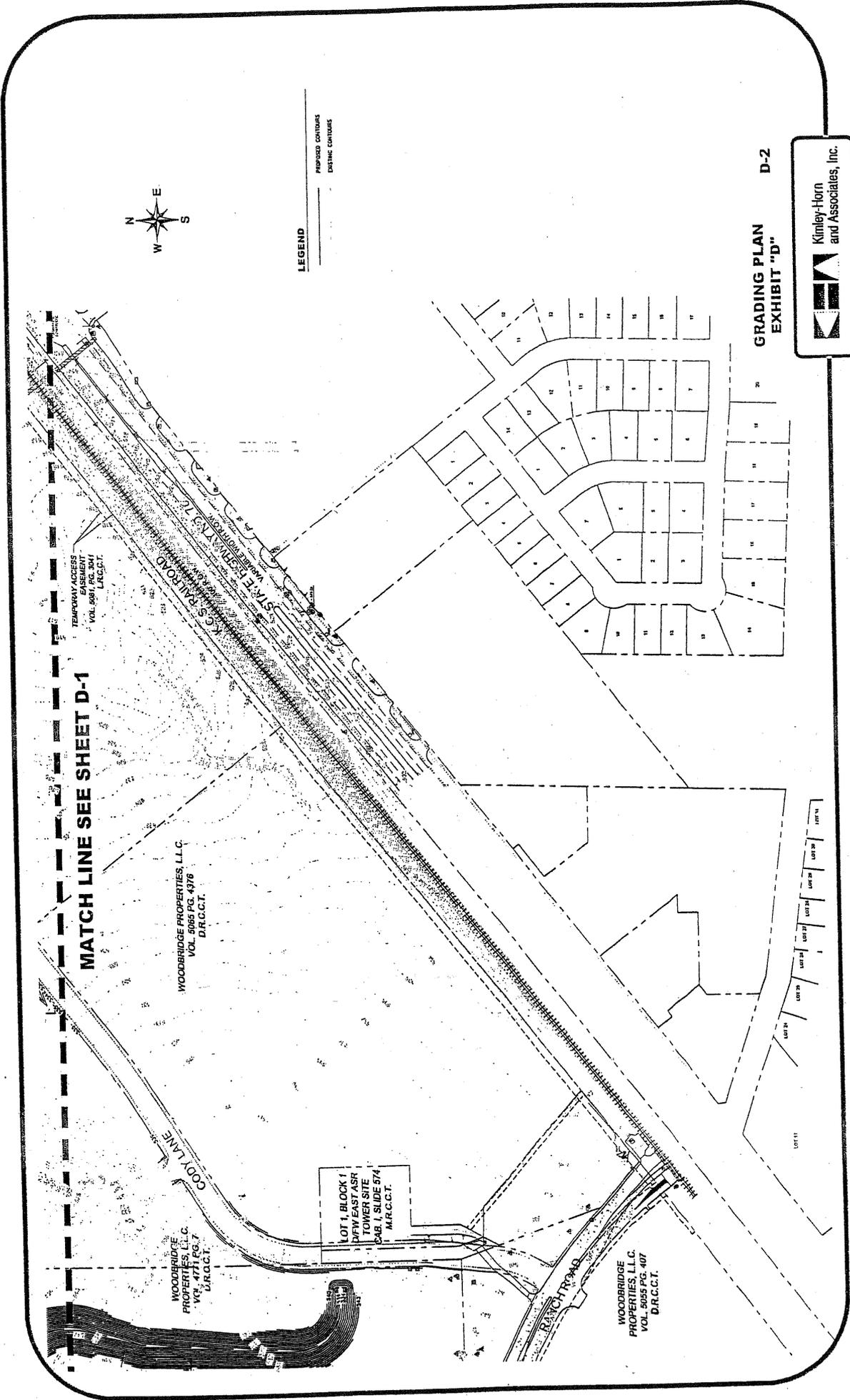
GRADING PLAN
EXHIBIT "D"

D-1



Kimley-Horn
and Associates, Inc.





MATCH LINE SEE SHEET D-1



LEGEND

PROPOSED CONTOURS
EXISTING CONTOURS

GRADING PLAN
EXHIBIT "D"
D-2



TEMPORARY ACCESS
EASEMENT
VOL. 5061, PG. 432
D.A.C.C.T.

WOODBIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 4376
D.A.C.C.T.

WOODBIDGE PROPERTIES, L.L.C.
VOL. 4771 PG. 7
D.A.C.C.T.

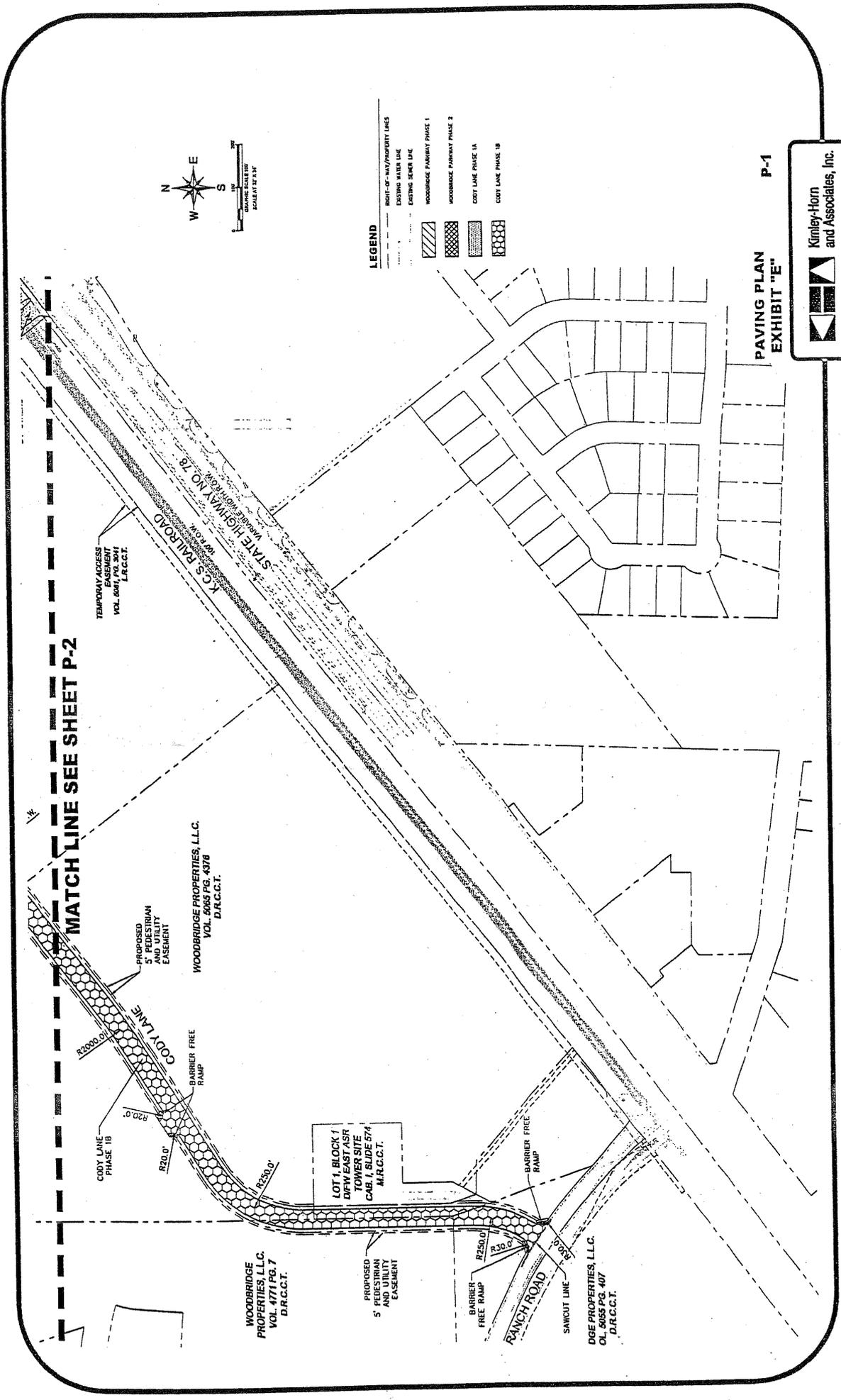
LOT 1, BLOCK 1
DEWEAST ASH
TOWER SITE
CAB. 1, SLIDE 574
M.R.C.C.T.

WOODBIDGE PROPERTIES, L.L.C.
VOL. 5055 PG. 407
D.A.C.C.T.

LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20

EXHIBIT E TO JOINT DEVELOPMENT AGREEMENT

PAVING PLAN - TO BE ATTACHED



MATCH LINE SEE SHEET P-2

TEMPORARY ACCESS
EASEMENT
VOL. 5887 PGS. 477, 478
D.R.C.C.T.

PROPOSED
5' PEDESTRIAN
AND UTILITY
EASEMENT

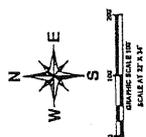
WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5887 PGS. 478
D.R.C.C.T.

WOODBRIDGE
PROPERTIES, L.L.C.
VOL. 4771 PG. 7
D.R.C.C.T.

LOT 1, BLOCK 1
DFW EAST ASR
TOWER SITE
CAB. 1, SLIDE 574
M.R.C.C.T.

PROPOSED
5' PEDESTRIAN
AND UTILITY
EASEMENT

DGE PROPERTIES, L.L.C.
OL 5655 PG. 407
D.R.C.C.T.



LEGEND

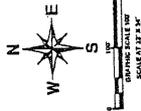
- RIGHT-OF-WAY/PROPERTY LINES
- EXISTING WATER LINE
- EXISTING SEWER LINE
- WOODBRIDGE PARKWAY PHASE 1
- WOODBRIDGE PARKWAY PHASE 2
- CODY LANE PHASE 1A
- CODY LANE PHASE 1B



P-1
PAVING PLAN
EXHIBIT "E"



Kinley-Horn
and Associates, Inc.



LEGEND

- BOUNDARY LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- WOODBRIDGE PARKWAY PHASE 1
- WOODBRIDGE PARKWAY PHASE 2
- CODY LANE PHASE 1A
- CODY LANE PHASE 1B

REMAINDER OF
48.86 ACRES
WANG PROPERTIES, LTD.
OFF # 010878
L.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5085 PG. 4378
D.R.C.C.T.

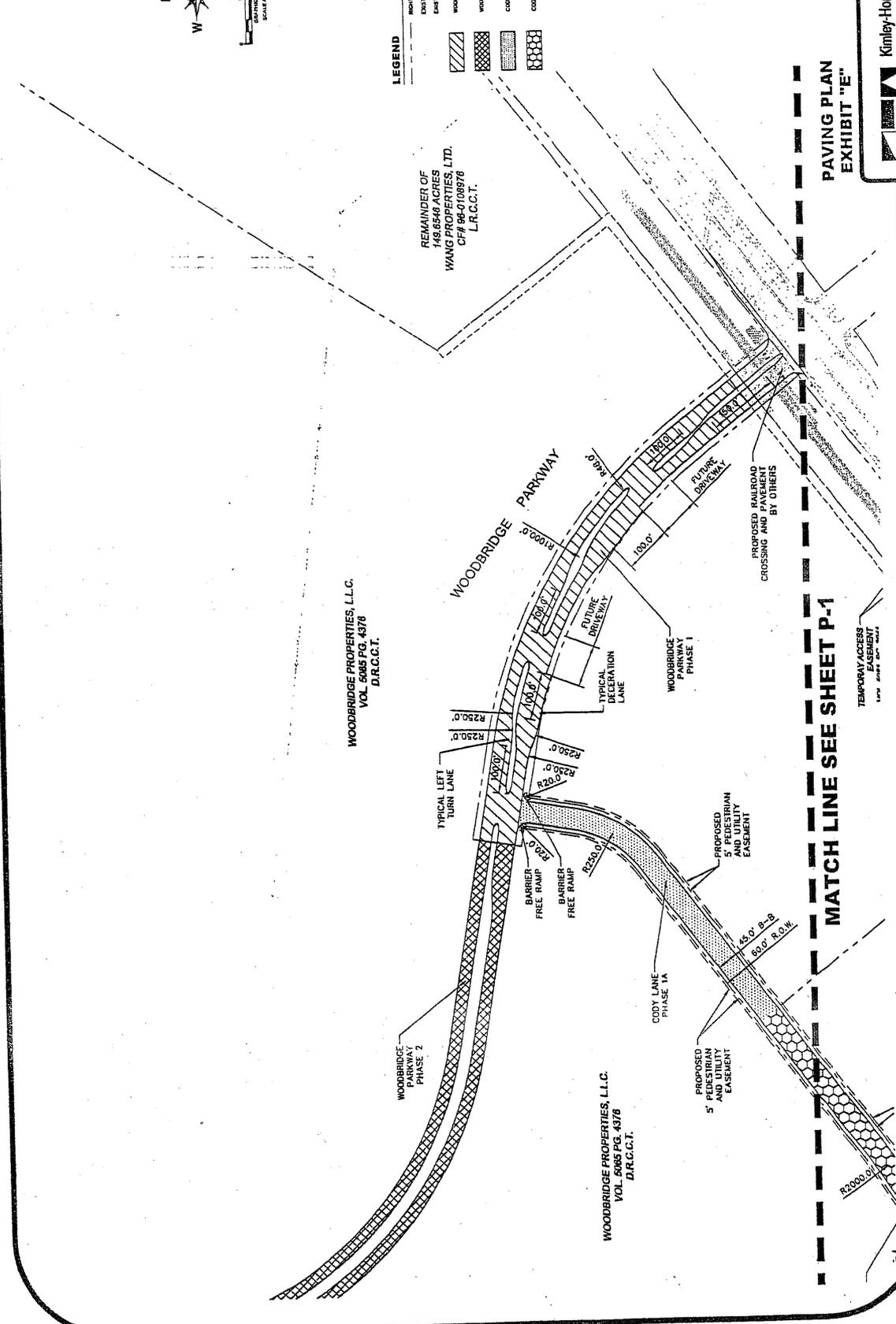
WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5085 PG. 4378
D.R.C.C.T.

**PAVING PLAN
EXHIBIT "E"**

MATCH LINE SEE SHEET P-1

P-2

Kimley-Horn
and Associates, Inc.



TEMPORARY ACCESS
EASEMENT
SEE SHEET P-1

PROPOSED RAILROAD
CROSSING AND BY OTHERS

PROPOSED
5' PEDESTRIAN
AND UTILITY
EASEMENT

PROPOSED
5' PEDESTRIAN
AND UTILITY
EASEMENT

CODY LANE
PHASE 1A

WOODBRIDGE
PARKWAY
PHASE 1

WOODBRIDGE PARKWAY

WOODBRIDGE
PARKWAY
PHASE 2

BARRIER
FREE RAMP

BARRIER
FREE RAMP

BARRIER
FREE RAMP

TYPICAL
LEFT
TURN LANE

TYPICAL
INTERSECTION
LANE

FUTURE
DRIVEWAY

PYLON
DRIVEWAY

EXHIBIT F TO JOINT DEVELOPMENT AGREEMENT

WOODBIDGE PARKWAY/KCS RAILROAD PLAN - TO BE ATTACHED



F-1

**WOODBIDGE ROADWAY /
KCS RAILROAD PLAN
EXHIBIT "F"**



**Kinley-Horn
and Associates, Inc.**

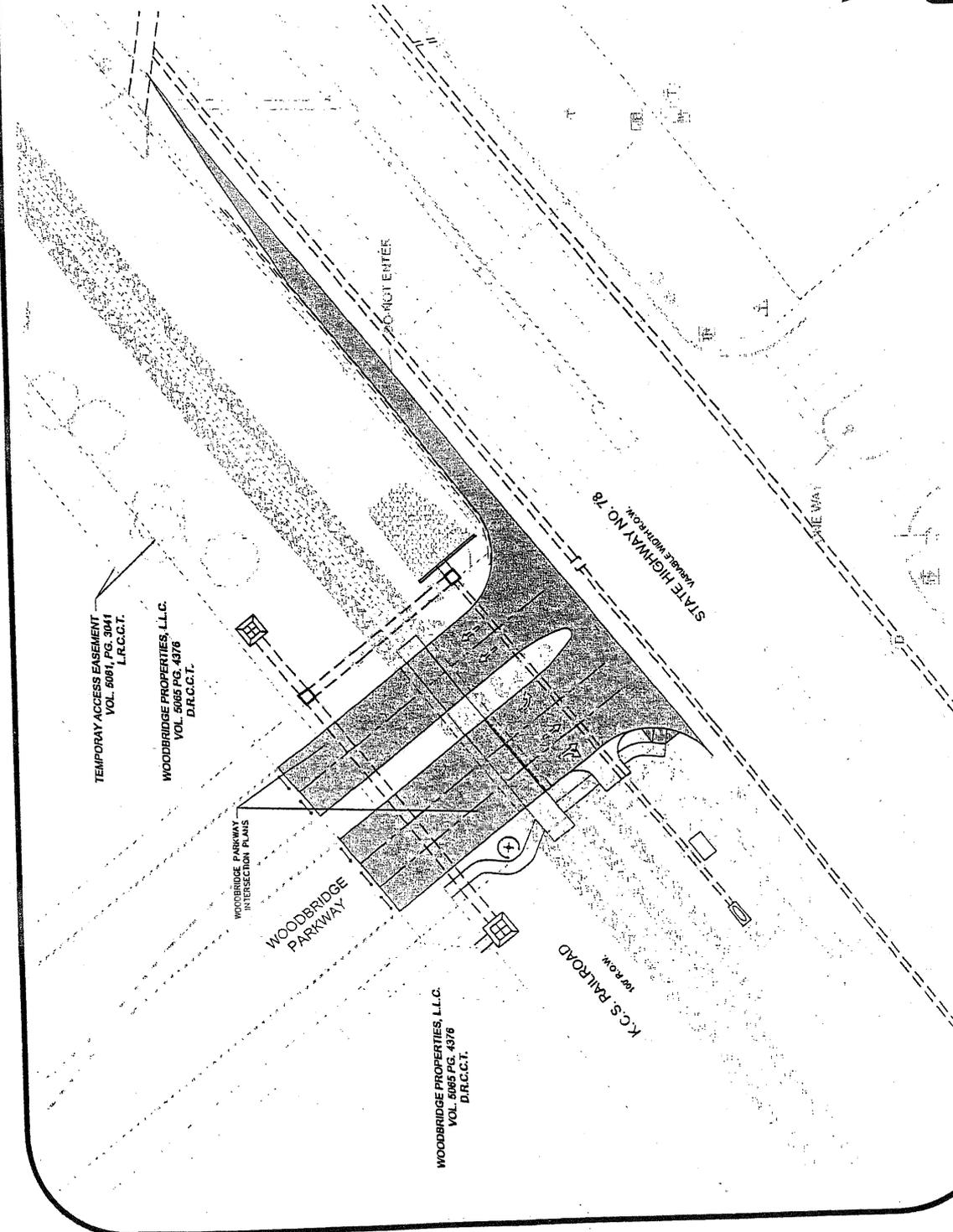
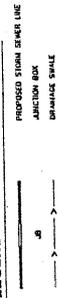


EXHIBIT G TO JOINT DEVELOPMENT AGREEMENT

STORM DRAINAGE PLAN - TO BE ATTACHED



LEGEND



DEFENTION NOTE:
AT TIME OF COMMENCEMENT HERZOG
DEVELOPMENT SHALL BE RESPONSIBLE
FOR INSTALLING AND MAINTAINING
FLOWS OF WAL-HART SITE TO ELIMINATE
DEFENTION REQUIREMENTS.

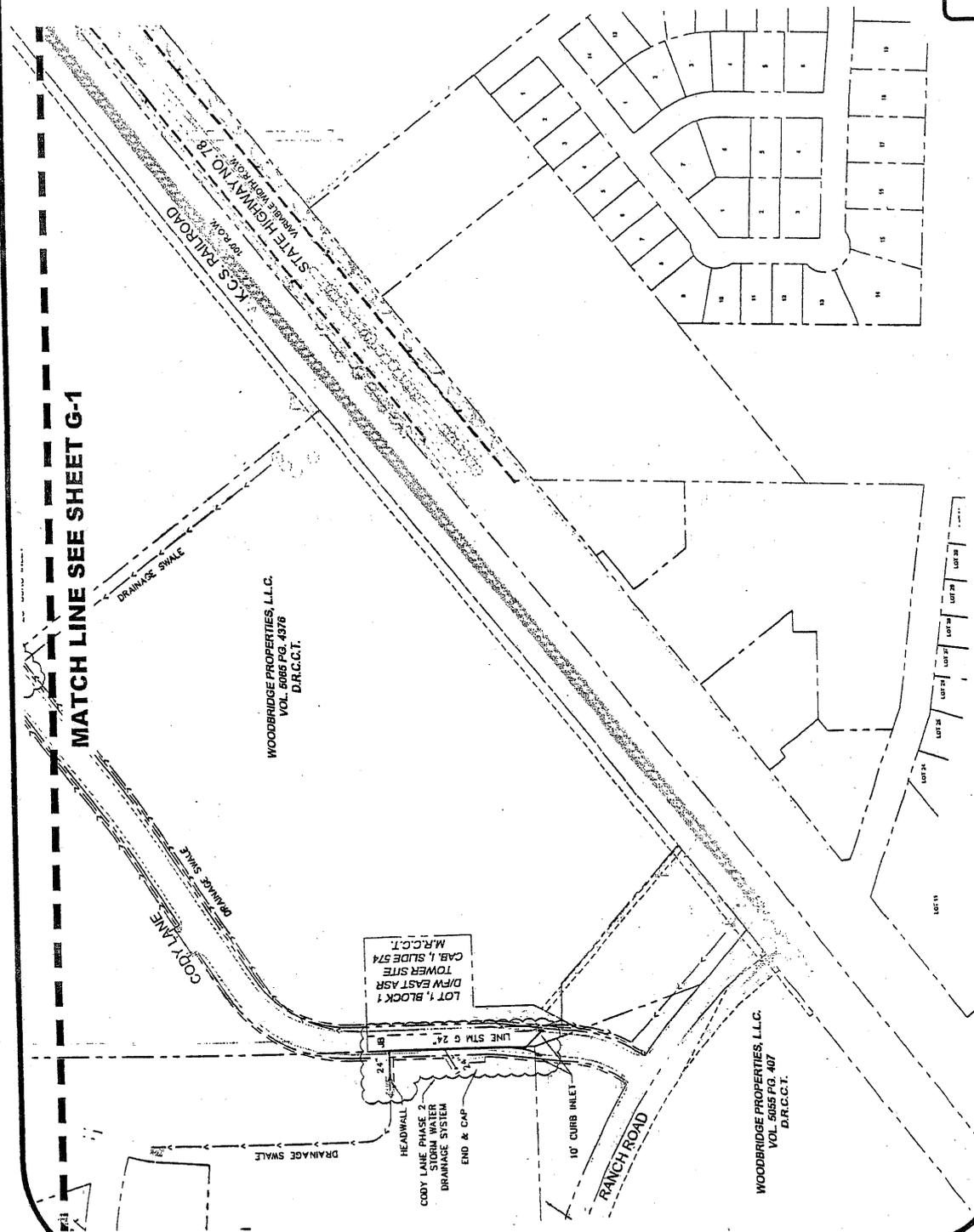
**STORM DRAINAGE
PLAN
EXHIBIT "G"**

G-2



Kimley-Horn
and Associates, Inc.

MATCH LINE SEE SHEET G-1



WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 4376
D.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 407
D.R.C.C.T.

LOT 1, BLOCK 1
D/RW EAST ASR
TOWER SITE
CAB. 4, SLIDE 574
M.R.C.T.

HEADWALL
CODY LANE PHASE 2
STORM WATER
DRAINAGE SYSTEM
END & CAP

10' CURB INLET

LINE STM G 24'

CODY LANE

RANCH ROAD

DRAINAGE SWALE

DRAINAGE SWALE

DRAINAGE SWALE

K.C.S. RAILROAD

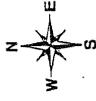
STATE HIGHWAY 1078

WOODBRIDGE PROPERTIES, L.L.C.

DRAINAGE SWALE

EXHIBIT H TO JOINT DEVELOPMENT AGREEMENT

WATER PLAN - TO BE ATTACHED



LEGEND

- PROPOSED WATER LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- FAE HYDRANT

WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 4376
D.R.C.C.T.

REMAINDER OF
149.6546 ACRES
WANG PROPERTIES, LTD.
CFF# 98-0108976
L.R.C.C.T.

EX. 152 SANITARY SEWER LINE →

WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 4376
D.R.C.C.T.

WOODBRIDGE PARKWAY

COXY LANE

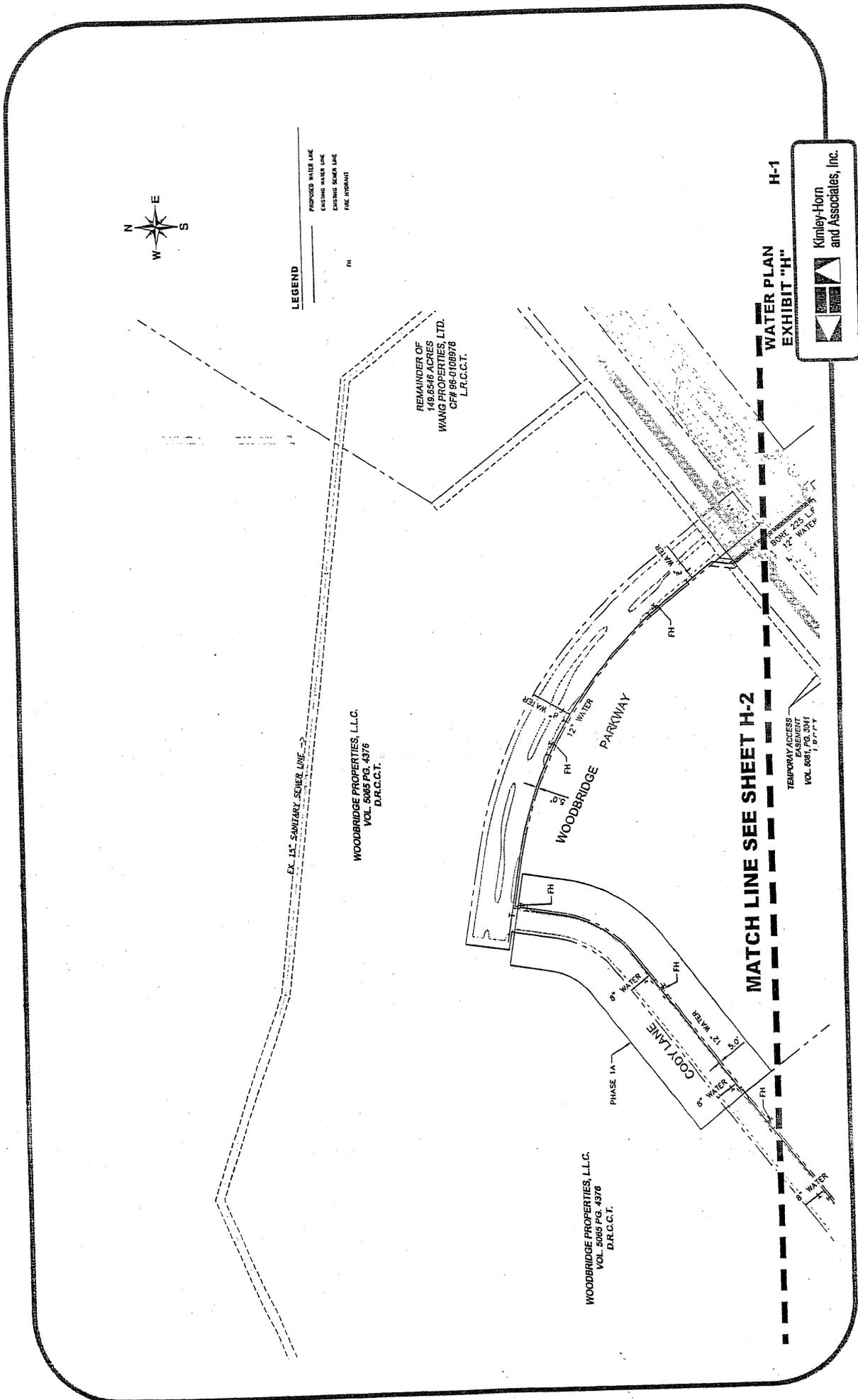
MATCH LINE SEE SHEET H-2

H-1
WATER PLAN
EXHIBIT "H"



Kimley-Horn
and Associates, Inc.

TEMPORARY ACCESS
VOL. 5061, PG. 3041
Library





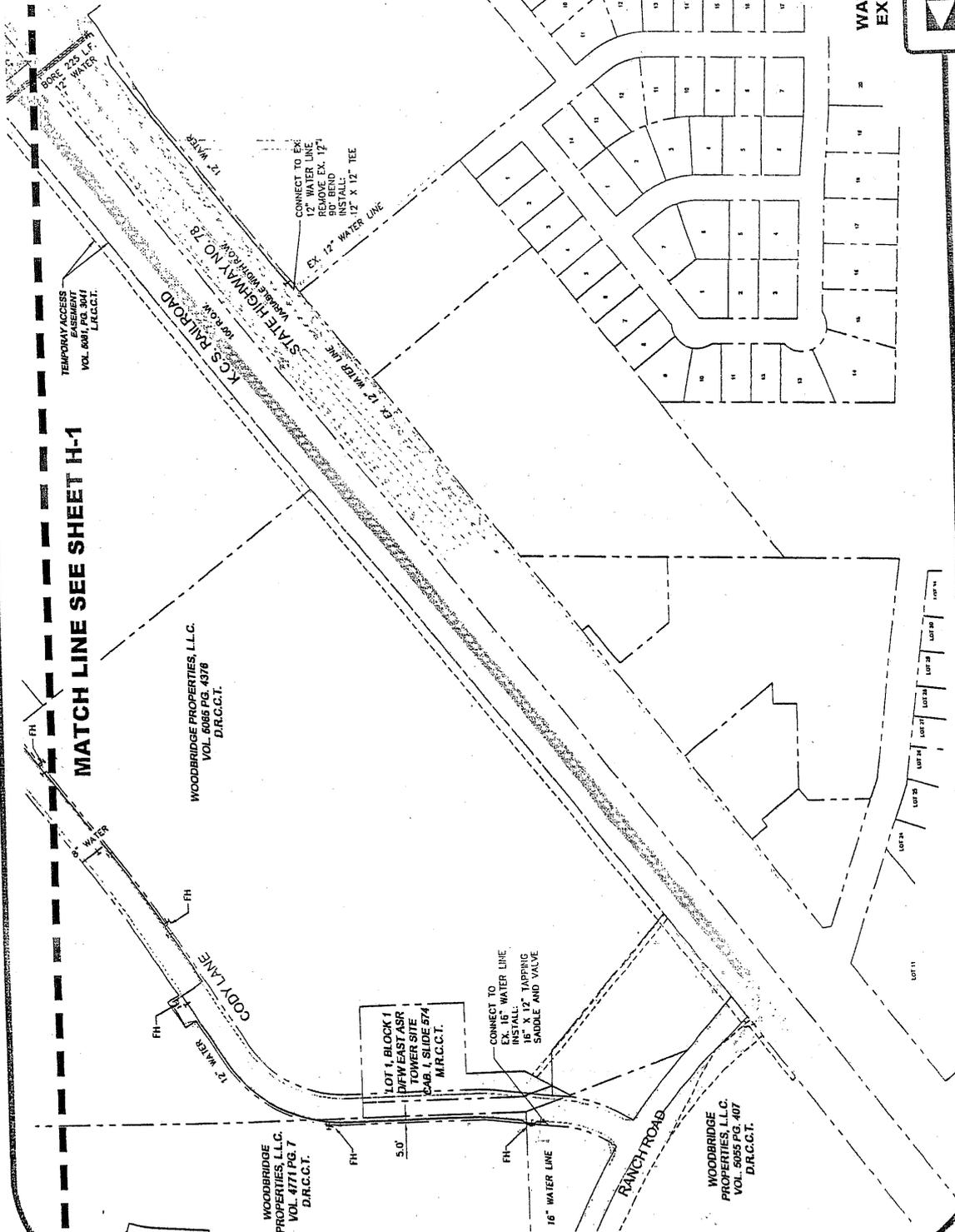
LEGEND

PROPOSED WATER LINE
 EXISTING WATER LINE
 EXISTING SEWER LINE
 FIVE FOOTBANK

**WATER PLAN
 EXHIBIT "H"**



MATCH LINE SEE SHEET H-1



TEMPORARY ACCESS
 VOL. 681 PG. 301
 D.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
 VOL. 568 PG. 4378
 D.R.C.C.T.

LOT 1, BLOCK 1
 D/FW EAST ASR
 TOWER SITE
 CAB. 1, SLIDE 574
 M.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
 VOL. 471 PG. 7
 D.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
 VOL. 565 PG. 407
 D.R.C.C.T.

LOT 21
 LOT 22
 LOT 23
 LOT 24
 LOT 25
 LOT 26
 LOT 27
 LOT 28
 LOT 29
 LOT 30

FH

FH

FH

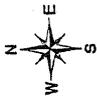
FH

FH

LOT 11

EXHIBIT I TO JOINT DEVELOPMENT AGREEMENT

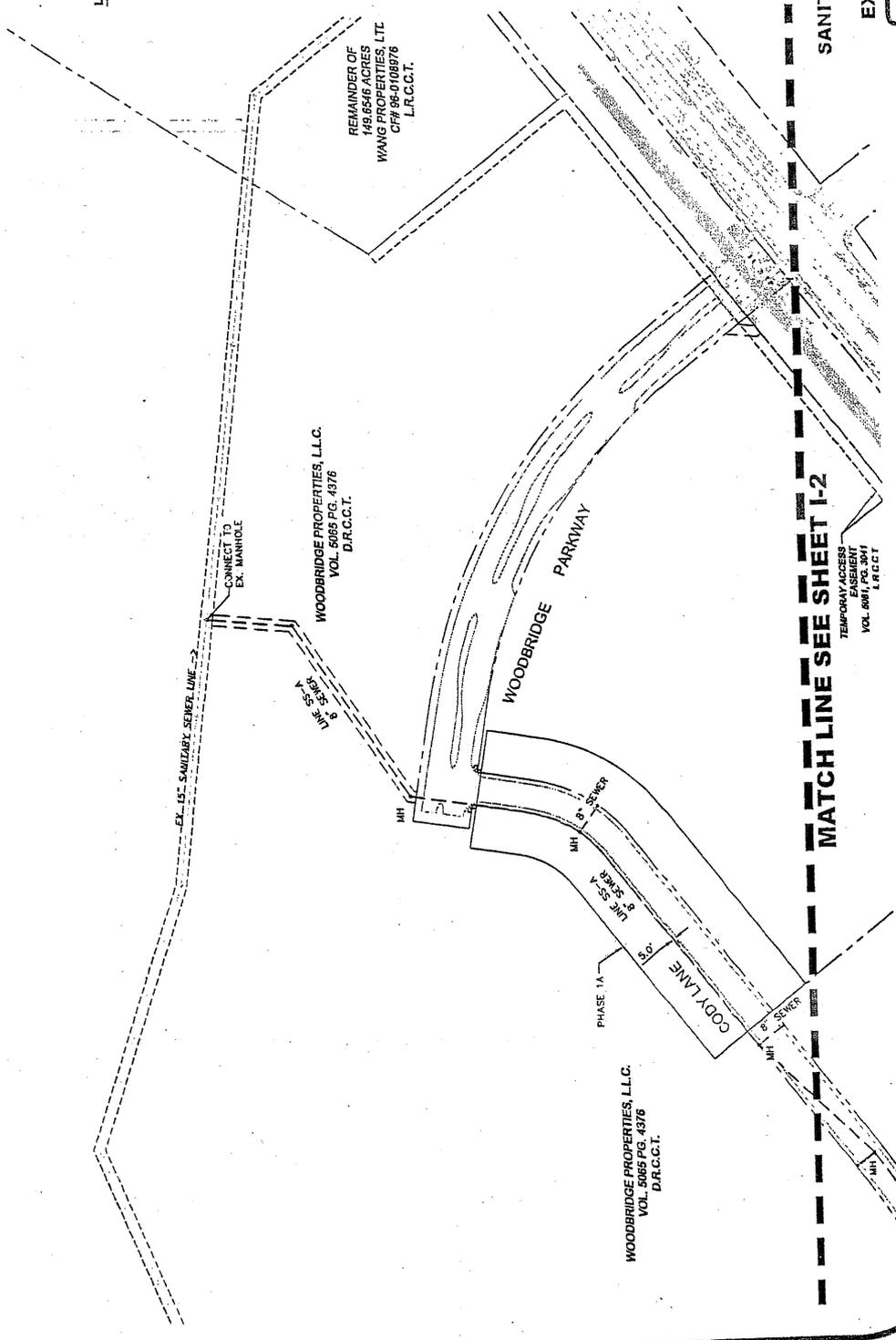
SANITARY SEWER PLAN - TO BE ATTACHED



LEGEND

- PROPOSED SEWER LINE
- EXISTING CONDUIT
- EXISTING WATER LINE
- EXISTING SLOPE LINE
- MANHOLE

I-1
SANITARY SEWER
PLAN
EXHIBIT "I"



MATCH LINE SEE SHEET I-2

TEMPORARY ACCESS
EASEMENT
VOL. 6814 L.R.C.C.T.

REMAINDER OF
149.8546 ACRES
WANG PROPERTIES, LTI
CF# 98-0108978
L.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 4376
D.R.C.C.T.

WOODBRIDGE PROPERTIES, L.L.C.
VOL. 5065 PG. 4376
D.R.C.C.T.

EX. 15" SANITARY SEWER LINE

CONNECT TO
EX. MANHOLE

LINE 8" SEWER

LINE 8" SEWER

LINE 8" SEWER

PHASE 1A

COOY LANE

WOODBRIDGE PARKWAY

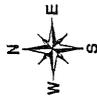
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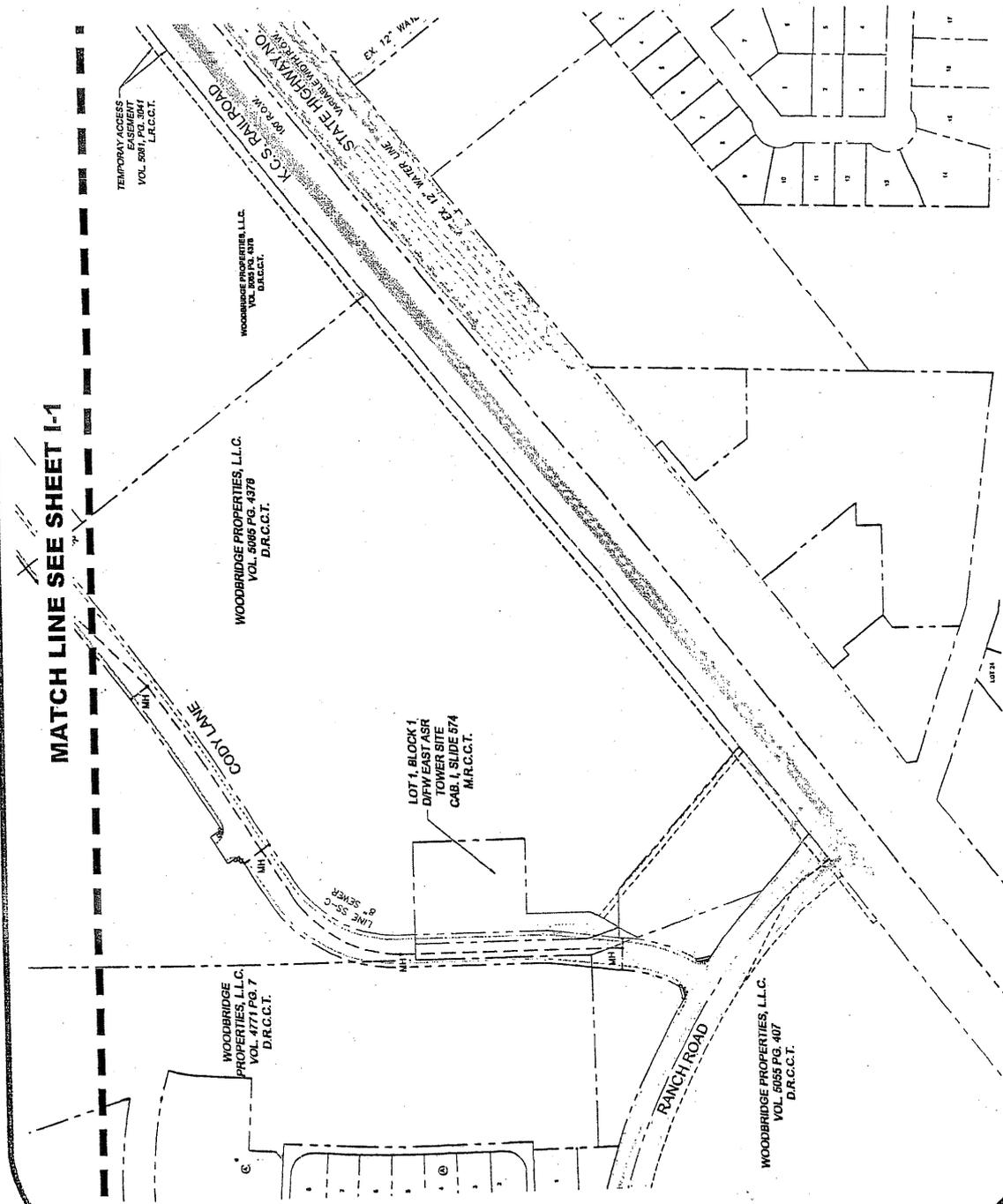
LEGEND

---	PROPOSED SEWER LINE
- - - -	EXISTING CONDUIT
- - - -	EXISTING WATER LINE
- - - -	EXISTING SEWER LINE
○	MANHOLE

**SANITARY SEWER
PLAN
EXHIBIT "I"**



MATCH LINE SEE SHEET I-1



TEMPORARY ACCESS
EASEMENT
VOL. 5881, PG. 3047
D.R.C.C.T.

WOODBIDGE PROPERTIES, LLC.
VOL. 5818, PG. 518
D.R.C.C.T.

WOODBIDGE PROPERTIES, LLC.
VOL. 5089 PG. 4378
D.R.C.C.T.

LOT 1, BLOCK 1
DFW EAST ASR
TOWER SITE
CAB. 1, SLIDE 57A
M.R.C.C.T.

WOODBIDGE PROPERTIES, LLC.
VOL. 4771 PG. 7
D.R.C.C.T.

WOODBIDGE PROPERTIES, LLC.
VOL. 5055 PG. 407
D.R.C.C.T.

EX. 12' WALK

EX. 12' WALK

MH

MH

MH

MH

LOT 2A

LINE 55-C
D. SEWER

RANCH ROAD

STATE HIGHWAY NO. 177
K.C.S. RAILROAD

COOT LANE

EXHIBIT J TO JOINT DEVELOPMENT AGREEMENT

FORM OF TEMPORARY CONSTRUCTION EASEMENT - TO BE ATTACHED

TEMPORARY CONSTRUCTION EASEMENT
*(Including attached Addendum, which is incorporated herein
by reference for all intents and purposes)*

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Agreement") is made as of the ____ day of _____, 2011, by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Grantor"), having a mailing address of 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550, and WOODBRIDGE PROPERTIES, LLC, a Texas limited liability company ("Grantee"), having a mailing address of 800 E. Campbell Rd., Suite 130, Richardson, Texas 75081.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain ____ acres of land in the City of Sachse, County of Collin, State of Texas, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Easement Property"); [NOTE: This must be a metes and bounds description and depiction of the smaller area within the larger Wal-Mart tract that will be subject to the temporary construction easement. Wal-Mart will not grant a blanket easement.]

WHEREAS, Grantee is the owner of that certain 145.5892 acres of land adjacent to the Easement Property in the City of Sachse, County of Collin, State of Texas, being more particularly described on Exhibit B attached hereto and made a part hereof (the "Grantee Property");

WHEREAS, Grantor and Grantee entered into that certain Joint Development Agreement dated _____ (the "Development Agreement"), which Development Agreement contemplates certain Roadway Improvement Work, as that term is defined in the Development Agreement, to be completed by Grantee in connection with development of the Grantee Property;

WHEREAS, Grantee requires to access the Easement Property in order to perform and complete the Roadway Improvement Work under the Development Agreement; and

WHEREAS, Grantor has agreed to grant to Grantee a temporary construction easement over the Easement Property, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Temporary Construction Easement. Grantor hereby grants to Grantee a temporary, non-exclusive construction easement (the "Temporary Easement") over, across, and through the Easement Property for the purpose of performing the Roadway Improvement Work, together with the right of access over and across the Easement Property for ingress and egress of personnel, vehicles, materials, and equipment in connection with said activities. It is understood that, except as may be otherwise provided in the Development Agreement, any work made and done in connection with the Temporary Easement shall be at Grantee's expense. Grantor may utilize the Easement Property for purposes not inconsistent with the grant herein.

2. Term. The Temporary Easement shall commence on the date hereof and shall continue until completion of the Roadway Improvement Work (being irrevocable during such period), whereupon the Temporary Easement shall automatically terminate and be of no further force and effect. The completion of the Roadway Improvement Work shall be evidenced by the issuance of a letter from the City of Sachse accepting the Roadway Improvement Work.

3. Successors. The easements granted herein are appurtenant to the Grantee Property. The rights and obligations contained herein shall run with the title to the Easement Property and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

4. Severability. In the event that any of the terms or conditions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity of the remainder of this Agreement shall in no way be affected and shall remain in full force and effect to the fullest extent permitted by law.

5. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Texas.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together, shall constitute one and the same instrument.

7. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Development Agreement, the Development Agreement shall control.

*Remainder of Page Intentionally Left Blank
Signature Page Follows*

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the day and year first above written.

GRANTOR:

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____
Name: _____
Title: _____

GRANTEE:

WOODBIDGE PROPERTIES, LLC,
a Texas limited liability company

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

By: _____
Donald P. Herzog
Managing Member

z:\res\herzog\woodbridge-walmart\temporary construction easement.v3.doc

STATE OF ARKANSAS §
 §
COUNTY OF BENTON §

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, _____ of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of said statutory trust.

(Seal and Expiration Date)

Notary Public

STATE OF _____ §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, _____, _____ of _____, a _____, on behalf of said _____.

(Seal and Expiration Date)

Notary Public

EXHIBIT A
to
TEMPORARY CONSTRUCTION EASEMENT

Easement Property

See Attached

TEMPORARY CONSTRUCTION EASEMENT
H.J. HARDIN SURVEY, ABSTRACT NO. 438 &
THE RICHARD NEWMAN SURVEY, ABSTRACT NO. 660
CITY OF SACHSE, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the H.J. Hardin Survey, Abstract No. 438, and the Richard Newman Survey, Abstract No. 660, City of Sachse, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Woodbridge Properties, L.L.C. recorded in Volume 5065, Page 4376, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the northwest right-of-way line of the K.C.R.C. Railroad (a 100-foot wide right-of-way); from said point, the intersection of said northwest right-of-way line and the northeast right-of-way line of Ranch Road (a variable width right-of-way) bears South 52°18'44" West, a distance of 2131.34 feet;

THENCE departing said northwest right-of-way line, the following courses and distances:

North 37°43'34" West, a distance of 173.48 feet to the beginning of a tangent curve to the left having a central angle of 42°43'36", a radius of 770.00 feet, a chord bearing and distance of North 59°05'22" West, 560.99 feet;
 In a northwesterly direction, with said curve to the left, an arc distance of 574.20 feet to the end of said curve;
 North 80°27'10" West, a distance of 53.99 feet to the beginning of a tangent curve to the right having a central angle of 29°32'01", a radius of 350.00 feet, a chord bearing and distance of South 37°31'36" West, 178.42 feet;
 In a southwesterly direction, with said curve to the right, an arc distance of 180.41 feet to the end of said curve;
 South 52°17'37" West, a distance of 411.54 feet to a point for corner;
 North 37°42'23" West, a distance of 70.00 feet to a 5/8" iron rod with "KHA" cap found in the south right-of-way line of the proposed Cody Lane (a proposed 60-foot wide right-of-way);

THENCE with said proposed south right-of-way line, the following courses and distances:

North 52°17'37" East, a distance of 411.54 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the left having a central angle of 42°44'46", a radius of 280.00 feet, a chord bearing and distance of North 30°55'13" East, 204.09 feet;
 In a northeasterly direction, with said curve to the left, an arc distance of 208.90 feet to the end of said curve;
 North 09°32'50" East, a distance of 100.00 feet to a 5/8" iron rod with "KHA" cap found at the intersection of said proposed south right-of-way line and the south right-of-way line of the proposed Woodbridge Parkway (a proposed 100-foot wide right-of-way);

THENCE with said proposed south right-of-way line, the following courses and distances:

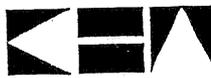
South 80°27'10" East, a distance of 114.72 feet to a 5/8" iron rod with "KHA" cap found at the beginning of a tangent curve to the right having a central angle of 42°43'36", a radius of 950.00 feet, a chord bearing and distance of South 59°05'22" East, 692.13 feet;
 In a southeasterly direction, with said curve to the right, an arc distance of 708.43 feet to a 5/8" iron rod with "KHA" cap found at the end of said curve;
 South 37°43'34" East, a distance of 173.60 feet to a 5/8" iron rod with "KHA" cap found in said northwest right-of-way line;

THENCE with said northwest right-of-way line, South 52°18'44" West, a distance of 180.00 feet to the **POINT OF BEGINNING** and containing 4.757 acres or 207,230 square feet of land.

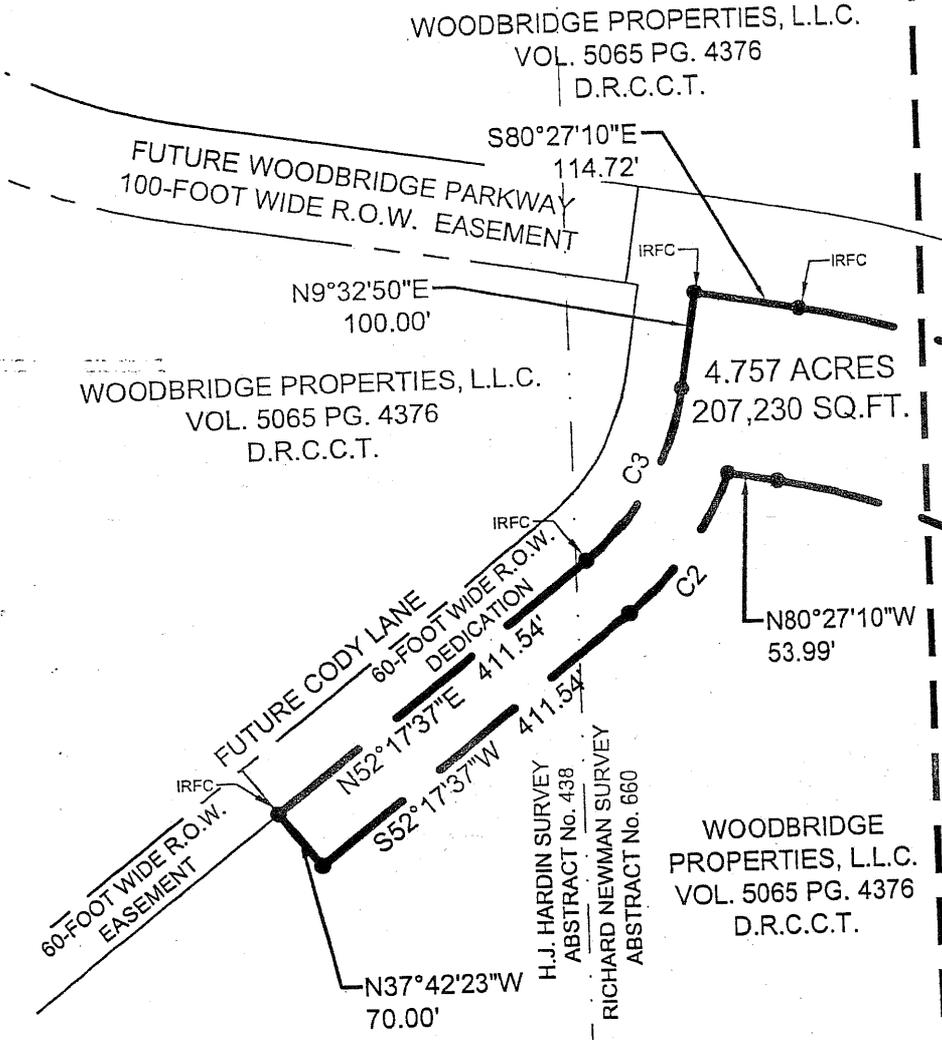
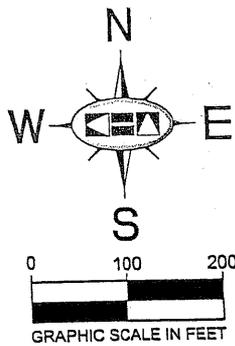
The bearings for this survey are based on a bearing of South 00°00'00" East, for the east line of Lot 30, Block L, Woodbridge, Phase 8, according to the plat recorded in Cabinet O, Page 455, Map Records of Collin County, Texas.

Dana Brown
 Registered Professional Land
 Surveyor No. 5336
 Kimley-Horn and Associates, Inc.
 12700 Park Central Drive Suite 1800
 Dallas, Texas 75251
 Ph. 972-770-1300



 Kimley-Horn and Associates, Inc.		12700 Park Central Drive, Suite 1800 Dallas, Texas 75251		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>
N/A	SRD	DAB	OCT. 2011	063564120	1 OF 3

TEMPORARY CONSTRUCTION EASEMENT
H.J. HARDIN SURVEY, ABSTRACT NO. 438 &
THE RICHARD NEWMAN SURVEY, ABSTRACT NO. 660
CITY OF SACHSE, COLLIN COUNTY, TEXAS



MATCH LINE (SEE SHEET 2)

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	42°43'36"	770.00'	574.20'	N59°05'22"W	560.99'
C2	29°32'01"	350.00'	180.41'	S37°31'36"W	178.42'
C3	42°44'46"	280.00'	208.90'	N30°55'13"E	204.09'
C4	42°43'36"	950.00'	708.43'	S59°05'22"E	692.13'



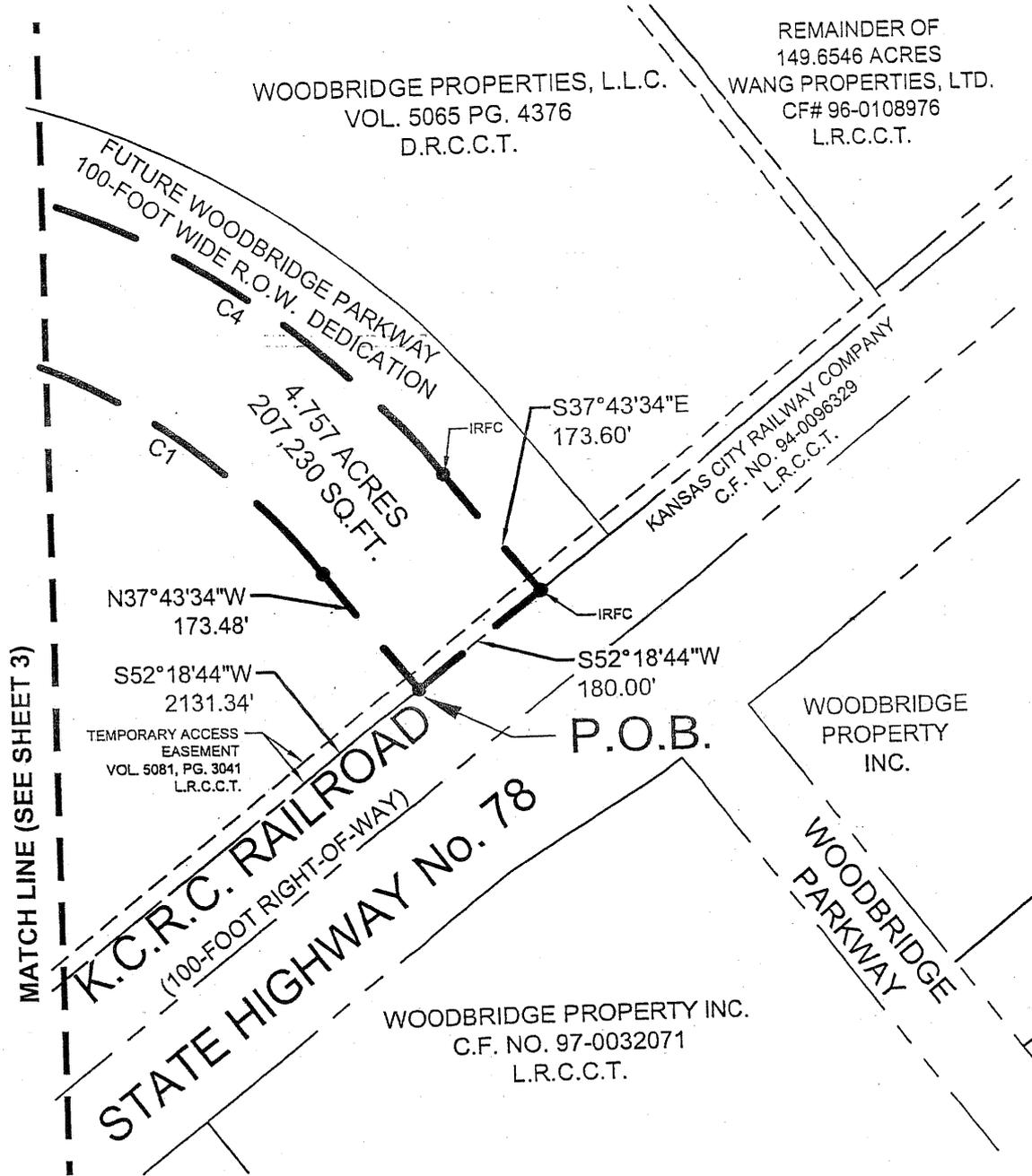
**Kimley-Horn
and Associates, Inc.**

12700 Park Central Drive, Suite 1800
Dallas, Texas 75251

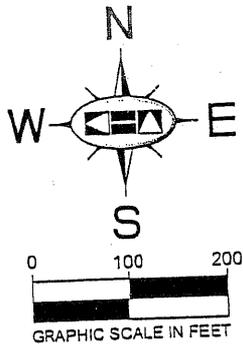
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	SRD	DAB	OCT. 2011	063564120	3 OF 3

TEMPORARY CONSTRUCTION EASEMENT
H.J. HARDIN SURVEY, ABSTRACT NO. 438 &
THE RICHARD NEWMAN SURVEY, ABSTRACT NO. 660
CITY OF SACHSE, COLLIN COUNTY, TEXAS



MATCH LINE (SEE SHEET 3)



		Kimley-Horn and Associates, Inc.	
		12700 Park Central Drive, Suite 1800 Dallas, Texas 75251	
		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
<u>Scale</u> 1" = 200'	<u>Drawn by</u> SRD	<u>Checked by</u> DAB	<u>Date</u> OCT. 2011
		<u>Project No.</u> 063564120	<u>Sheet No.</u> 2 OF 3

EXHIBIT B
to
TEMPORARY CONSTRUCTION EASEMENT

Grantee Property

See Attached

LEGAL DESCRIPTION

164.6922 Acres, James Cumba Survey, Abstract No. 243, H.J. Hardin Survey, Abstract No. 438, Richard Newman Survey, Abstract No. 600, H. Warnell Survey, Abstract No. 1031, City of Sachse, Collin County, Texas.

BEING a tract of land situated in the James Cumba Survey, Abstract No. 243, the H.J. Hardin Survey, Abstract No. 438, the Richard Newman Survey, Abstract No. 660, and the H. Warnell Survey, Abstract No. 1031, in the City of Sachse, Collin County, Texas, and being part of a called 125.749 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 5065, Page 4376 of the Deed Records of Collin County, Texas, all of a called 14.834 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 5055, Page 407 of the Deed Records of Collin County, Texas, and a part of a called 201.6688 acre tract of land described in deed to Woodbridge Properties, L.L.C., recorded in Volume 4771, Page 0007 of the Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for the northwest corner of the beforementioned 125.749 acre tract;

THENCE with the northerly and easterly lines of the 125.749 acre tract, the following courses and distances to wit:

- North 89°25'07" East, a distance of 612.96 feet to point for corner;
- South 89°18'09" East, a distance of 2802.12 feet to a point for corner;
- South 33°41'39" West, a distance of 1122.51 feet to a point for corner;
- South 37°41'44" East, a distance of 436.73 feet to a point for corner;
- North 52°18'16" East, a distance of 837.91 feet to a point for corner;
- North 36°40'27" East, a distance of 92.79 feet to a point for corner;
- North 52°18'16" East, a distance of 939.56 feet to a point for corner;
- South 71°40'44" East, a distance of 24.12 feet to a point for corner in the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way;

THENCE with the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way, the following courses and distances to wit:

- South 52°18'16" West, a distance of 950.30 feet to a point for corner;
- South 36°40'27" West, a distance of 92.79 feet to a point for corner;
- South 52°18'16" West, a distance of 4845.19 feet to a point for the southwest corner of the beforementioned 14.834 acre tract;

THENCE leaving the northerly line of a 100-foot wide G.C. & S.F. Railroad right-of-way with the west of north line of the 14.834 acre tract, the following courses and distances to wit:

- North 00°45'15" East, a distance of 1123.45 feet to a point for corner;
- North 89°11'30" East, a distance of 338.00 feet to a point for the southwest corner of the beforementioned 201.6688 acre tract;

THENCE leaving the north line of the 14.834 acre tract with the west lines of the 201.6688 acre tract, the following courses and distances to wit;

- North 00°48'26" West, a distance of 117.51 feet to a point for corner;
- North 89°11'34" East, a distance of 15.00 feet to a point for corner;
- North 00°48'26" West, a distance of 178.29 feet to a point for corner;
- North 02°35'05" East, a distance of 277.16 feet to a point for corner;
- North 86°11'31" West, a distance of 30.00 feet to a point for corner;
- North 48°48'29" East, a distance of 21.21 feet to a point for corner;
- North 03°48'29" East, a distance of 51.18 feet to a point for corner;
- South 86°11'31" East, a distance of 135.00 feet to a point for corner;
- North 03°48'29" East, a distance of 102.85 feet to a point for corner and beginning of a curve to the right;
- Northerly, with the curve to the right, through a central angle of 14°03'58", having a radius of 225.00 feet, and a chord bearing and distance of North 10°50'28" East, 55.10 feet, an arc length of 55.24 feet to a point for the end of the curve and the beginning of a non-tangent curve to the left:
- Westerly, with the curve to the left, through a central angle of 19°35'26" having a radius of 772.50 feet, and a chord bearing and distance of North 83°40'21" West, 262.85 feet, an arc length of 264.13 feet to a point for the end of the curve.
- North 03°08'43" West, a distance of 60.00 feet to a point for corner and the beginning of a non-tangent curve to the right.
- Easterly, with the curve to the right, through a central angle of 14°48'02", having a radius of 832.50 feet, and a chord bearing and distance of South 86°02'39" East, 214.45 feet, and an arc length of 215.05 feet to a point for the end of the curve.
- North 18°20'47" West, a distance of 434.24 feet to a point for corner;
- North 15°59'53" East, a distance of 791.60 feet to a point for corner;
- South 89°25'05" West, a distance of 451.07 feet to a point for corner;
- North 00°00'06" East, a distance of 613.47 feet to the POINT OF BEGINNING and containing
164.6922 acres.

Bearing system based upon monumentation found along the east line of a called 11.4146 acre tract of land described in deed to the Board of Trustees of the Wylie Independent School District, recorded in Volume 5825, Page 2869 of the Land Records of Collin County, Texas, with a bearing of "North 00°48'35" West"

SAVE AND EXCEPT that certain 1.324 acre tract of land conveyed to the United States of America by deed dated July 29, 1991, filed August 30, 1991, recorded in Volume 3717, page 274, Deed Records of Collin County, Texas and subsequently platted into Lots 1 and 2, Block 1, DFW EAST ASR ADDITION, an Addition to the City of Sachse, Collin County, Texas, according to the plat recorded in Volume 1, Page 574, Plat Records of Collin County, Texas.

SAVE AND EXCEPT that portion of Ranch Road as dedicated on the plat of Woodbridge Phase 8, an addition to the City of Sachse, Collin County, Texas according to the plat thereof recorded in Volume Q, Page 454, of the Map Records of Collin County, Texas.

SAVE AND EXCEPT that portion of Ranch Road being 0.007 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121020 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that portion of Ranch Road being 0.1847 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121030 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that portion of Ranch Road being 0.7184 acre of land dedicated as a Right-Of-Way Easement as recorded in Instrument No. 20080917001121040 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.).

SAVE AND EXCEPT that certain 1.937 acre tract of land known as Woodbridge Commons, Phase One, an addition to the City of Sachse, Collin County, Texas, according to the plat thereof recorded in Volume ___, Page ___, of the Map Records of Collin County, Texas.

SAVE AND EXCEPT that certain 17.166 acre tract of land out of the H.J. Hardin Survey, Abstract No. 438, and the Richard Newman Survey, Abstract No. 660, City of Sachse, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Woodbridge Properties, L.L.C. recorded in Volume 5065, Page 4376, Land Records of Collin County, Texas and being more particularly described as follows:

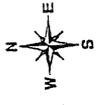
BEGINNING at a 5/8" iron rod with "KHA" cap set in the northwest right-of-way line of the K.C.R.C. Railroad (a 100-foot wide right-of-way); from said point, the intersection of said northwest right-of-way line and the northeast right-of-way line of Ranch Road (a variable width right-of-way) bears South 52°18'44" West, a distance of 1306.04 feet;

THENCE departing said northwest right-of-way line, the following courses and distances:

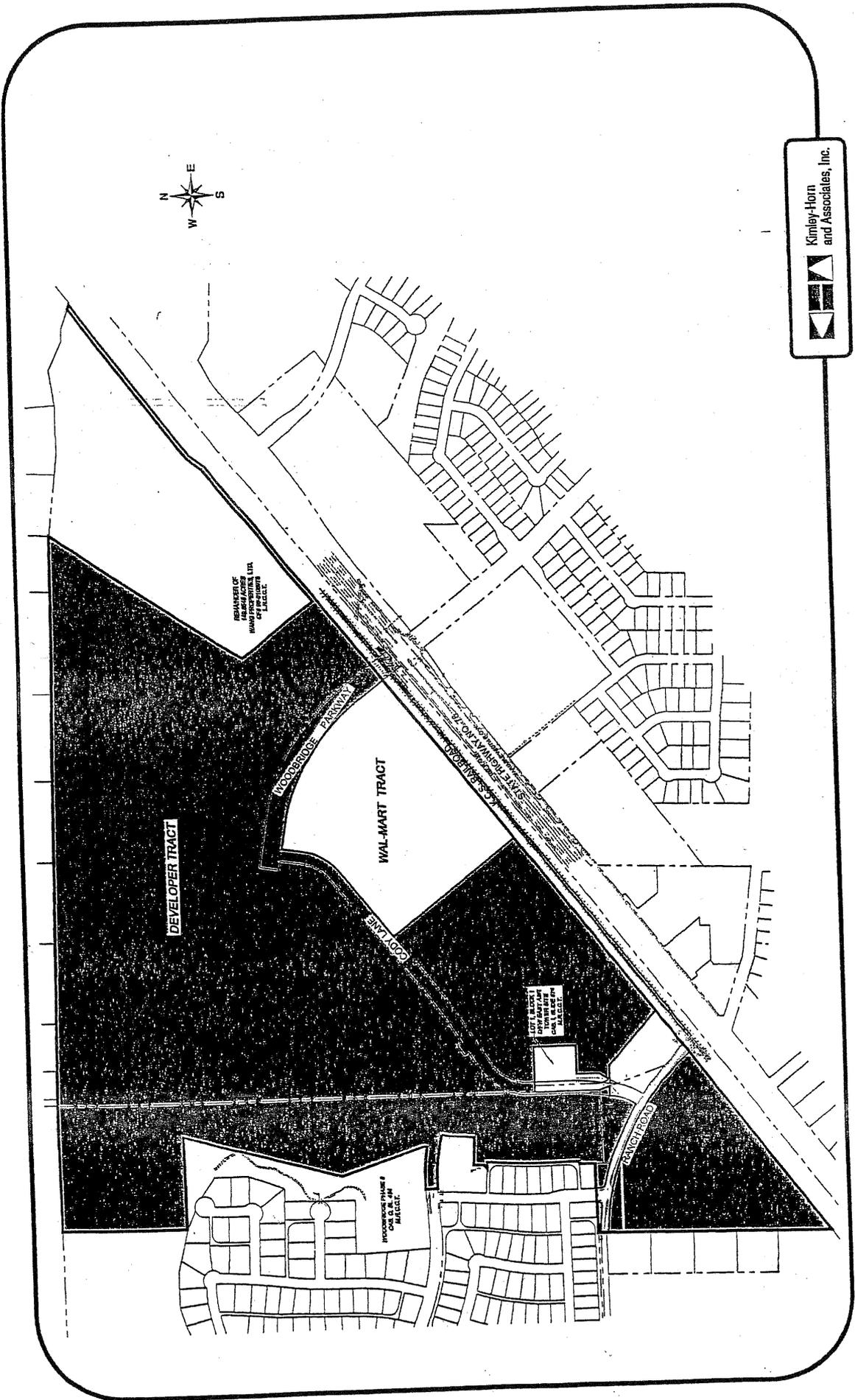
North 37°42'23" West, a distance of 759.76 feet to a 5/8" iron rod with "KHA" cap set for corner;
North 52°17'37" East, a distance of 411.54 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a curve to the left having a central angle of 42°44'46", a radius of 280.00 feet, a chord bearing and distance of North 30°55'13" East, 204.09 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 208.90 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;
North 09°32'50" East, a distance of 100.00 feet to a 5/8" iron rod with "KHA" cap set for corner;
South 80°27'10" East, a distance of 114.27 feet to a 5/8" iron rod with "KHA" cap set for corner at the beginning of a curve to the right having a central angle of 42°43'36", a radius of 950.00 feet, a chord bearing and distance of south 59°05'22" East 692.13 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 708.43 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;
South 37°43'34" East, a distance of 173.60 feet to a 5/8" iron rod with "KHA" set for corner in said northwest right-of-way line;

THENCE with said northwest right-of-way line, South 52°18'44" West, a distance of 1005.31 feet to the POINT OF BEGINNING and containing 17.166 acres or 747,747 square feet of land.



Kimley-Horn
and Associates, Inc.



REMAINDER OF
TRACT 1, BLOCK 1
OF TRACT 1

DEVELOPER TRACT

WAL-MART TRACT

LOT 1, WAL-MART
TRACT 1, BLOCK 1

COLTON

WOODROSE PARKWAY

RANCH ROAD

ADDENDUM TO TEMPORARY CONSTRUCTION EASEMENT

Notwithstanding anything to the contrary in the attached document:

1. Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Except to the extent inconsistent with the work to be performed by Grantee hereunder, Grantee agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the easement area prior to such installation.
2. Grantee will hold Grantor harmless for, and defend Grantor against, any claims, losses, causes of action, and suits which arise from Grantee's, its agents', employees' or invitees' acts or omissions relating to or arising out of the performance of work by Grantee hereunder, including but not limited to the use of the easement herein granted and will indemnify Wal-Mart for any actual losses suffered due to any such claims, losses, causes of action or suits; unless arising out of the negligent acts or omissions of Wal-Mart, its agents, employees or invitees.
3. In exercising any rights and privileges under this easement, Grantee shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements").
4. Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the easement area as provided for herein. In connection with the work to be performed by Grantee hereunder, Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers, to the extent applicable to such work.
5. Grantee shall procure and maintain in full force and effect throughout the term of this Agreement commercial general public liability

insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the Easement Property, such insurance to afford protection to the limit of not less than \$3,000,000.00 for injury or death of a single person, and to the limit of not less than \$3,000,000.00 for any one occurrence, and to the limit of not less than \$3,000,000.00 for property damage. Grantee shall provide Grantor with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Grantee which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to Grantee.

EXHIBIT K TO JOINT DEVELOPMENT AGREEMENT

BUDGET - TO BE ATTACHED

BUDGET TO JOINT DEVELOPMENT AGREEMENT

Date: October 20, 2011

Woodbridge Railroad Crossing, Woodbridge Parkway Phase 1 &
Cody Lane Phase 1A and Phase 1B Work

Description	Woodbridge Work Amount	Wal-Mart Work Amount	Project Total
Excavation	\$ 106,170.06	\$ 10,422.50	\$ 116,592.56
Utilities	\$ 583,528.30	\$113,283.40	\$ 696,811.70
Paving	\$ 783,011.84	\$ 55,008.13	\$ 838,019.97
City Inspection Fee at 3%	\$ 40,996.20	\$ 5,048.75	\$ 46,044.95
KCS Railroad Crossing Items	\$ 599,005.88		\$ 599,005.88
Engineering	\$ 165,000.00		\$ 165,000.00
Contingency	\$ 317,668.01		\$ 317,668.01
Total	\$2,595,380.29	\$183,762.78	\$2,779,143.07

Woodbridge Parkway

Phase 2 Work

Excavation	\$529,962.50	\$529,962.50
Utilities	\$ 65,572.65	\$ 65,572.65
Paving	\$373,749.36	\$373,749.36
City Inspection Fee at 3%	\$ 13,179.66	\$ 13,179.66
Total	\$982,464.17	\$982,464.17

Exhibit D

Form of Woodbridge Work Application of Payment

FROM: _____ (“Requesting Party”)

TO: Fidelity National Title Insurance Company at _____ (“Fidelity”)
_____, (“Other Party”) at _____, Attn:

DATE: _____

This request is being made by Requesting Party in connection with that certain Development Agreement (the “Development Agreement”) by and between Owner and Wal-Mart dated _____, 20__ and that certain Construction Escrow Agreement (the “Escrow Agreement”) by and between Developer, Owner, Wal-Mart, City and Lender and Fidelity dated _____, 20__. All capitalized terms used herein, but not defined herein shall have the meanings ascribed to them in the Development Agreement and/or Escrow Agreement, as applicable. **In connection herewith, Requesting Party has included a sworn Contractor’s Affidavit as required pursuant to the Escrow Agreement.**

Request No. _____

Requested amount of _____ [Insert “Woodbridge Work Amount”]: \$ _____

Total requested [Insert “Woodbridge Work Amount”] To Date: \$ _____

[Insert “Woodbridge Work Amount”]	_____
Payments to Date	_____
Balance Remaining to Date	_____
This Application	_____
Remaining Balance	_____

The undersigned hereby certifies that all of the [Insert “Woodbridge Work Amount”] heretofore advanced to and as directed by Requesting Party in connection with the payment of the advances have been applied to the payment of material and labor in connection with the [Insert “Woodbridge Work”] in accordance with each such Application for Payment. The amount requested this date, when advanced shall be used solely for the purpose of reimbursing the Requesting Party for actual funds paid or to be paid by the Requesting Party for labor or material utilized in performance of the **Woodbridge Work** in accordance with this Application for Payment, and for no other purposes, and all indebtedness to this day of every character in connection with said construction has been fully satisfied.

Fidelity shall deliver the requested [Insert “Woodbridge Work Amount”] to the Requesting Party within ten (10) business days of receipt of the Woodbridge Work Application for Payment as required in the Construction Escrow Agreement, unless Wal-Mart’s Designee or City’s Designee has issued a notice of dispute pursuant to Section 2.1.2 of the Construction Escrow Agreement.

REQUESTING PARTY

By: _____

Name: _____

Title: _____

APPROVED:
WAL-MART REAL ESTATE BUSINESS TRUST

By: _____

Name: _____

Title: _____

CITY OF SACHSE

By: _____

Name: _____

Title: _____

**FIRST AMENDMENT
TO
CONSTRUCTION ESCROW AGREEMENT**

THIS FIRST AMENDMENT TO CONSTRUCTION ESCROW AGREEMENT (herein called this "*Amendment*") is made and entered into to be effective as of the 7th day of May, 2012, by and among **HERZOG DEVELOPMENT CORPORATION**, a Texas corporation ("*Developer*"), **WOODBRIIDGE PROPERTIES, LLC**, a Texas limited liability company ("*Owner*") (collectively Developer and Owner are referred to as "*Woodbridge*"), **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("*Wal-Mart*"), **CITY OF SACHSE, TEXAS**, a Texas municipality (the "*City*"), **BRANCH BANKING & TRUST COMPANY**, successor in interest to Colonial Bank by acquisition of assets from the FDIC as Receiver for Colonial Bank ("*Lender*") (collectively, Developer, Owner, Wal-Mart, the City and Lender are referred to as "*Parties*" and sometimes, individually, as a "*Party*") and **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, a Texas corporation ("*Escrow Agent*").

WITNESSETH:

WHEREAS, the Parties and Escrow Agent have heretofore entered into that certain Construction Escrow Agreement dated on or about November 2, 2011 (herein called the "*Contract*"); and

WHEREAS, the Parties and Escrow Agent desire to modify the Contract in certain respects, all as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and Escrow Agent do hereby agree as follows:

1. Amendments.
 - a. Section 2 of the Contract is hereby amended by adding Section 2.3 immediately following Section 2.2 of the Contract, as follows:

"2.3 Payment to Fund At-Grade Highway-Rail Crossing. Notwithstanding anything to the contrary contained in this Section 2, within ten (10) business days after Woodbridge submits to Wal-Mart's Designee and City's Designee (i) a Woodbridge Work Application for Payment requesting an advance in the amount of Five Hundred Eighty-Four Thousand Five Hundred Five and 88/100 Dollars (\$584,505.88) (the "*Advance*") for the purpose of funding the deposit required by Section 3 of that certain Grade Crossing Construction Agreement (the "*Crossing Agreement*") to be entered into by and between the City of Sachse, Texas, and The Kansas City Southern Railway Company, a Missouri corporation, a copy of which is attached hereto as **Exhibit E**, and (ii) a copy of a resolution adopted by the City Council of the City of Sachse, Texas, authorizing the City of Sachse, Texas, to enter into the Crossing Agreement, Wal-Mart's Designee

and City's Designee shall provide Woodbridge with written approval of said Woodbridge Work Application for Payment, which approval shall be furnished to Escrow Agent and Lender in accordance with Sections 2.1.3 and 2.1.4 above. Furthermore, notwithstanding anything to the contrary contained in this Section 2, within ten (10) business days after Woodbridge submits to Wal-Mart's Designee and City's Designee a Woodbridge Work Application for Payment requesting payment for any amount in excess of the Advance for which City has been invoiced pursuant to Section 4 of the Crossing Agreement, Wal-Mart's Designee and City's Designee shall provide Woodbridge with written approval of said Woodbridge Work Application for Payment, which approval shall be furnished to Escrow Agent and Lender in accordance with Sections 2.1.3 and 2.1.4 above. For purposes of the Woodbridge Work Application(s) for Payment to be delivered pursuant to this Section 2.3, no Retainage shall be withheld and no sworn Contractor's Affidavit shall be required (Woodbridge being hereby authorized to delete reference to the inclusion of a sworn Contractor's Affidavit from the Woodbridge Work Application(s) for Payment submitted pursuant to this Section 2.3). Escrow Agent shall make payment of the Woodbridge Work Application(s) for Payment submitted pursuant to this Section 2.3 in accordance with Section 2.2 above, except that, as noted in the prior sentence, no Retainage shall be withheld. In the event City receives a refund pursuant to Section 4 of the Crossing Agreement, City shall forward such funds to the Escrow Agent to be held pursuant to this Agreement."

b. Section 9.4 of the Contract is hereby amended by adding the following thereto:

"Notwithstanding anything herein to the contrary, the Parties and Escrow Agent agree that each Woodbridge Work Application for Payment and the approvals of same shall be delivered by electronic mail and will be deemed to have been given upon receipt at the following addresses:

If to Woodbridge: don@herzogdevelopment.com

with a copy to: cmersky@msandm.com

If to Wal-Mart or Wal-Mart's Designee: j0alcal@wal-mart.com

with a copy to: Daniel.miller@kimley-horn.com

If to Lender: spipes@bbandt.com .

If to the City or the City's Designee: spoe@cityofsachse.com

If to Escrow Agent: kmoreau@fnf.com "

2. Exhibits. The Parties and Escrow Agent agree that **Exhibit E**, attached to this Amendment shall for all purposes be the **Exhibit E** referred to in the Contract, as hereby amended.

3. Miscellaneous.

(a) The Parties and Escrow Agent hereby ratify the Contract in accordance with its terms, as modified hereby.

(b) To the extent not otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Contract.

(c) This Amendment shall be binding upon the parties hereto and their respective successors and permitted assigns.

(d) This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and such counterparts shall, collectively, constitute one agreement.

(e) For purposes of this Amendment, signatures delivered by facsimile or electronic mail shall be as binding as originals upon the parties so signing and delivering.

(f) In the event of a conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall control.

(g) The captions and headings used in this Amendment are for convenience only and do not in any way restrict, modify or amplify the terms of this Amendment or the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

[Signature page to follow]

SEPARATE SIGNATURE PAGE OF OWNER

WOODBRIIDGE PROPERTIES, LLC,
a Texas limited liability company

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

By: _____

Name: _____

Title: _____

SEPARATE SIGNATURE PAGE OF DEVELOPER

HERZOG DEVELOPMENT CORPORATION,
a Texas corporation

By: _____
Name: _____
Title: _____

SEPARATE SIGNATURE PAGE OF WAL-MART

**WAL-MART REAL ESTATE BUSINESS
TRUST**, a Delaware statutory trust

By: _____
Name: _____
Title: _____

SEPARATE SIGNATURE PAGE OF CITY

CITY OF SACHSE,
a Texas municipality

By: _____
Name: William K. George, PE
Title: City Manager

ATTEST:

By: _____
City Secretary

SEPARATE SIGNATURE PAGE OF LENDER

**BRANCH BANKING & TRUST
COMPANY**, successor interest to Colonial
Bank by acquisition of assets from the FDIC
as Receiver for Colonial Bank

By: _____

Name: _____

Title: _____

SEPARATE SIGNATURE PAGE OF ESCROW AGENT

ESCROW AGENT:

**FIDELITY NATIONAL TITLE INSURANCE
COMPANY**, a Texas corporation

By: _____

Name: _____

Title: _____

EXHIBIT E

GRADE CROSSING CONSTRUCTION AGREEMENT

This AGREEMENT is entered into this ____ day of January, 2012 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY** a Missouri corporation herein sometimes called "KCS", and **CITY OF SACHSE, TEXAS**, to be addressed at 5560 Hwy. 78, Sachse, TX 75048, herein sometimes called "City" (KCS and City each being sometimes referred to herein individually as a "Party" and sometimes being referred to herein together as the "Parties").

WHEREAS, Woodbridge Parkway in Sachse, Texas, is being extended northwesterly from Texas Highway 78; and

WHEREAS, said extension shall cross KCS's tracks at approximately railroad Mile Post T-203.88, Dallas Subdivision (DOT No. To Be Assigned); and

WHEREAS, City desires to provide for the construction of a new at-grade highway-rail crossing where the said Woodbridge Parkway extension crosses KCS's track (the "Crossing"); and

WHEREAS, KCS has agreed to perform the work necessary for such construction, but only as subject to the following terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. KCS shall provide the necessary materials and labor to perform the necessary construction of the grade crossing surfaces from end of tie to end of tie for the Crossing. KCS's estimate of the costs required to perform said work is attached hereto as Exhibit A. The Parties acknowledge that Exhibit A is only an estimate, and that the City shall be responsible for the actual cost of the labor, material and other expenses incurred by KCS for the grade crossing surface construction, determined according to the methodology shown in Exhibit A, whether such actual cost is more or less than shown on Exhibit A.

2. KCS shall provide the necessary materials and labor to construct the grade crossing warning devices for the Crossing. KCS's estimate of the costs required to perform said work is attached hereto as Exhibit B. The Parties acknowledge that Exhibit B is only an estimate, and that the City shall be responsible for the actual cost of the labor, material and other expenses incurred by KCS for the grade crossing warning device construction shown on Exhibit B, determined according to the methodology shown in Exhibit B, whether such actual cost is more or less than shown on Exhibit B.

3. Prior to KCS performing any work on this project, City will deposit with KCS FIVE HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED FIVE DOLLARS AND EIGHTY-EIGHT CENTS (\$584,505.88) to cover the estimated cost to procure and install the

grade crossing surface and grade crossing warning devices, including estimated transportation, shipping and handling costs for the same (the "associated costs"). KCS shall be under no obligation to provide any materials or perform any labor until City's deposit has been received and cleared by KCS.

4. Upon completion of the installation of the grade crossing surface and grade crossing warning devices, KCS shall determine the actual cost of the crossing surface and grade crossing warning devices, including associated costs. If that actual cost and associated costs together exceed \$584,505.88, KCS shall invoice the City for the additional amount by which the actual costs together with associated costs exceed \$584,505.88. If KCS issues such an invoice to the City, the City shall pay such invoice within sixty (60) days. If the actual cost of the project, together with associated costs, is less than \$584,505.88, KCS shall determine the actual cost and associated costs of the project and advise the City thereof, and shall within sixty (60) days thereafter issue a refund to the City of the difference between the actual cost plus associated costs and \$584,505.88.

5. City, at its sole cost and expense, shall provide all necessary materials and labor to construct the portions of the roadway surface outside the ends of ties. City will install the road approaches, drainage, pavement markings and arrange for disposal of the spoil (if any), cause the roadway to remain closed to all vehicular and truck traffic during construction, arrange for all construction and warning signs and barricades, and be responsible for any required notification of the public. In doing such work, the City shall enhance or, at a minimum, shall not impair or reduce the existing drainage of water away from the track.

6. City shall furnish KCS with a certified copy of a resolution or ordinance adopted by the governing body of City of Sachse, Texas authorizing the Mayor or City Manager to execute this Agreement on behalf of City.

7. City shall be responsible for providing and paying for all traffic and pedestrian control (including but not limited to barriers and flagmen) required during the project, all in accordance with the Manual on Uniform Traffic Control Devices and other applicable safety standards, including KCS's. Whenever City's contractor or its personnel or equipment are within twenty-five feet (25') of KCS's track, their activities shall be attended by a KCS-approved railroad flagman, hired and paid by the City. The City's contractor and its personnel and equipment shall clear the KCS track when so instructed by the railroad flagman. City and its contractors performing any work within KCS's right of way shall carry appropriate insurance which is sufficient, in the City's reasonable opinion, to fully compensate for any injury to or death of any person or for any damage to property occurring while City or its contractors are performing any work within KCS's right of way.

8. Upon completion of the work, the crossing surface, signal, flasher and gate will thereafter be maintained by KCS.

9. The City, with the cooperation of KCS, will be responsible for obtaining any required governmental authorizations, including approval of the Texas Department of Transportation. All work will be done in accordance with the Manual on Uniform Traffic Control Devices.

10. The City acknowledges that KCS's agreement herein and cooperation with the City's effort to extend Woodbridge Parkway is based on the circumstances of this crossing, and is without prejudice to KCS's right to object to and to oppose other expansion of or creation of other at-grade crossings.

11. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5, 60-741.5, and 29 C.F.R. Part 470, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

Name: _____

Title: _____

Date: _____

Approved as to legal form:
David C. Reeves 12-23-2011
Associate General Counsel

CITY OF SACHSE, TEXAS

Name: _____

Title: _____

Date: _____

ESTIMATE

Date: 09/13/11

Applicant: City of Sachse

Location: Sachse Tx

Dot #: 927053M

Mile Post: T-203.88

Road Name: Woodbridge Parkway

Project #:

Asset #: 982666

Project Summary:

Install (1 ea) 97.5' concrete crossing, new filter fabric, new ballast, new drainage pipes and installation of new asphalt hardpan for the new road construction.

All items may or may not be used, if not, the final billing will reflect actual quantities.

THIS IS AN ESTIMATE OF COST, THE INDIVIDUAL PRICES AND FINAL BILL MAY VARY, BUT THE FINAL BILLING WILL REFLECT ACTUAL DOCUMENTALBLE PRICES

Road Authority to be responsible for the closure of the road for a minimum of three days during construction and the detouring of vehicular traffic and all traffic control

Road Authority to be responsible for approach work both directions down the road after the installation of new crossing surface

DO NOT DISTURB THE EXISTING HARD PAN OF THE EXISTING CROSSING.

Estimated Project Cost \$185,013

Grading - Subgrade Preparation

(1) Materials

50 Net Tons - Asphalt for Filler \$100.00 per Net Ton	\$5,000
100 Net Tons - 12" Asphalt Subbase for extension \$100.00 per Net Ton	\$10,000
200 Net Tons - Ballast Material \$60.00 per Net Ton	\$12,000
200 L.F. - 6" Perforated Sock pipe \$15.00 per L.F.	\$3,000
Total Materials Cost	\$30,000

(2) Contractor Labor and Equipment

48 Hours - 2 Trackhoes with Operators \$125.00 per Hour	\$12,000
48 Hours - Dump Truck with Operator \$95.00 per Hour	\$4,560
48 Hours - Dozer with Operator \$95.00 per Hour	\$4,560
24 Hours - Steel Wheel Roller with Operator for compaction of new asphalt bottom \$45.00 per Hour	\$1,080
72 Man Hours - Miscellaneous Labor \$35.00 per Hour	\$2,520
48 Man Hours - Flagging (Rail Pro)	

	\$80.00 per Hour	\$3,840
60	Man Hours - Contract Recordkeeping & Completion Reports \$50.00 per Hour	\$3,000
1	Haul 80' Track Panels \$4,800.00 estimated	\$4,800
1	Road Closure, Traffic control, Barricading \$10,000.00 estimated	\$10,000
1	Disposal of spoils \$10,000.00 estimated	\$10,000
Total Contractor Cost		\$56,360

Crossing and Trackwork

(1) Materials

97.5	L.F. - Prefabricated Concrete Crossing Panel for 115lb or 136RE Rail \$230.00 per L.F.	\$22,425
2	Ea. - 80' 115# or 136# Prefabricated Track Panel 9ft. Oak Ties on 18" centers \$10,613.49 Ea.	\$21,227
4	Ea - 39' Transition rails 136# to 115# KCS Part # 13616651 \$1,400.00 ea	\$5,600
		4ea per crossing
8	Ea. - Plasma Welds \$600.00	\$4,800
56	Ea. - Oak Ties \$39.45 Ea.	\$2,209
112	Ea. - New 136RE Tie Plates \$15.50 Ea.	\$1,736
250	Ea. - 136RE Rail Anchors \$1.50 Ea.	\$375
1050	Ea. - 115RE Rail Anchors \$1.50 Ea.	\$1,575
550	Ea. - Track Spikes \$0.65 Ea.	\$358
2400	Sq. Ft. - Filter Fabric \$0.25 per Sq. Ft.	\$600
5	% Freight and Handling of Materials	\$3,045
6	% State and Use Tax on Materials	\$3,654
Total Materials Cost		\$67,605

(2) Labor

72	Project Management \$60.00 per Hour	\$4,320
72	Man Hours to Remove Existing Crossing \$35.00 per Man Hour	\$2,520
72	Man Hours to Reconstruct Track \$35.00 per Man Hour	\$2,520
72	Man Hours to Install New Crossing \$35.00 per Man Hour	\$2,520

10.55	% Vacation and Holidays	\$1,253
18.31	% Health and Welfare	\$2,175
26.73	% Railroad Retirement and Unemployment	\$3,511
1.95	% Supplemental Pension	\$256
12.5	% Railroad Public Liability Insurance	\$1,485

Total Labor Cost	\$20,560
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(3) Equipment

3	Days - 2 Heavy Duty Drills \$22.00 per Day	\$132
3	Days - 2 Impact Wrenches \$22.00 per Day	\$132
3	Days - 2 Air Compressors \$65.00 per Day	\$390
2	Day - Automatic Tamper with Operator \$1,149.00 per Day	\$2,298
2	Day - Ballast Regulator with Operator \$520.00 per Day	\$1,040
36	Hours - Section Truck with Rail Units \$25.33 per Hour	\$912
36	Hours - Roadmaster Truck with Rail Units \$12.61 per Hour	\$454
24	Hours - Welding Truck with Rail Units \$63.75 per Hour	\$1,530
6	Hours - Work Train to Unload Ballast \$600.00 per Hour	\$3,600

Total Equipment Cost	\$10,488
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Estimated Project Cost	\$185,013
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**KANSAS CITY SOUTHERN RAILWAY COMPANY
GRADE CROSSING WARNING DEVICES
SIGNAL PROJECT ESTIMATE OF COST**

ESTIMATE IS DEFINED AS: TO PRODUCE A STATEMENT OF APPROXIMATE COST

**2nd Revision
DATE 9/8/11**

Project Description & Location... *ALL NEW ROAD CROSSING BY THE CITY OF SACHSE, TX*

**PROPOSED TO INSTALL ONE CANTILEVER SIGNAL AND THREE GATES AND ONE FLASHER SIGNAL AND
INSTALL A NEW 6' x 10' STEEL BUNGALOW WITH CONSTANT WARNING TIME GCP UNIT AT THE CROSSING
OF KCS RAILWAY TRACKS WITH WOODBIDGE PARKWAY IN SACHSE, TX**

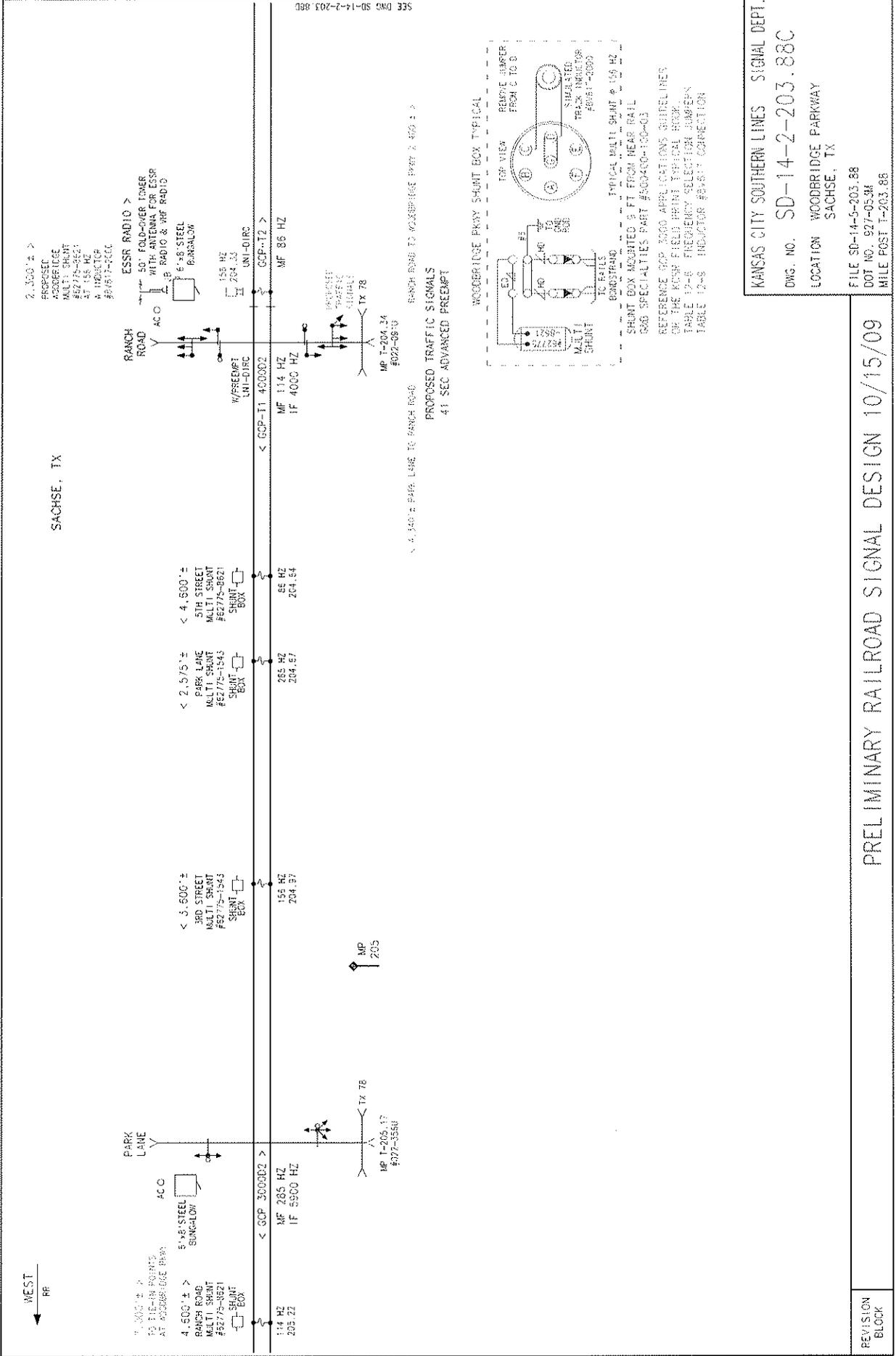
... REQUIRES A DAX OUTPUT FROM RANCH ROAD COMMUNICATED VIA A NEW ETHERNET RADIO

States Identification... CITY OF SACHSE, TEXAS COLLIN COUNTY PROPOSED NEW ROAD CROSSING WOODBRIDGE PARKWAY AT S.H.78	Funding Mechanism... SIGNAL PROJECT 100% CITY OF SACHSE, TX ADVANCED PREEMPT TO BE DETERMINED BY THE STATE	Railroads Identification... FILE NO. SD-14-5-203.88 DOT NO. 927-053M MILE POST T-203.88 ASSET #982665 TRANSCONTINENTAL DIVISION DALLAS SUBDIVISION
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MATERIAL Description & Pricing Info...	QTY	Unit	Unit Price	TOTAL
6' x 10' STEEL BUNGALOW, with GCP Unit and SEARII Reporting Unit, with Modules & Program required to control warning devices as shown, Chargers & Battery necs., etc	1	LOT	82,873.18	\$ 82,873.18
CANTILEVER & GATE SIGNALS, with 12" LED Lights, All Aluminum Gate Arms, LED Gate Lights, Signs, Bells, with any side lights as per State Specifications.	1	LOT	50,876.02	\$ 50,876.02
SIGNAL GROUND MATERIAL, Foundations, Underground Wire & Cable, Guard Rails, Multi Shunt Boxes at approaches, Track Connectors, Bond Wires, wiring materials, etc.	1	LOT	32,797.94	\$ 32,797.94
Containerized Freight Charges, Safetran Systems	1	LOT	10,291.03	\$ 10,291.03
10% Material Contingency Fee, Safetran Systems	1	LOT	16,654.71	\$ 16,654.71
PROJECT MATERIAL, Cover Rock or Fill Material necessary, 220 Volt AC Service Pole, Directional Boring with 4" PVC Pipe as determined by Railroad, etc.	1	LOT	40,000	\$ 40,000.00
Public Road Authority to perform any culvert or drainage work required, cost not included				
MATERIAL RELEASED...none				
SEE KCSR LAYOUT PLAN...DWG NO SD-14-2-203.88A-D1				
MATERIAL SUB TOTAL =				\$ 233,492.88

LABOR & ADDITIVES, Equipment, Engineering...	QTY	Unit	Unit Price	TOTAL
KCS LABOR with Additives, all Signal Dept. Personnel required for Administration, and for Field Installation, testing and cut-over as directed by the Signal Engineer. 20d	1	Const	88,400	\$ 88,400.00
EQUIPMENT CHARGES, for Signal Dept Pickup Trucks, Backhoes, Boom Trucks, etc.	1	Const	27,950	\$ 27,950.00
KCS PERSONAL EXPENSES, for all Signal Dept Personnel	1	Const	13,650	\$ 13,650.00
CONTRACT ENGINEERING, for Layout Design, Quote Plans, Material Lists, Layout Plans & Estimate, Shop Wiring & Field Construction Plans as directed by the RR (JaKay)	1	Const	22,500	\$ 22,500.00
CONTRACT ACCOUNTING, Project Cost Tracking System through the life of the project, Completion Reports and assist Accounting with Final Billing preparation. (BHS)	1	Const	7,500	\$ 7,500.00
UTILITY COORDINATION, arrangements for new electrical service, relocation of utilities, arrange for rock & fill material, project coordination as directed by the RR (JaKay)	1	Const	6,000	\$ 6,000.00
FIELD INSTALLATION CONTRACTOR, to provide equipment & personnel as required by the KCSR Field Installation Bid Request package for the signal installation.		N/A		
THIS ESTIMATE IS LIMITED TO 180 DAYS FROM DATE OF ISSUANCE, KCS SHALL AUTHORIZE IT'S USE THEREAFTER				
LABOR SUB TOTAL =				\$ 166,000.00

TO INSTALL CANTILEVERS & GATES AT WOODBIDGE PARKWAY IN SACHSE, TX	TOTAL ESTIMATE OF COST \$ 399,492.88
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SACHSE, TX

KANSAS CITY SOUTHERN LINES SIGNAL DEPT.
 DWG. NO. SD-14-2-203.88C
 LOCATION WOODBRIDGE PARKWAY
 SACHSE, TX
 FILE SD-14-5-203.88
 DOT NO. 927-059M
 MILE POST 1-203.88

PRELIMINARY RAILROAD SIGNAL DESIGN 10/15/09

REVISION
 BLOCK

SEE DWG SD-14-2-203.88B

INSTALLATION AND DESIGN INFORMATION

APPROACH AND WARNING TIME CALCULATIONS	GCP-T1 WARNING	GCP-T1 PREEMPT	OTHER TRK	OTHER TRK
MINIMUM WARNING TIME PLUS CLEARANCE TIME PLUS BUFFER TIME	20 SEC 0 SEC 5 SEC 25 SEC	20 SEC 0 SEC 5 SEC 25 SEC		
TOTAL WARNING TIME	25 SEC	25 SEC		
TOTAL APPROACH TIME	30 SEC	30 SEC		
MAX. TRAIN SPEED EQUATION FEET/SECOND	50 MPH x 1.4667	50 MPH x 1.4667		
SPEED FEET PER SECOND	73.3 FPS	73.3 FPS		
TOTAL APPROACH TIME	30 SEC	30 SEC		
SPEED FEET PER SECOND	x 73.3	x 73.3		
APPROACH DISTANCE (MEASURED FROM TIE-IN POINTS)	2,199'	4,398'		
DISTANCE ROUNDED UP TO	2,300' ±	4,500' ±		
CLEARANCE DISTANCE FOR DESIGN PURPOSE WAS ESTIMATED TO BE				33' ±
THIS DISTANCE SHOULD BE MEASURED EXACTLY AS PART OF THE INSTALLATION PROCESS, PER DIRECTIONS SHOWN IN CHART				

WHEN THERE IS A CURB...
 A HORIZONTAL CLEARANCE OF AT LEAST 2'-0" SHALL BE PROVIDED FROM THE FACE OF THE VERTICAL CURB TO THE CLOSEST PART OF THE SIGNAL OR GATE ARM IN ITS UPRIGHT POSITION.
 WHEN THERE IS A SHOULDER, BUT NO CURB...
 A HORIZONTAL CLEARANCE OF AT LEAST 2'-0" FROM THE EDGE OF A PAVED OR SURFACED SHOULDER SHALL BE PROVIDED WITH A CLEARANCE OF AT LEAST 5'-0" FROM THE EDGE OF THE TRAVELED WAY.
 WHEN THERE IS NO CURB OR SHOULDER...
 THE MINIMUM HORIZONTAL CLEARANCE SHALL BE 5'-0" FROM THE EDGE OF THE TRAVELED WAY.
 MUTED SUGGESTED LATERAL CLEARANCE FOR EQUIPMENT HOUSING (CONTROLLER CABINETS):
 EQUIPMENT HOUSING SHOULD HAVE A LATERAL CLEARANCE OF AT LEAST 30'-0" FROM THE EDGE OF THE HIGHWAY AND WHERE RAILROAD PROPERTY AND CONDITIONS ALLOW, AT LEAST 25'-0" FROM THE NEAREST RAIL.

PLEASE MEASURE EXACT CLEARANCE DISTANCE AS FOLLOWS:			
MEASURE ALONG THE EDGE OF ROAD - FROM GATE ARM DOWN TO 6' MIN. BEYOND THE FARTHEST RAIL (6' IS MEASURED PERPENDICULAR TO RAIL)	SIG. #1 =	SIG. #1 =	SIG. #1 =
MEASURE AT CENTER LINE OF ROAD - FROM GATE ARM DOWN TO 6' MIN. BEYOND THE FARTHEST RAIL (6' IS MEASURED PERPENDICULAR TO RAIL)	SIG. #2 =	SIG. #2 =	SIG. #2 =
USE THE LONGEST DISTANCE MEASURED ABOVE TO DETERMINE CLEARANCE TIME IF OVER 35' MIN. AS PER THE CHART BELOW	LONGEST	LONGEST	LONGEST
ADD THE LONGEST CLEARANCE TIME TO THE WARNING TIME	FT	FT	FT
CLEARANCE DISTANCE MEASUREMENTS	FT	FT	FT
SIG. #1 =	SIG. #2 =	SIG. #3 =	SIG. #4 =
AT EDGE OF ROAD	AT EDGE OF ROAD	AT EDGE OF ROAD	AT EDGE OF ROAD
FT	FT	FT	FT
LONGEST	LONGEST	LONGEST	LONGEST
DISTANCE	DISTANCE	DISTANCE	DISTANCE
FT	FT	FT	FT
CLEARANCE	CLEARANCE	CLEARANCE	CLEARANCE
TIME	TIME	TIME	TIME
CT =	CT =	CT =	CT =
95' TO 105' = 7 SEC CT	105' TO 115' = 8 SEC CT	115' TO 125' = 9 SEC CT	125' TO 135' = 10 SEC CT
135' TO 145' = 11 SEC CT	145' TO 155' = 12 SEC CT	155' TO 165' = 13 SEC CT	

- WOODBRIDGE PARKWAY NOTES:
- PROPOSED TO INSTALL THE FOLLOWING AS PART OF THIS STATE PROJECT:
 - EA. 5' x 10" STEEL BUNGALOW WITH A CONSTANT WARNING TIME WITH SOLID STATE CROSSING CONTROLLER MODULES AND INTERNAL RECORDING AND ALARM REPORTING WITH 12" LED LIGHTS
 - EA. 23" ALUM. CANTILEVER SIGNAL WITH 12" LED LIGHTS
 - EA. 50" FOLD-OVER TOWER WITH ANTENNA MOUNTED ON TOP
 - EA. 220 VAC METER POLE
 - 4" PVC CONDUIT FOR SIGNAL CABLING UNDER ROADWAY MAY BE INSTALLED BY DIRECTIONAL BORING METHOD
 - APPROX. TONS OF FILL MATERIAL REQUIRED FOR BUNGALOW & SIGNALS
 - ANY UTILITIES THAT INTERFERE WITH PROPER SIGNAL PLACEMENT WILL BE RELOCATED AT PROJECT EXPENSE
 - ANY POWER LINES IN AREA WILL NEED TO BE AT LEAST 10' FROM TIP OF GATE ARM IN RAISED POSITION (VERTICAL)
 - ANY DRAINAGE WORK REQUIRED FOR THE PROPER SIGNAL OR BUNGALOW PLACEMENT WILL BE AT PROJECT EXPENSE
 - ALL PROPOSED DIMENSIONS ARE PLUS OR MINUS AT THE DISCRETION OF THE KCS SIGNAL SUPERVISOR AND/OR THE KCS PROJECT ENGINEER, IF WITHIN THE STATE GUIDELINES

CITY'S IDENTIFICATION...
 CITY OF SACHSE, TEXAS
 COLLIN COUNTY
 PROPOSED NEW ROAD CROSSING
 WOODBRIDGE PARKWAY AT S.H. 78

CITY PROJECT ENGINEER:
 MR. BILLY GEORGE, P.E.
 CITY ENGINEER
 OFFICE: 469-429-4792
 CELL: 469-628-0056
 5 DAYS NOTICE REQUIRED

SIGNAL FOREMAN TO CALL STATE PROJECT ENGINEER WHEN GANK SHOWS UP AT JOB SITE TO BEGIN WORK

KAHIS CITY SOUTHERN LINES SIGNAL DEPT.
 DWG. NO. SD-14-2-203.88D1
 LOCATION WOODBRIDGE PARKWAY SACHSE, TX
 FILE SD-14-5-203.88
 DOT NO. 927-053M
 MILE POST T-283.88

PRELIMINARY RAILROAD SIGNAL DESIGN 10/15/09

REVISION BLOCK



Invensys Rail Corporation
 2400 Nelson Miller Parkway
 Louisville, KY 40223

QUOTATION

Mr. Mike Van Tiem
KANSAS CITY SOUTHERN RAILWAY
 4601 Hillary Huckaby III Avenue
 Shreveport, Louisiana 71107-5799
mvantiem@kcsouthern.com

EST. NO. XP-5195 REV 3
 DATE: August 30, 2011
 SHEET: 1 OF 1

PRELIMINARY ESTIMATE

Final quotation to be issued upon receipt of final plans

FOR MATERIAL AND/OR SERVICES REQUESTED

To provide quotation for a Highway Grade Crossing Warning System for WOODBRIDGE PARKWAY, SACHSE, TX. Per supplied KCS Material List and Specs. Sales Tax, Excise Tax, Duties, etc. have not been included on this quotation if applicable.

Asset No. **N/A**

<u>ITEM</u>	<u>DESCRIPTION OF SERVICES</u>	<u>QTY</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	WOODBRIDGE PARKWAY, SACHSE, TX <i>(see attached material for additional details)</i>	1.00	Lot	\$ 183,201.85	\$ 183,201.85
2.	ESTIMATED FREIGHT TO WOODBRIDGE PARKWAY, SACHSE, TX <i>(Actual freight will be billed upon shipping)</i>	1.00	Lot	\$ 10,291.03	\$ 10,291.03

Please submit "Purchase Order" indicating items 1 and 2

- Total price of Material, Shop Wiring and Container Usage (US Funds): **\$ 193,492.88**
- The accompanying Invensys Rail Standard Terms and Conditions of Sale apply to this quotation and any resultant purchase order except as modified herein.
- Freight: **FOB Destination**
- Invensys Rail's Container Usage Fee will be billed at actual usage incurred at time of release by the customer. Charges to include \$8.25 per day for container usage and \$380 for clean out.
- Acceptance of orders are subject to credit approval.
- Invensys Rail has not included cost for any item or service not expressly listed within the quotation documents.
- Invensys Rail will not accept any liability for consequential damages, liquidated damages, penalties, or delays for damages.
- Quotation above is valid for 90 days from the quotation date.
- Anticipated Delivery: 45-60 days after receipt of purchase order and/or receipt of approved submittal documentation. The stated delivery is strictly an estimated lead time based on normal product lead times and this delivery is defined further in the attached terms and conditions of sale. Firm delivery commitments can only be provided at the time a purchase order is received. Please see the customer service representative listed below for any questions regarding actual/special delivery commitments.
- Quotation questions should be directed to: **Pam Cahen at (502) 618-8673 or pam.cahen@safetran.com**
- Please include the quotation reference on any purchase order(s) resulting from this quotation and address the purchase order to the following:

Rebecca Bowskill, Supervisor, Customer Service
 Invensys Rail North America, 2400 Nelson Miller Parkway Louisville, KY 40223
 Main Telephone: (502) 618-8800, Direct Telephone: (502) 618-8802, Telefax: (502) 618-8980
 Email: rebecca.bowskill@invensys.com

SIGNED: _____

cc: J. Wilson

Glenn Sieja - Vice President Projects and Engineering Services
 Invensys Rail Corporation

Quote For:
 Kansas City Southern Railway
 Woodbridge Parkway, Sachse, TX

Date: 8/30/2011
 Est. No.: XP-5196 REV 3

ITEM	PART NUMBER	HOUSE MATERIAL	QTY.	KCS PRICE	TOTAL
1	T19073	HOUSE, ASSY. 6 X 10 GALVANEAL	1.00	\$ 15,621.98	\$ 15,621.98
2	814B-80110-0B00	DUAL STACKED MGCP SINGLE ND	1.00	\$ 12,720.77	\$ 12,720.77
3	8000-80211-0001	MODULE, INTELLIGENT PROCESSOR	2.00	\$ 1,236.54	\$ 2,473.08
4	8000-80276-0001	SEAR II, VHF COMMUNICATOR	1.00	\$ 1,089.07	\$ 1,089.07
5	8000-80297-0002	SEAR II, GROUND FAULT SENSOR	2.00	\$ 552.54	\$ 1,105.08
6	8000-80271-0001	SEAR II, ILOD	4.00	\$ 387.58	\$ 1,550.32
7	8000-80078-0001	ECHELON TERMINATION UNIT 80078	2.00	\$ 60.06	\$ 120.12
8	8711-80290-000000	SEARII FRA GROUP -KCS APP	1.00	\$ 2,033.20	\$ 2,033.20
9	T12807	CHARGER, NRS 12/40(GRAY),TEMP.	3.00	\$ 788.66	\$ 2,365.98
10	210026-T11332	GROUND BAR, TINNED BUS STRIP,	6.00	\$ 42.29	\$ 253.74
11	093026-T10548	BLOCK, ERICO 4-POST ARRESTER,	72.00	\$ 14.96	\$ 1,077.12
12	4000-44585-0000	BASIC 44585 ARRESTER	8.00	\$ 10.43	\$ 83.44
13	4000-44700-0000	BASIC 44700 EQUALIZERS	4.00	\$ 10.18	\$ 40.72
14	4000-44485-0000	BASIC 44485 ARRESTER BUILD UP	64.00	\$ 35.06	\$ 2,243.84
15	023612-1X	BLOCK, TERMINAL2-3/8" CENTER,	30.00	\$ 4.55	\$ 136.50
16	4000-44811-04AX	SURGE PROTECTION, SP24-1A	1.00	\$ 162.56	\$ 162.56
17	025618-N20	FUSE, NON-RENEWABLE	1.00	\$ 1.46	\$ 1.46
18	025618-1X	SWITCH, SINGLE DISCONNECT	1.00	\$ 36.02	\$ 36.02
19	T15514	CABLE, 2 CONDUCTOR 18 AWG	40.00	\$ 0.40	\$ 16.00
20	023390-5X	BLOCK, TERMINAL 12	7.00	\$ 15.02	\$ 105.14
21	099056-T09584	WIRE, #14 FLEX CASE, 19 STRAND	450.00	\$ 0.36	\$ 162.00
22	099056-T09585	WIRE, #10 TYPE DEL, 600-2000V,	500.00	\$ 0.49	\$ 245.00
23	099026-T09582	BONDSTRAND, RED INSULATED, 6/64	250.00	\$ 1.57	\$ 392.50
24	022316-43	WIRE, 16 GA 19 STRAND, 2/64"	600.00	\$ 0.30	\$ 180.00
25	455999-T00017	WIRE, 1C #12 INSULATED, GREEN,	80.00	\$ 0.15	\$ 12.00
26	400999-T00027	WIRE, #6 SOLID SOFT DRAWN COPP	10.00	\$ 0.46	\$ 4.60
27	T17411	TERMINAL, #16-14HD, AMP #34821	32.00	\$ 0.44	\$ 14.08
28	T17671	TERMINAL RING #12-10 #8 YELLOW	6.00	\$ 0.49	\$ 2.94
29	T17671	TERMINAL RING #12-10 #8 YELLOW	8.00	\$ 0.49	\$ 3.92
30	091769-T09671	TERMINAL, RING TOUNGE, PIDG, A	120.00	\$ 0.63	\$ 75.60
31	T14030	TERMINAL, RING, #6 FOR SPL420	12.00	\$ 3.02	\$ 36.24
32	024620-19X	LINK ASSY, TEST	79.00	\$ 2.11	\$ 166.69
33	023590-2X	BOLT, GROUND	5.00	\$ 3.58	\$ 17.90
34	098060-T10051	PANDUIT, 4"W X 3"T, LI GHT GRAY	24.00	\$ 5.05	\$ 121.20
35	018-06-016	COVER, 4" PANDUIT	24.00	\$ 2.83	\$ 67.92
36	098152-T00305	PANDUIT E3X3LG6	42.00	\$ 4.55	\$ 191.10
37	098152-T00251	COVER, PANDUIT #C3LG6 3"X 6" L	42.00	\$ 1.28	\$ 53.76
38	098152-T00256	PANDUIT E2X3LG6 TAYLOR #92030	12.00	\$ 1.97	\$ 23.64
39	018-06-005	COVER, 2" DUCT	12.00	\$ 0.44	\$ 5.28
40	007152	CON LN 3/4	5.00	\$ 0.10	\$ 0.50
41	230072-T09988	NIPPLE, INSULATED CHASE, T&B #	5.00	\$ 2.97	\$ 14.85
42	400020	RELAY, TYPE "ST" NEUTRAL	3.00	\$ 566.10	\$ 1,698.30
43	420000-40X	SOCKET ASSEMBLY FOR "ST" RELAY	10.00	\$ 45.14	\$ 451.40
44	420000-46X	TEST POST KIT, VOLTAGE FOR "ST	10.00	\$ 9.61	\$ 96.10
45	400700-X	RELAY, FLASHER W/S-PACK	1.00	\$ 667.85	\$ 667.85
46	400200	RELAY, TYPE "ST" NEUTRAL S.R.	1.00	\$ 488.48	\$ 488.48
47	Z590-00016-0000	SHEILD, FERRITE BEAD, FOR	3.00	\$ 1.27	\$ 3.81
48	T17669	RELAY, POWER, DPDT 12VDC	2.00	\$ 41.78	\$ 83.56
49	T17667	RELAY, GENERAL PURPOSE	3.00	\$ 68.77	\$ 206.31
50	T17665	SOCKET, KUP RELAY, 4 TERM & PL	3.00	\$ 21.29	\$ 63.87
51	T17683	INSULATOR, PLASTIC, FOR RELAY	6.00	\$ 1.55	\$ 9.30
52	T19063	CLIP, RELAY RETAINING,	3.00	\$ 0.64	\$ 1.92
53	053222-T04010	RELAY, N. V. P & B KUP-14D15-1	1.00	\$ 11.36	\$ 11.36
54	053222-T09797	KIT, SOCKET, RELAY P&B 27E121	1.00	\$ 9.98	\$ 9.98
55	053222-T09795	CLIP, HOLD DOWN RELAY, P&B 20C	2.00	\$ 0.52	\$ 1.04
56	T17668-1	COVER, PULL BOX 16 X 12 LEXAN	1.00	\$ 14.52	\$ 14.52
57	T17668	BOX, PULL 16 X 12 X 4 W/ COVER	1.00	\$ 31.61	\$ 31.61
58	029603-23X	RESISTOR, ADJ. 20 OHM PORCELA	1.00	\$ 28.06	\$ 28.06
59	029602-6X	RESISTOR, 2.0 OHM ADJ. PORCELAIN	1.00	\$ 31.10	\$ 31.10
60	029602-3X	RESISTOR, ADJ. 1.0 OHM	8.00	\$ 31.10	\$ 248.80
61	400700	RELAY, TYPE "ST" FLASHER W/O S	1.00	\$ 508.38	\$ 508.38
62	400004	RELAY, TYPE "ST" NEUTRAL	4.00	\$ 566.10	\$ 2,264.40
63	9000-53355-0001	2.4GHZ ESSR W/O WAG	1.00	\$ 1,334.96	\$ 1,334.96
64	9000-53457-0001	WAYSIDE, ACCESS GATEWAY	1.00	\$ 726.64	\$ 726.64
65	9K00-53329-4050	ESSR 2.4GHZ RADIO ACCESSORY PKG	1.00	\$ 1,028.60	\$ 1,028.60
66	9000-53201-0018	UNIT HD LINK	1.00	\$ 2,573.59	\$ 2,573.59
67	400999-T00304	BONDSTRAND, H.D. 4/64" JACKET,	250.00	\$ 1.11	\$ 277.50
68	8000-80016-0001	MODULE, DAX FOR GCP 3000 D2	2.00	\$ 1,155.77	\$ 2,311.54
69	610690-51	GATE, VITAL LOGIC VLG	1.00	\$ 433.52	\$ 433.52
70	T14026	BATTERY, NI-CAD 420 AH SPL-420	10.00	\$ 459.65	\$ 4,596.50
71	T14025	BATTERY, NI-CAD 250 AH SPL-250	22.00	\$ 260.06	\$ 5,721.32
72	T.B.D.	HD LINK SOFTWARE	1.00	\$ 725.00	\$ 725.00
					\$ 71,677.18

Quote For:
 Kansas City Southern Railway
 Woodbridge Parkway, Sachse, TX

Date: 8/30/2011
 Est. No.: XP-5195 REV 3

ITEM	PART NUMBER	GROUND MATERIAL	QTY.	KCS PRICE	TOTAL
1	210078-T09605	ARRESTOR, LA. 302, DELTA, 250V	1.00	\$ 36.29	\$ 36.29
2	115026-T00514	BOND,JOINT XS STYLE SBS-2488-3	50.00	\$ 4.51	\$ 225.50
3	112136-T09603	ROD, GROUND, BLACKBURN #6258	7.00	\$ 15.12	\$ 105.84
4	115026-T09984	BOND, BOOTLEG W/POWDERS,	12.00	\$ 4.73	\$ 56.76
5	999026-T08742	CLIP, TRK. CIRCUIT RETAINER, 1	12.00	\$ 3.43	\$ 41.16
6	090033-T11626	TUBING, SHRINK, 3M#TCSN110048	2.00	\$ 31.79	\$ 63.58
7	231071-T09604	PADLOCK, MASTER #2-KAR, 2C82	12.00	\$ 19.34	\$ 232.08
8	999999-T06734	PLASTER, OF PARIS, 8LB. CARTON	2.00	\$ 9.13	\$ 18.26
9	T17883	CONNECTION, GROUND ROD	7.00	\$ 8.52	\$ 59.64
10	116711-T09978	SEALER, SILICONE, DOW #08641	4.00	\$ 9.89	\$ 39.56
11	090999-T00130	SLEEVE, NICOPRESS 6-6 (2363-J)	4.00	\$ 2.52	\$ 10.08
12	092033-T10289	TAG, 1" E-Z CODE POCKET PACK,	1.00	\$ 22.50	\$ 22.50
13	092033-T11625	TAG, 3/4" EZ CODE POCKET PACK,	1.00	\$ 24.49	\$ 24.49
14	092044-T01098	TAG, WHITE PLASTIC, 2000-1	150.00	\$ 0.21	\$ 31.50
15	T13024	TAPE, 130C 3M LINERLESS	2.00	\$ 12.60	\$ 25.20
16	T13871	TAPE, VINYL ELECTRICAL, 3M	2.00	\$ 4.54	\$ 9.08
17	099705-T09998	CABLE, 4 CONDUCTOR, #6, 4/C BC	200.00	\$ 7.22	\$ 1,444.00
18	400999-T00027	WIRE, #6 SOLID SOFT DRAWN COPP	100.00	\$ 0.46	\$ 46.00
19	T17187	CABLE, U.G. 7C#6 SOLID COPPER	1,000.00	\$ 6.24	\$ 6,240.00
20	452244-T02245	CABLE, U.G. 7C#9 SOLID COATED	750.00	\$ 4.20	\$ 3,150.00
21	099026-T09582	BONDSTRAND, RED INSULATED,6/64	360.00	\$ 1.57	\$ 565.20
22	099056-T00379A	CABLE, U.G. 2C#6 TW. #150-1	500.00	\$ 1.70	\$ 850.00
23	330276-T09586	FOUNDATION, CONCRETE SIGNAL, A	1.00	\$ 672.54	\$ 672.54
24	T13884	KIT, MARKING WIRE & TERMINAL	1.00	\$ 26.44	\$ 26.44
25	T16299	FOUNDATION, AMERICAN CONCRETE	4.00	\$ 283.05	\$ 1,132.20
26	T17340	TOWER 50' STANDARD TILT-DOWN	1.00	\$ 5,122.66	\$ 5,122.66
27	409037-T08623	FOUNDATION, LEAVE IN PLACE. FO	1.00	\$ 1,998.26	\$ 1,998.26
28	117000-T11854	PVC, COUPLING, 2" SCH 80	20.00	\$ 5.73	\$ 114.60
29	T13023	PVC, ELBOW, 2", SCHD. 80	8.00	\$ 10.88	\$ 87.04
30	T13505	PVC,2" SCH 80, 90 DEG. SWEEP	4.00	\$ 24.93	\$ 99.72
31	012-00-004	CEMENT, PVC	3.00	\$ 5.77	\$ 17.31
32	T12808	PRIMER/CLEANER FOR PVC & CPVC	3.00	\$ 10.42	\$ 31.26
33	117269-T11634	PVC, PIPE 2" X 20' SCH 80	7.00	\$ 53.47	\$ 374.29
34	9K00-53326-1200	SINGLE YAGI, STEEL, OUTSIDE	1.00	\$ 443.65	\$ 443.65
35	0K04-80276-XSOS	OMNI / SIDE MNT. ANTENNA KIT	1.00	\$ 837.11	\$ 837.11
36	627750-10X	SHUNT BOX, W/TERM. BLOCKS	2.00	\$ 573.35	\$ 1,146.70
37	6000-62775-8621	SHUNT, NARROW BAND MULTI-FREQU	2.00	\$ 549.34	\$ 1,098.68
38	8V617-2000	DUMMY LOAD, MOUNTS IN MULTI FR	1.00	\$ 41.64	\$ 41.64
39	8V617-2200	DUMMY LOAD, MOUNTS IN MULTI FR	1.00	\$ 40.04	\$ 40.04
40	8V617-2400	DUMMY LOAD, MOUNTS IN MULTI FR	1.00	\$ 40.04	\$ 40.04
41	032619-3X	WRENCH, TERMINAL MODEL 619-3	1.00	\$ 18.20	\$ 18.20
42	032619-22X	WRENCH,TEST NUT(032619-22X)FOR	1.00	\$ 35.24	\$ 35.24
43	400999-T02096A	CABLE, U.G. 5C #14 OKONITE #20	3,000.00	\$ 2.03	\$ 6,090.00
44	T.B.D.	STENCIL KIT	2.00	\$ 16.80	\$ 33.60
					<u>\$ 32,797.94</u>

Quote For:
 Kansas City Southern Railway
 Woodbridge Parkway, Sachse, TX

Date: 8/30/2011
 Est. No.: XP-5195 REV 3

WARNING MATERIAL					
ITEM	PART NUMBER	SIGNAL #1 (GATE)	QTY.	KCS PRICE	TOTAL
1	070519-KCS	MAST, "S" 5" X 15'6", STD. HOL	1.00	\$ 1,008.19	\$ 1,008.19
2	074600-W00009A	GATE, MODEL S-60 ENT. KCS	1.00	\$ 3,495.59	\$ 3,495.59
3	042003-034KCS	FLX-4000 & X-ARM 1-WAY 5" "S"	1.00	\$ 391.59	\$ 391.59
4	042003-XKCS-3	FLX-4000 1-WAY 4" FLS MTG.	1.00	\$ 439.23	\$ 439.23
5	T18707	LED, MODULE INSERT, 12" WITH	4.00	\$ 180.23	\$ 720.92
6	T17291	KEEPER, GATE ARM GENERAL SIG	1.00	\$ 1,330.56	\$ 1,330.56
7	035200-17X	SIGN, "RAILROAD CROSSING" ASSY	1.00	\$ 149.48	\$ 149.48
8	074039-24X-KC4	KIT, S-60 KCS WIRING HARNESS	1.00	\$ 185.70	\$ 185.70
9	023274-X65	BAG, HDW TEST LINK KIT GATE	1.00	\$ 32.50	\$ 32.50
10	099056-T09585	WIRE, #10 TYPE DEL, 600-2000V,	40.00	\$ 0.49	\$ 19.60
11	091769-T09671	TERMINAL, RING TOUNGE, PIDG, A	8.00	\$ 0.63	\$ 5.04
12	250371-T11097V	GATE ARM, 27'-33', NEG, KCS	1.00	\$ 464.49	\$ 464.49
13	259371-T10128	BRACKET, HIGH WIND, NEG 191036	1.00	\$ 82.25	\$ 82.25
14	070755-2932BX	COUNTERWEIGHT PACKAGE, 23'-32'	1.00	\$ 1,520.70	\$ 1,520.70
15	253165-T09588	BELL, ELECTRONIC 4" -5" BASE	1.00	\$ 199.58	\$ 199.58
16	T15576	KIT, 3 LIGHT LED GATE ARM	2.00	\$ 240.71	\$ 481.42
17	022318-4	WIRE, 18 GAUGE 3 COND. (CORD F	50.00	\$ 0.43	\$ 21.50
18	250078-T09607	SIDELIGHT CANTILEVER, W.C.H. #	1.00	\$ 454.81	\$ 454.81
19	071367-34X	HARDWARE, SIGN 5" "FLS" MTG. *	1.00	\$ 37.93	\$ 37.93

ITEM	PART NUMBER	SIGNAL #2 (CANT/GATE)	QTY.	KCS PRICE	TOTAL
1	070519-KCS	MAST, "S" 5" X 15'6", STD. HOL	1.00	\$ 1,008.19	\$ 1,008.19
2	074600-W00009A	GATE, MODEL S-60 ENT. KCS	1.00	\$ 3,495.59	\$ 3,495.59
3	T17291	KEEPER, GATE ARM GENERAL SIG	1.00	\$ 1,330.56	\$ 1,330.56
4	035200-17X	SIGN, "RAILROAD CROSSING" ASSY	1.00	\$ 149.48	\$ 149.48
5	074039-24X-KC4	KIT, S-60 KCS WIRING HARNESS	1.00	\$ 185.70	\$ 185.70
6	023274-X65	BAG, HDW TEST LINK KIT GATE	1.00	\$ 32.50	\$ 32.50
7	091769-T10546	TERMINAL, RING AMP #35349, WIR	3.00	\$ 0.69	\$ 2.07
8	250371-T10802V	GATE ARM, 18'-26', NEG KCS	1.00	\$ 358.04	\$ 358.04
9	259371-T10128	BRACKET, HIGH WIND, NEG 191036	1.00	\$ 82.25	\$ 82.25
10	070755-2932BX	COUNTERWEIGHT PACKAGE, 23'-32'	1.00	\$ 1,520.70	\$ 1,520.70
11	253165-T09588	BELL, ELECTRONIC 4" -5" BASE	1.00	\$ 199.58	\$ 199.58
12	T15576	KIT, 3 LIGHT LED GATE ARM	1.00	\$ 240.71	\$ 240.71
13	022318-4	WIRE, 18 GAUGE 3 COND. (CORD F	50.00	\$ 0.43	\$ 21.50
14	035300-500X	COVER, HOLE PLATE ASSY. FOR UN	1.00	\$ 19.30	\$ 19.30
15	035045-503X	PINNACLE, 4" AND 5"	1.00	\$ 11.07	\$ 11.07
16	071271-30X5	MAST ASSEMBLY, WT/F 21'-30'	1.00	\$ 6,121.28	\$ 6,121.28
17	071274-23K2	ARM ASSY, 23' WT/F W/ PLATFORM	1.00	\$ 5,055.68	\$ 5,055.68
18	071278-X1	FRONT PLATFORM, 12'-30' WT/F	1.00	\$ 231.62	\$ 231.62
19	151509-X14	JCT BOX ASSY, CANT MAST W/HDW	1.00	\$ 276.96	\$ 276.96
20	071278-X8	RAMP, FOR WT/F TRANS PLTFRM	1.00	\$ 102.12	\$ 102.12
21	071302-500X	FILLER, FOUNDATION: FOR "W" CA	1.00	\$ 68.82	\$ 68.82
23	023274-X65	BAG, HDW TEST LINK KIT GATE	1.00	\$ 32.50	\$ 32.50
24	042003-L00150	FLX-4000 ASSY, 12" 1-WAY ST	1.00	\$ 470.06	\$ 470.06
25	042003-L00045	FLX-4000 & X-ARM, 2-WAY 4"	1.00	\$ 844.03	\$ 844.03
26	042003-L00046	FLX-4000 & X-ARM, 1-WAY 4"	1.00	\$ 391.60	\$ 391.60
27	035200-X	SIGN, RR CROSS	2.00	\$ 125.80	\$ 251.60
28	071367-3X	HARDWARE PKG, SIGN 12" MTG	2.00	\$ 69.67	\$ 139.34
29	071279-X11	SUPPORT, X-SIGN W/HDW WT/F	1.00	\$ 83.28	\$ 83.28
30	T18707	LED, MODULE INSERT, 12" WITH	8.00	\$ 180.23	\$ 1,441.84
31	099056-T09585	WIRE, #10 TYPE DEL, 600-2000V,	500.00	\$ 0.49	\$ 245.00
32	091769-T09671	TERMINAL, RING TOUNGE, PIDG, A	24.00	\$ 0.63	\$ 15.12
33	254635-T04021	SIGN, "DO NOT STOP ON TRACKS"	2.00	\$ 37.74	\$ 75.48
34	071353-X33	ASSY, FALL PROT BRKT 12" PIPE	1.00	\$ 1,306.78	\$ 1,306.78
35	024628-75	TERMINAL, RING 1/4	12.00	\$ 0.48	\$ 5.76

ITEM	PART NUMBER	SIGNAL #3 (FLASHER)	QTY.	KCS PRICE	TOTAL
1	070519-KCS	MAST, "S" 5" X 15'6", STD. HOL	1.00	\$ 1,008.19	\$ 1,008.19
2	042003-031KCS	FLX-12, & X-ARM 2-WAY 5" "S"	1.00	\$ 620.61	\$ 620.61
3	042003-XKCS-3	FLX-4000 1-WAY 4" FLS MTG.	1.00	\$ 439.23	\$ 439.23
4	T18707	LED, MODULE INSERT, 12" WITH	6.00	\$ 180.23	\$ 1,081.38
5	041069-X	STEP, POLE, REVERSIBLE, 1/4" S	2.00	\$ 126.53	\$ 253.06
6	035200-63X	SIGN, "RAILROAD CROSSING", BAC	1.00	\$ 223.42	\$ 223.42
7	099056-T09585	WIRE, #10 TYPE DEL, 600-2000V,	80.00	\$ 0.49	\$ 39.20
8	023274-X65	BAG, HDW TEST LINK KIT GATE	1.00	\$ 32.50	\$ 32.50
9	091769-T09671	TERMINAL, RING TOUNGE, PIDG, A	20.00	\$ 0.63	\$ 12.60
10	250078-T09607	SIDELIGHT CANTILEVER, W.C.H. #	1.00	\$ 454.81	\$ 454.81

ITEM	PART NUMBER	SIGNAL #4 (GATE)	QTY.	KCS PRICE	TOTAL
1	035045-503X	PINNACLE, 4" AND 5"	1.00	\$ 11.07	\$ 11.07
2	070519-KCS	MAST, "S" 5" X 15'6", STD. HOL	1.00	\$ 1,008.19	\$ 1,008.19
3	074600-W00009A	GATE, MODEL S-60 ENT. KCS	1.00	\$ 3,495.59	\$ 3,495.59
4	042003-031KCS	FLX-12, & X-ARM 2-WAY 5" "S"	1.00	\$ 620.61	\$ 620.61
5	T18707	LED, MODULE INSERT, 12" WITH	4.00	\$ 180.23	\$ 720.92
6	T17292	KEEPER, GATE ARM GENERAL SIGN.	1.00	\$ 1,330.56	\$ 1,330.56
7	035200-63X	SIGN, "RAILROAD CROSSING", BAC	1.00	\$ 223.42	\$ 223.42
8	074039-24X-KC4	KIT, S-60 KCS WIRING HARNESS	1.00	\$ 185.70	\$ 185.70
9	023274-X65	BAG, HDW TEST LINK KIT GATE	1.00	\$ 32.50	\$ 32.50

INVENTS

Quote For:
Kansas City Southern Railway
Woodbridge Parkway, Sachse, TX

Date: 8/30/2011
Est. No.: XP-5195 REV 3

10	091769-T10546	TERMINAL, RING AMP #35349, WIR	3.00	\$	0.69	\$	2.07
11	070755-2932BX	COUNTERWEIGHT PACKAGE, 23'-32'	1.00	\$	1,520.70	\$	1,520.70
12	250371-T10802V	GATE ARM, 18'-26', NEG KCS	1.00	\$	358.04	\$	358.04
13	T15576	KIT, 3 LIGHT LED GATE ARM	1.00	\$	240.71	\$	240.71
14	022318-4	WIRE, 18 GAUGE 3 COND. (CORD F	50.00	\$	0.43	\$	21.50
15	259371-T10128	BRACKET, HIGH WIND, NEG 191036	1.00	\$	82.25	\$	82.25

\$ 50,876.02

Material: \$ 155,351.14
Shop Labor: \$ 10,296.00
Engineering: \$ 900.00
Sub Total: \$ 166,547.14
Contingency Fee: \$ 16,654.71
Sub Total: \$ 183,201.85
Freight: \$ 10,291.03
Total: \$ 193,492.88



Legislation Details (With Text)

File #: 12-0846 **Version:** 1 **Name:** Miles-Sachse Signal ILA with Dallas County
Type: Agenda Item **Status:** Agenda Ready
File created: 4/26/2012 **In control:** City Council
On agenda: 5/7/2012 **Final action:**
Title: Consider a resolution to approve an Interlocal Agreement by and between the City of Sachse and Dallas County for the purpose of installing a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street.

Executive Summary

The City plans to install a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street as shown in the City's Capital Improvement Plan (CIP). Dallas County partners with cities for transportation related projects and has verbally agreed to fund 50% of the installation cost. This item is to approve an Interlocal Agreement with Dallas County for funding their contribution to the project, which totals \$123,075.

Sponsors:

Indexes:

Code sections:

Attachments: [presentation Sachse - Miles traffic signal ILA RESOLUTION for ILA with Dallas County for Sachse-Miles Signal Exhibit A](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution to approve an Interlocal Agreement by and between the City of Sachse and Dallas County for the purpose of installing a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street.

Executive Summary

The City plans to install a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street as shown in the City's Capital Improvement Plan (CIP). Dallas County partners with cities for transportation related projects and has verbally agreed to fund 50% of the installation cost. This item is to approve an Interlocal Agreement with Dallas County for funding their contribution to the project, which totals \$123,075.

Background

The intersection of Sachse Road and Miles Road/Bryan Street is a four way stop condition. Traffic along Sachse Road and Miles Road has increased over the years and is projected to increase further since the opening of the President George Bush Turnpike (PGBT). The intersection also is along the main route for traffic accessing the schools along Miles Road. The delays during the peak morning and afternoon have increased due to the four way stop condition.

The City's CIP includes installing a traffic signal to replace the four way stop condition at the intersection of Sachse Road and Miles Road/Bryan Street (see Attachment 1 Project Map).

Policy Considerations

Dallas County partners each year with cities to help fund transportation related projects. Eligible projects must be on roadways classified as Type "B" roadways by Dallas County on their thoroughfare plan. Dallas County typically funds 50% of the cost and an Interlocal Agreement is required to be executed by both the City and Dallas County to fund the project (see attached Exhibit A).

The signal project is being advertised for bids and the bid opening will be on May 8th. Construction is planned to begin after the City Council awards the bid on May 21st or June 4th (depending when Dallas County executes the ILA) and the contracts are subsequently executed and a pre-construction conference is held.

Budgetary Considerations

The City has budgeted \$200,000 in the Capital Improvement Plan (CIP) for the installation of a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street. The total cost of the project is \$246,150 and Dallas County has agreed to partner with the City and fund 50% of the total cost not to exceed \$123,075.

Staff Recommendations

Staff recommends the City Council approve a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Sachse and Dallas County for the installation of a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street, authorizing its execution by the City Manager, and providing for an effective date as a consent agenda item.

DALLAS COUNTY ILA FOR SACHSE ROAD-MILES
ROAD/BRYAN STREET TRAFFIC SIGNAL

MAY 7, 2012

SACHSE CITY COUNCIL MEETING

DALLAS COUNTY ILA FOR SACHSE ROAD-MILES
ROAD/BRYAN STREET TRAFFIC SIGNAL



DALLAS COUNTY ILA FOR SACHSE ROAD-MILES ROAD/BRYAN STREET TRAFFIC SIGNAL

- × City CIP includes installation of a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street in 2012.
- × City CIP budget includes \$200,000 for project (2006 Bond funds).
- × Dallas County verbally committed to fund half of project.
- × ILA is required to receive funds.
- × Project cost is \$246,150.
- × Dallas County will fund 50%, not to exceed \$123,075.

DALLAS COUNTY ILA FOR SACHSE ROAD-MILES ROAD/BRYAN STREET TRAFFIC SIGNAL

- × Project is out to bid and bid opening is May 8, 2012.
- × City Council will award project on May 21 or June 4 (depending on when County approves ILA)
- × Anticipate beginning work in July and be complete by end of September.

**DALLAS COUNTY ILA FOR SACHSE ROAD-MILES
ROAD/BRYAN STREET TRAFFIC SIGNAL**

× QUESTIONS?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF SACHSE AND DALLAS COUNTY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SACHSE ROAD AND MILES ROAD/BRYAN STREET; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects; and

WHEREAS, the City Council of the City of Sachse, Texas has been presented an Interlocal Agreement from Dallas County for funding 50% the cost, not to exceed \$123,075, for the installation of a traffic signal located at the intersection of Sachse Road and Miles Road/Bryan Street; and

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

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

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

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

RESOLVED this 7th day of May, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

STATE OF TEXAS §

COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND CITY OF SACHSE
FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF
SACHSE ROAD AND MILES ROAD/BRYAN STREET**

The City of Sachse, Texas, hereinafter called "City", and the County of Dallas, Texas, hereinafter called "County", desire to enter into an Interlocal Agreement for the purpose of installing a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street, as further described by Exhibit "A".

WHEREAS, This agreement entered into by the authority of Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code to provide authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects.

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by City and County for the mutual consideration stated herein:

WITNESSETH

City has requested and County agrees to provide funding for the installation of a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street, hereinafter called the "Project", as further described in Exhibit "A" attached hereto and incorporated herein for all purposes. The Project is classified as a County Type "B" road project.

I. COUNTY'S CONTRIBUTION

County agrees to reimburse City for the costs of Project construction in an amount not to exceed \$123,075 hereinafter called the "Not to Exceed Amount"), which is up to fifty percent (50%) of the estimated total project cost of \$246,150. All expenditures by the County for the performance of these governmental functions of improving this street shall be made from current revenues available to the County of Dallas. City agrees that County will not be responsible for any amounts in excess of the Not to Exceed Amount. Payment of any expenditure or proposed expenditure for the Project by County that is in excess of the Not to Exceed Amount is at the sole determination of the County and is contingent upon Dallas County Commissioners Court prior approval.

Acceptances of City's invoices are contingent upon compliance with County's invoicing procedures. City's invoices to County shall provide complete information and documentation to

substantiate City's charges. Invoice period cannot be for less than a thirty (30) day period. County may withhold any disputed amounts, but shall pay all undisputed amounts. Following approval of invoices by County and by the County Auditor, County will pay City promptly, i.e., within thirty (30) days of County's approval of invoice. City understands and acknowledges that occasionally there can be short-term delays in the County making payments due to the demands attendant to County's accounting and disbursement procedures. In this regard, City agrees that should such reasonable and necessary delays occur, they shall not place the County in default of this Agreement.

II. CITY'S CONTRIBUTION

City agrees to contribute the additional funding, which is fifty percent (50%) of the estimated total Project cost. City also agrees that if the actual Project costs exceed the estimated total project cost, that it will be responsible for one hundred percent (100%) of the overruns. All expenditures by the City for the performance of these governmental functions of this Project shall be made from current revenues available to the City.

III. CITY'S OBLIGATIONS

City agrees to be responsible for, including but not limited to, the following: (1) undertaking the construction management of the Project; (2) informing the public of the proposed reconstruction of the Project; (3) locating all manholes, water valves, and other utilities within the Project; (4) making or causing to be made all utility relocations or adjustments necessary for the Project at no cost to County; (5) acquiring at its own costs any right-of-way necessary to complete the Project; (6) remediation, at its own costs, of any hazardous or regulated material, or any other environmental hazard in the Project location; (7) making all payments to any contractors City hires to work on the Project; (8) contracting through formal bidding procedures to acquire the services of contractors; and (9) furnishing materials, labor, and equipment necessary to perform the Project construction.

In the event that the cost of the Project shall exceed the Not to Exceed Amount, City agrees to either reduce the scope of construction or seek additional funding to complete the Project. At the termination of the Project, City will provide County with a final cost accounting of the Project.

The City agrees that County shall have the right to enter upon the Project area during the Project's construction period. City agrees to furnish such police personnel as required by City for traffic control or other public safety matters at no cost to County.

IV. TERM

The term of this Agreement shall be from the last date of execution of this Agreement until the completion of the Project.

V. COUNTY AUDIT

County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.

The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas within 30 days of the date of an invoice for such cost being deposited in the U. S. Mail, Certified Mail, Return Receipt Requested.

The audit provisions of this agreement shall survive the termination of this agreement until all claims brought by Dallas County, Texas are fully paid or reduced to judgment not subject to appeal.

VI. LIABILITY

Nothing stated or implied herein shall be construed as a waiver of all protections afforded County as a sovereign governmental unit. To the extent afforded by the Texas Torts Claim Act, County shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. County assumes no liability or responsibility for the acts and omissions of City, their employees, agents, officers or others working through them in any capacity.

Nothing stated or implied herein shall be construed as a waiver of all protections afforded City as a sovereign governmental unit. To the extent afforded by the Texas Torts Claim Act, City shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. City assumes no liability or responsibility for the acts and omissions of County, their employees, agents, officers or others working through them in any capacity.

City and County agree that any liabilities or damages incurred through performance of this Agreement which might be caused by the joint or combined acts or omissions of their respective employees, agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

VII. MISCELLANEOUS

A. **Fiscal Funding.** Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County as regards this Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of County to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement by written notice to City at the earliest possible time prior to the end of its fiscal year.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this Agreement, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of City to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this Agreement by written notice to County at the earliest possible time prior to the end of its fiscal year.

B. **Immunity and Venue.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practice & Remedies Code and all applicable State of Texas and Federal laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

C. **Not an Agent.** County and City agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this agreement.

D. **No Third Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the agreement parties.

E. **Assignment.** City may not under any circumstances assign its interest in, or rights or obligations under, this Agreement without prior written consent of the County.

F. **Entire Agreement.** This Agreement and any attachments contain the entire agreement between the parties respecting the subject matter of this Agreement and supersedes all prior and

contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement.

G. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

H. **Waiver of Covenants or Conditions.** The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

I. **Amendment.** This Agreement may be amended at any time by the written agreement of the County and City. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties thereto.

J. **Notice.** All notices, requests, demands, and other communication under this Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested (with appropriate proof of deliver provided by the United States Postal Service), to the respective parties as follows:

K.

COUNTY:

Commissioner Mike Cantrell
Road & Bridge District 2
District Office:
1701 N. Collins, Suite 1000
Richardson, Texas 75080
Phone: 214.589.7060

CITY:

William K. George, PE, City Manager
City of Sachse
3815-B Sachse Road
Sachse, TX 75048
Phone: 469-429-4770

L. **Binding Agreement.** This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.

M. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

N. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

O. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

P. **Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

Q. **Contingent.** This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the respective City Councils.

The City of Sachse, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2012.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2012.

Executed this the _____ day of _____, 2012.

Executed this the _____ day of _____, 2012.

CITY OF SACHSE:

COUNTY OF DALLAS:

BY _____
WILLIAM K. GEORGE, CITY MANAGER

BY _____
CLAY LEWIS JENKINS, COUNTY
JUDGE

ATTEST _____
TERRY SMITH, CITY SECRETARY

APPROVED AS TO FORM:

Craig Watkins
District Attorney

Paul E. Hamilton
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT A
Project Description

Installation of a traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street as shown in Attachment 1 Project Map. The project will furnish and install all equipment for the traffic signal including mast arms, poles, control cabinet, VIVDS detection, Uninterrupted Power Supply, conduit, wiring, pole foundations, pavement markings and signage, Opticom detection equipment, pedestrian pedestals and poles, barrier free ramps, luminaries mast arms, and signal heads. The cost estimate is attached as Attachment 2.

ATTACHMENT 2

**TRAFFIC SIGNAL INSTALLATION - ENGINEER'S OPINION OF PROBABLE COST
Sachse Road at Miles Road/Bryan Street**

Item No.	Description	Unit	Sachse Rd at Miles Rd	Total Quantity	Engineer's Estimate	
					Unit Cost	Total Cost
162	BLOCK SODDING	SY	10	10	\$5.00	\$50.00
416	DRILL SHAFT (36 IN) (TRF SIG POLE)	l.f.	52	52	\$190.00	\$9,880.00
500	MOBILIZATION	LS	1	1	\$17,976.15	\$17,976.15
502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2	2	\$3,000.00	\$6,000.00
529	CONC CURB (TY I)	LF	10	10	\$8.00	\$80.00
531	CURB RAMPS (TY 7)	each	4	4	\$1,200.00	\$4,800.00
618	CONDT (PVC) (SCHD 40) (2")	l.f.	185.0	185	\$5.00	\$925.00
618	CONDT (PVC) (SCHD 40) (3")	l.f.	195.0	195	\$8.50	\$1,657.50
618	CONDT (PVC) (SCHD 40) (4")	l.f.	155.0	155	\$10.00	\$1,550.00
618	CONDT (PVC) (SCHD 40) (4") (BORE)	l.f.	455.0	455	\$18.00	\$8,190.00
620	ELEC CONDUCTOR (NO. 6) BARE	l.f.	840.0	840	\$1.00	\$840.00
620	ELEC CONDUCTOR (NO. 6) INSULATED	l.f.	70.0	70	\$1.50	\$105.00
620	ELEC CONDUCTOR (NO. 8) INSULATED	l.f.	1,050.0	1050	\$1.25	\$1,312.50
624	GROUND BOX TY C (162911) W/APRON	each	5	5	\$700.00	\$3,500.00
628	ELEC SRV TY D 120/240 070 (NS) AL (E) PS (U)	each	1	1	\$4,000.00	\$4,000.00
666	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	709	709	\$3.00	\$2,127.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	120	120	\$6.00	\$720.00
666	REFL PAV MRK TY II (W) 12" (SLD)	LF	709	709	\$1.00	\$709.00
666	REFL PAV MRK TY II (W) 24" (SLD)	LF	120	120	\$2.50	\$300.00
677	ELIM EXT PAV MRK & MRKS (24")	LF	120	120	\$2.00	\$240.00
678	PAV SURF PREP FOR MRK (12")	LF	709	709	\$1.00	\$709.00
678	PAV SURF PREP FOR MRK (24")	LF	120	120	\$2.00	\$240.00
680	INSTALL HWY TRAF SIG (ISOLATED)	each	1	1	\$15,000.00	\$15,000.00
682	BACKPLATES (3 SEC) (12 IN)	each	8	8	\$65.00	\$520.00
682	BACKPLATES (4 SEC) (12 IN)	each	4	4	\$80.00	\$320.00
682	PED SIG SEC (12 IN) LED (2 INDICATIONS) (COUNTDOWN)	each	8	8	\$500.00	\$4,000.00
682	VEH SIG SEC (12 IN) LED (GRN) (ARW)	each	4	4	\$300.00	\$1,200.00
682	VEH SIG SEC (12 IN) LED (GRN)	each	8	8	\$300.00	\$2,400.00
682	VEH SIG SEC (12 IN) LED (YEL ARW)	each	8	8	\$300.00	\$2,400.00
682	VEH SIG SEC (12 IN) LED (YEL)	each	8	8	\$300.00	\$2,400.00
682	VEH SIG SEC (12 IN) LED (RED ARW)	each	4	4	\$300.00	\$1,200.00
682	VEH SIG SEC (12 IN) LED (RED)	each	8	8	\$300.00	\$2,400.00
684	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	l.f.	418	418	\$1.50	\$627.00
684	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	l.f.	841.0	841	\$2.00	\$1,682.00
684	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	l.f.	655.0	655	\$2.50	\$1,637.50
684	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	l.f.	655.0	655	\$4.00	\$2,620.00
686	INS TRF SIG PL AM (S) 1 ARM (36")	each	1.0	1	\$5,400.00	\$5,400.00
686	INS TRF SIG PL AM (S) 1 ARM (44") LUM	each	1.0	1	\$6,800.00	\$6,800.00
686	INS TRF SIG PL AM (S) 1 ARM (48")	each	1	1	\$6,500.00	\$6,500.00
686	INS TRF SIG PL AM (S) 1 ARM (48") LUM	each	1	1	\$7,400.00	\$7,400.00
687	PEDESTAL POLE ASSEMBLIES	each	7	7	\$1,500.00	\$10,500.00
6266	VIVDS PROCESSOR SYSTEM	each	1	1	\$6,000.00	\$6,000.00
6266	VIVDS CAMERA ASSEMBLY	each	4	4	\$1,400.00	\$5,600.00
6266	VIVDS SET-UP SYSTEM	each	1	1	\$600.00	\$600.00
6266	VIVDS COMMUNICATION CABLE	l.f.	880	880	\$2.00	\$1,760.00
8317	BATTERY BACK-UP SYSTEM FOR SIGNAL CABINETS	each	1	1	\$6,000.00	\$6,000.00
8835	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	each	8	8	\$1,300.00	\$10,400.00
	UNIDIRECTIONAL OPTICOM DETECTOR (TYPE 711)	each	4	4	\$750.00	\$3,000.00
	PHASE SELECTOR (TYPE 754)	each	1	1	\$3,000.00	\$3,000.00
	OPTICOM DETECTOR CABLE	l.f.	820	820	\$3.00	\$2,460.00
	INSTALLATION OF DECORATIVE STREET LIGHT & FOUNDATION AT DRIVEWAY ENTRANCE TO CITY HALL	each	1	1	\$5,000.00	\$5,000.00
	REMOVAL OF EXISTING DECORATIVE STREET LIGHTS	each	2	2	\$1,500.00	\$3,000.00
	TRAFFIC SIGNAL CONTINGENCY	LS	1	1	\$10,000.00	\$10,000.00
8317	BATTERY BACK-UP SYSTEM FOR SIGNAL CABINETS	each	2	2	\$6,000.00	\$12,000.00
					Total	\$209,687.65

10% contingency \$ 20,968.77
 Total \$ 230,656.42
 Use \$ 231,000.00
 Engineering \$ 15,150.00
Grand total \$ 246,150.00



Legislation Details (With Text)

File #:	12-0845	Version:	1	Name:	Merritt Road ILA with Dallas County
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/25/2012	In control:		In control:	City Council
On agenda:	5/7/2012	Final action:		Final action:	

Title: Consider a resolution to approve an Interlocal Agreement by and between the City of Sachse and Dallas County for the purpose of reconstructing Merritt Road from Sachse Road to approximately 300 feet north of Pleasant Valley Road.

Executive Summary

The City plans to reconstruct Merritt Road from Sachse Road to approximately 300 feet north of Pleasant Valley Road as shown in the City’s Capital Improvement Plan (CIP). Dallas County partners with cities for reconstructing roadways and has agreed to fund 50% of the reconstruction cost. This item is to approve an Interlocal Agreement with Dallas County for funding their contribution to the project, which totals \$250,000.

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 - Project Map](#)
[RESOLUTION for Merritt ILA with Dallas County](#)
[Presentation Merritt Road ILA](#)
[Exhibit A](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution to approve an Interlocal Agreement by and between the City of Sachse and Dallas County for the purpose of reconstructing Merritt Road from Sachse Road to approximately 300 feet north of Pleasant Valley Road.

Executive Summary

The City plans to reconstruct Merritt Road from Sachse Road to approximately 300 feet north of Pleasant Valley Road as shown in the City’s Capital Improvement Plan (CIP). Dallas County partners with cities for reconstructing roadways and has agreed to fund 50% of the reconstruction cost. This item is to approve an Interlocal Agreement with Dallas County for funding their contribution to the project, which totals \$250,000.

Background

Merritt Road is a two lane asphalt roadway from Sachse Road to the President George Bush Tollway (PGBT). The City’s CIP includes reconstructing the two lane portion of Merritt Road from Sachse Road to approximately 300’ north of Pleasant Valley Road (see Attachment 1 Project Map). The roadway along this section will remain two lanes after the reconstruction and will also remain asphalt pavement. The remaining portion of Merritt Road from 300’ north

of Pleasant Valley Road to the PGBT will be widened to a four lane divided concrete roadway as a separate project and at a later time.

Policy Considerations

Dallas County partners each year with cities to reconstruct roadways. Eligible roadways are classified as Type "B" roadways by Dallas County on their thoroughfare plan. Dallas County typically funds 50% of the cost and an Interlocal Agreement is required to be executed by both the City and Dallas County to fund the project (see attached Exhibit A).

Budgetary Considerations

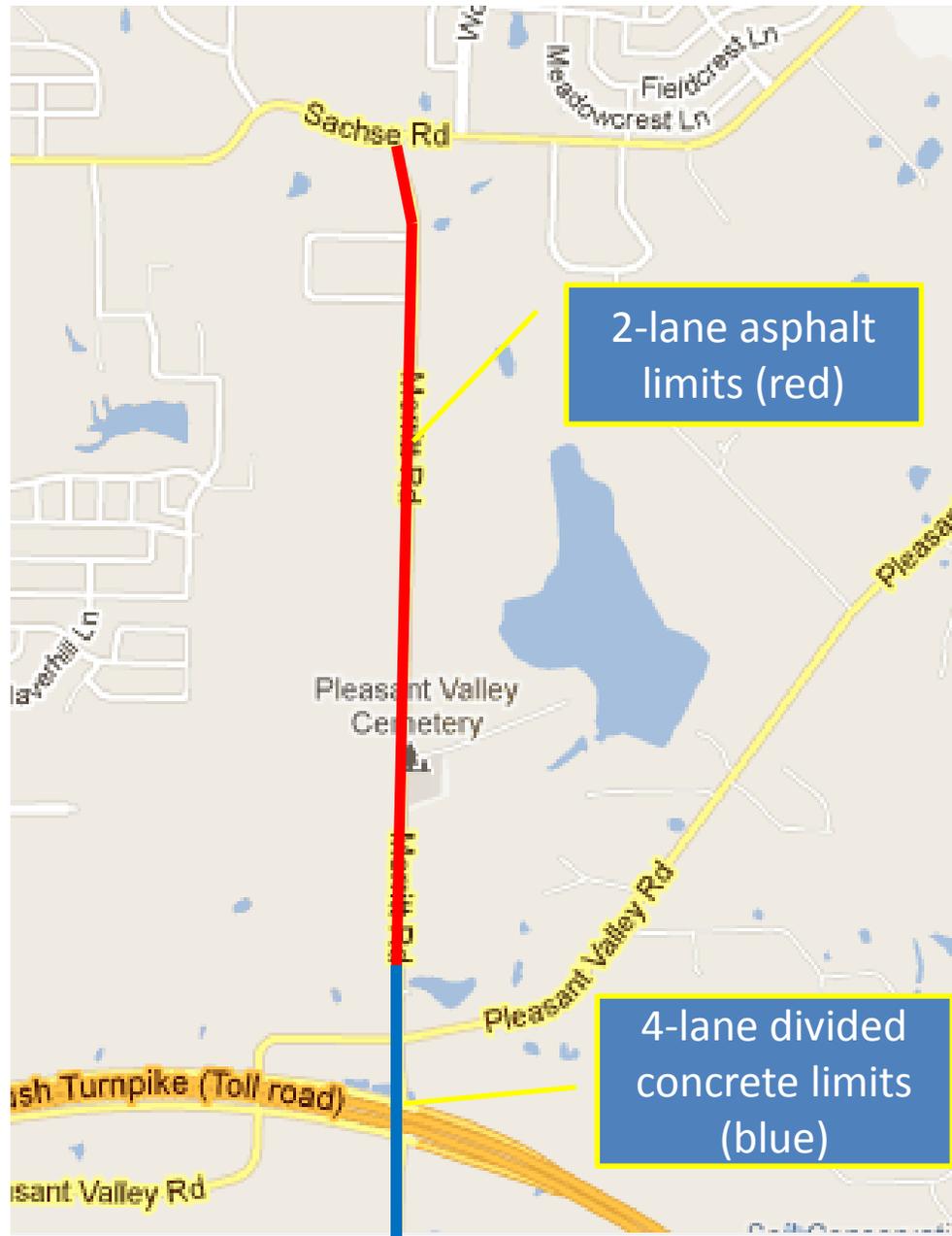
The City has budgeted \$295,000 in the Capital Improvement Plan (CIP) for the reconstruction of the asphalt pavement of Merritt Road from Sachse Road to 300 feet north of Pleasant Valley Road. The total cost of the project is estimated to be \$500,000 and Dallas County has agreed to partner with the City and fund 50% of the estimated project cost not to exceed \$250,000.

Once the Interlocal Agreement is approved by the City Council and Dallas County, staff will bring forward a resolution for the City Council to approve a purchase order to authorize the expenditure for the Merritt Road reconstruction project along with several other asphalt roadway improvement projects identified in the 2012 CIP.

Staff Recommendations

Staff recommends the City Council approve a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Sachse and Dallas County for the reconstruction of Merritt Road from Sachse Road to approximately three hundred (300) feet north of Pleasant Valley Road, authorizing its execution by the City Manager, and providing for an effective date as a consent agenda item.

Merritt Road Roadway Improvements



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF SACHSE AND DALLAS COUNTY FOR THE RECONSTRUCTION OF MERRITT ROAD FROM SACHSE ROAD TO APPROXIMATELY THREE HUNDRED (300) FEET NORTH OF PLEASANT VALLEY ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects; and

WHEREAS, the City Council of the City of Sachse, Texas has been presented an Interlocal Agreement from Dallas County for funding 50% the cost, not to exceed \$250,000, for the reconstruction of Merritt Road from Sachse Road to approximately 300 feet north of Pleasant Valley Road; and

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

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

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

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

RESOLVED this 7th day of May, 2012. CITY OF SACHSE, TEXAS

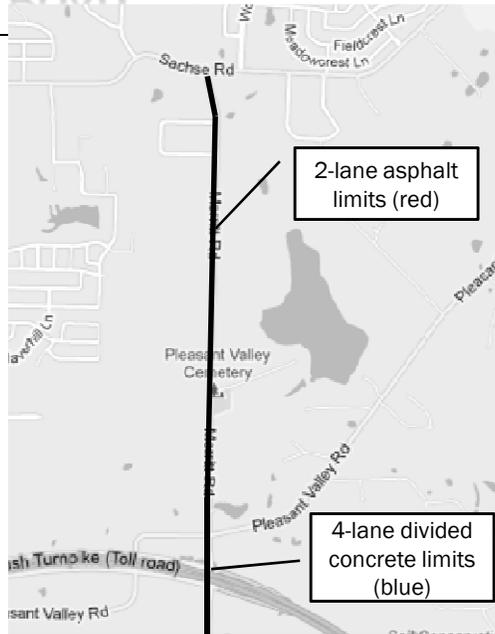
Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

DALLAS COUNTY ILA FOR MERRITT ROAD PROJECT
MAY 7, 2012
SACHSE CITY COUNCIL MEETING

MERRITT ROAD



MERRITT ROAD

- × City CIP includes Merritt Road asphalt road reconstruction project in 2012.
- × City CIP budget includes \$295,000 for project (RCC funds).
- × Dallas County verbally committed to fund half of project.
- × ILA is required to receive funds.
- × Project cost is \$500,000.
- × Dallas County will fund 50%, not to exceed \$250,000.

MERRITT ROAD

- × Neighborhood meeting will be held on May 22, 2012 to discuss project with stakeholders.
- × City Council will consider authorizing purchase order on May 21 or June 4 (depending on when Dallas County executes ILA).
- × Anticipate beginning work in June and be complete by end of August.

MERRITT ROAD

× QUESTIONS?

STATE OF TEXAS §

COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND CITY OF SACHSE
FOR MERRITT ROAD
FROM SACHSE ROAD TO APPROXIMATELY 300 FEET NORTH OF PLEASANT
VALLEY ROAD**

The City of Sachse, Texas, hereinafter called "City", and the County of Dallas, Texas, hereinafter called "County", desire to enter into an Interlocal Agreement for the purpose of reconstructing Merritt Road from Sachse Road to approximately 300 feet north of Pleasant Valley Road, as further described by Exhibit "A".

WHEREAS, This agreement entered into by the authority of Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code to provide authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects.

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by City and County for the mutual consideration stated herein:

WITNESSETH

City has requested and County agrees to provide funding for the reconstruction of Merritt Road, beginning at Sachse Road and ending at approximately 300 feet north of Pleasant Valley Road, hereinafter called the "Project", as further described in Exhibit "A" attached hereto and incorporated herein for all purposes. The Project is classified as a County Type "B" road project.

I. COUNTY'S CONTRIBUTION

County agrees to reimburse City for the costs of Project construction in an amount not to exceed \$250,000 hereinafter called the "Not to Exceed Amount"), which is up to fifty percent (50%) of the estimated total project cost of \$500,000. All expenditures by the County for the performance of these governmental functions of improving this street shall be made from current revenues available to the County of Dallas. City agrees that County will not be responsible for any amounts in excess of the Not to Exceed Amount. Payment of any expenditure or proposed expenditure for the Project by County that is in excess of the Not to Exceed Amount is at the sole determination of the County and is contingent upon Dallas County Commissioners Court prior approval.

Acceptances of City's invoices are contingent upon compliance with County's invoicing

procedures. City's invoices to County shall provide complete information and documentation to substantiate City's charges. Invoice period cannot be for less than a thirty (30) day period. County may withhold any disputed amounts, but shall pay all undisputed amounts. Following approval of invoices by County and by the County Auditor, County will pay City promptly, i.e., within thirty (30) days of County's approval of invoice. City understands and acknowledges that occasionally there can be short-term delays in the County making payments due to the demands attendant to County's accounting and disbursement procedures. In this regard, City agrees that should such reasonable and necessary delays occur, they shall not place the County in default of this Agreement.

II. CITY'S CONTRIBUTION

City agrees to contribute the additional funding, which is fifty percent (50%) of the estimated total Project cost. City also agrees that if the actual Project costs exceed the estimated total project cost, that it will be responsible for one hundred percent (100%) of the overruns. All expenditures by the City for the performance of these governmental functions of this Project shall be made from current revenues available to the City.

III. CITY'S OBLIGATIONS

City agrees to be responsible for, including but not limited to, the following: (1) undertaking the construction management of the Project; (2) informing the public of the proposed reconstruction of the Project; (3) locating all manholes, water valves, and other utilities within the Project; (4) making or causing to be made all utility relocations or adjustments necessary for the Project at no cost to County; (5) acquiring at its own costs any right-of-way necessary to complete the Project; (6) remediation, at its own costs, of any hazardous or regulated material, or any other environmental hazard in the Project location; (7) making all payments to any contractors City hires to work on the Project; (8) contracting through formal bidding procedures to acquire the services of contractors; and (9) furnishing materials, labor, and equipment necessary to perform the Project construction.

In the event that the cost of the Project shall exceed the Not to Exceed Amount, City agrees to either reduce the scope of construction or seek additional funding to complete the Project. At the termination of the Project, City will provide County with a final cost accounting of the Project.

The City agrees that County shall have the right to enter upon the Project area during the Project's construction period. City agrees to furnish such police personnel as required by City for traffic control or other public safety matters at no cost to County.

IV. TERM

The term of this Agreement shall be from the last date of execution of this Agreement until the completion of the Project.

V. COUNTY AUDIT

County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.

The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas within 30 days of the date of an invoice for such cost being deposited in the U. S. Mail, Certified Mail, Return Receipt Requested.

The audit provisions of this agreement shall survive the termination of this agreement until all claims brought by Dallas County, Texas are fully paid or reduced to judgment not subject to appeal.

VI. LIABILITY

Nothing stated or implied herein shall be construed as a waiver of all protections afforded County as a sovereign governmental unit. To the extent afforded by the Texas Torts Claim Act, County shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. County assumes no liability or responsibility for the acts and omissions of City, their employees, agents, officers or others working through them in any capacity.

Nothing stated or implied herein shall be construed as a waiver of all protections afforded City as a sovereign governmental unit. To the extent afforded by the Texas Torts Claim Act, City shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. City assumes no liability or responsibility for the acts and omissions of County, their employees, agents, officers or others working through them in any capacity.

City and County agree that any liabilities or damages incurred through performance of this Agreement which might be caused by the joint or combined acts or omissions of their respective

employees, agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

VII. MISCELLANEOUS

A. **Fiscal Funding.** Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County as regards this Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of County to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement by written notice to City at the earliest possible time prior to the end of its fiscal year.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this Agreement, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of City to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this Agreement by written notice to County at the earliest possible time prior to the end of its fiscal year.

B. **Immunity and Venue.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practice & Remedies Code and all applicable State of Texas and Federal laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

C. **Not an Agent.** County and City agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this agreement.

D. **No Third Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the agreement parties.

E. **Assignment.** City may not under any circumstances assign its interest in, or rights or obligations under, this Agreement without prior written consent of the County.

F. **Entire Agreement.** This Agreement and any attachments contain the entire agreement between the parties respecting the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the subject matter of this Agreement.

G. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

H. **Waiver of Covenants or Conditions.** The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

I. **Amendment.** This Agreement may be amended at any time by the written agreement of the County and City. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties thereto.

J. **Notice.** All notices, requests, demands, and other communication under this Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested (with appropriate proof of deliver provided by the United States Postal Service), to the respective parties as follows:

K.

COUNTY:

Commissioner Mike Cantrell
Road & Bridge District 2
District Office:
1701 N. Collins, Suite 1000
Richardson, Texas 75080
Phone: 214.589.7060

CITY:

William K. George, PE, City Manager
City of Sachse
3815-B Sachse Road
Sachse, TX 75048
Phone: 469-429-4770

L. **Binding Agreement.** This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.

IIA - Road & Bridge District #2 02/2012

M. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

N. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

O. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

P. **Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

Q. **Contingent.** This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the respective City Councils.

The City of Sachse, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2012.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2012.

Executed this the _____ day of _____, 2012.

Executed this the _____ day of _____, 2012.

CITY OF SACHSE:

COUNTY OF DALLAS:

BY _____
WILLIAM K. GEORGE, CITY MANAGER

BY _____
CLAY LEWIS JENKINS, COUNTY JUDGE

ATTEST _____
TERRY SMITH, CITY SECRETARY

APPROVED AS TO FORM:

Craig Watkins
District Attorney

Paul E. Hamilton
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT A
Project Description

Reconstruction of Merritt Road from Sachse Road to approximately 300' north of Pleasant Valley as shown in Attachment 1 Project Map. The project will involve milling and removing approximately 2"-3" of the existing asphalt from the roadway, recycling the remaining asphalt and pulverizing and mixing it with the existing subgrade along with cement at the rate of 42 lbs/square yard to a depth of 12". The new subgrade will be rolled and compacted and a prime coat will be installed prior to the installation of 3" of new surface coarse asphalt. The shoulders will be backfilled and the roadway striped. The cost estimate is attached as Attachment 2.

ATTACHMENT 2

MERRITT ROAD ASPHALT PAVEMENT RECONSTRUCTION (7,400 LF Long, 24' wide)

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Cost</i>
11099-01-17	Recycle 12" deep to include 42 lbs/SY cement, compaction and prime coat	SY	21378	\$ 7.25	\$ 154,990.50
11099-01-12	Thoroughfare traffic control	EA	1	\$ 800.00	\$ 800.00
11099-01-24	2" Milling and hauling to a satisfactory site	SY	19733	\$ 3.50	\$ 69,065.50
11099-01-10	Additional mileage hauled beyond first 10 from bidders plant at 23 miles	TON	3256	\$ 9.20	\$ 29,955.20
11099-01-25	Backfill along shoulders	LF	14800	\$ 0.70	\$ 10,360.00
11099-01-04	3" Type C HMA (includes up to 10 miles from plant)	TON	3256	\$ 64.00	\$ 208,384.00
				SUBTOTAL	\$ 473,555.20
				Contingency (5%)	\$ 23,677.76
				TOTAL	\$ 497,232.96
				USE	\$ 500,000.00



Legislation Details (With Text)

File #: 12-0827 **Version:** 1 **Name:** Proclamation recognizing the Sachse High School Girls Soccer Team successful season.

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

File created: 4/24/2012 **In control:** City Council

On agenda: 5/7/2012 **Final action:**

Title: Proclamation recognizing the Sachse High School Girls Soccer Team successful season.

Executive Summary
Sachse High School Girls Soccer team was a regional finalist.

Sponsors:

Indexes:

Code sections:

Attachments: [SHS Soccer.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
Proclamation recognizing the Sachse High School Girls Soccer Team successful season.

Executive Summary
Sachse High School Girls Soccer team was a regional finalist.

Background
The Sachse High School Girls Soccer Team made it to the regional finals, the best season in school history.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix present the proclamation recognizing the Sachse High School Girls Soccer Team successful season.

PROCLAMATION

WHEREAS, the citizens of Sachse take great pride in the academic and extracurricular activities of our students; and

WHEREAS, Sachse High School has a 23 member girls varsity soccer squad; and

WHEREAS, the Sachse team had a season record of 17 victories and 10 defeats and 1 tie and had 10 wins and 4 defeats in district; and

WHEREAS, the Lady Mustang Soccer Squad was successful as a Region II Tournament Finalist, under the guidance of Coach Kristen Campbell; and

WHEREAS, the Sachse High School varsity soccer team was well represented by Marissa Norman, Hannah Johnson, Chelsea Followwell, Natalie Calhoun, Kassidy Siragusa, Azalea Smith, Emily Wright, Jade Abarca, Kiana Clem, Rebecca Zapata, Amber Williams, Sabrina Nguyen, Alex Schenck, Megan Holland, Brandi Baker, Tori Hendrickson, Blake Baeuregard, Candice Followwell, Haleigh Hanson, Shelby Canoe, Nikki Lym, Haley Lyon, and Maddy Sauser, Assistant Coach Lindsey Cox, Trainer Silvia Hausknecht, student trainer McKenna Kohl and Managers Brooke Gordon and Casey Hearn.

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

May 7, 2012 as "Sachse High School Girls Varsity Soccer Team Day" in the City of Sachse

and urge all citizens to congratulate team members on their achievements.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 7th day of May, 2012.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #:	12-0830	Version:	1	Name:	Janet Kendrick Retirement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/25/2012	In control:		In control:	City Council
On agenda:	5/7/2012	Final action:		Final action:	
Title:	Recognize Janet Kendrick for Retirement				

Executive Summary
After almost 20 years with The City of Sachse Janet Kendrick, Utility Billing Supervisor is retiring.

Sponsors:

Indexes:

Code sections:

Attachments: [JK Retirement](#)

Date	Ver.	Action By	Action	Result
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Title
Recognize Janet Kendrick for Retirement

Executive Summary
After almost 20 years with The City of Sachse Janet Kendrick, Utility Billing Supervisor is retiring.

Background
Janet started working at The City of Sachse in August, 1992. She has been a valuable asset to the organization and we are sad to see her go. She has been dedicated to the Citizens of Sachse and really cares about her customers. She is friendly and has developed many relationships with the Citizens over the years. Janet has seen tremendous growth in our City and has been instrumental in assisting the City with our growth. We can not say enough about how much we appreciate her years of service and we wish her the very best as she transitions into retirement.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
None

Janet Kendrick started working at the City of Sachse in August, 1992. But her relationship with Sachse started many years before that, when she and her family built their home and moved here in October 1985. She was a stay-at-home mom for many years until her children were in middle school and high school. She decided to find a job that would supplement the family's income and fortunately there was an opening at the City of Sachse. What started out as a job for extra income turned in to over 19 years of service to Sachse.

Janet has seen many changes throughout her tenure. When she came to work at Sachse, the city offices were located in what was referred to as the "church parsonage" building over by the Sachse Cemetery. In 1990, the city purchased the "strip" center at 5560 Highway 78 and Janet moved again. And in 2010, she enjoyed moving her office one last time. Through the years she has seen many changes and been instrumental in bringing about those changes. Meters went from those being read by meter readers who had to lift the lids and read the dials one at a time at each residence, to reading meters electronically, simply driving by in their trucks to obtain the meter readings. Billing software went from inputting numbers by hand and calculating on an adding machine to today, when the electronic reads are sent to the computer software that generates the bills. But through it all, one thing remained constant; Janet's dedication to the citizens of Sachse. It was obvious that Janet really cared about her customers. Many times she worked to keep water service turned on for individuals who may have fallen on hard times. She even took calls at home, after work hours, from residents who had received a disconnect notice. She was lovingly dubbed the "water witch" by those that worked with her, a long-running joke in the office, because nothing was farther from the truth.

Janet has been a valuable asset to Sachse and we are sad to see her go. Her friendly smile and warm heart will be greatly missed. We cannot say enough about how much we appreciate her years of service and we wish her the very best as she transitions into retirement. Janet and her husband Doug have one more move in their future, to their country home in Poetry. We wish them many years of happiness.



Legislation Details (With Text)

File #: 12-0829 **Version:** 1 **Name:** Staff Briefing Human Resources- April, 2012
Type: Agenda Item **Status:** Agenda Ready
File created: 4/25/2012 **In control:** City Council
On agenda: 5/7/2012 **Final action:**
Title: Staff Briefing: Human Resources

Executive Summary
Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the Human Resources Department will brief the council.

Sponsors:

Indexes:

Code sections:

Attachments: [Human Resources Update](#)

Date	Ver.	Action By	Action	Result
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Title
Staff Briefing: Human Resources

Executive Summary
Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the Human Resources Department will brief the council.

Background
Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the Human Resources Department will brief the council.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
Not Required



Human Resources Update

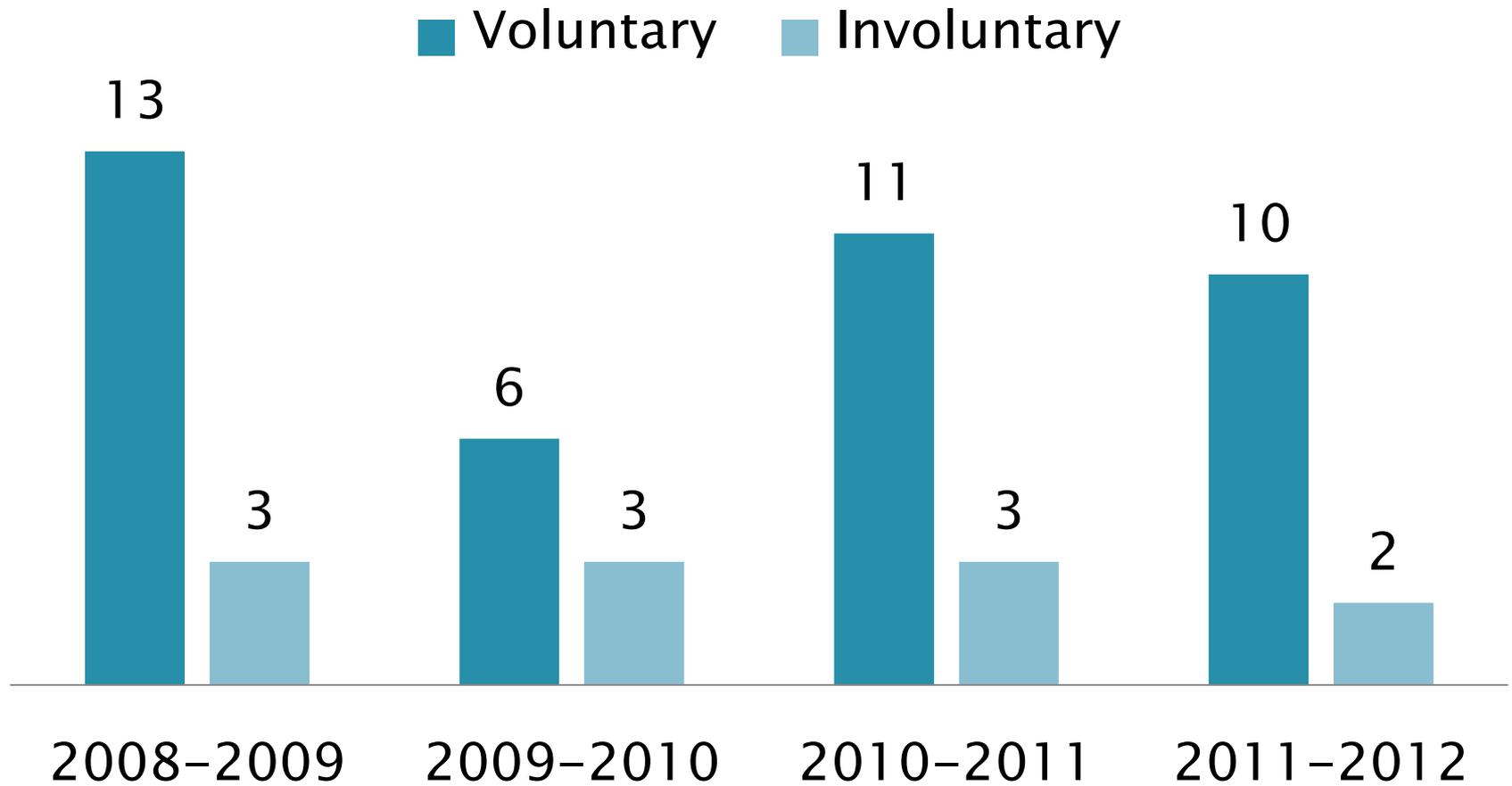
Year to Date Highlights

- ▶ Volunteers–71
 - ▶ New Hires–15
 - ▶ Applications Received–1059
 - ▶ Worker’s Compensation Claims–17
 - ▶ Employees who have left the City–12
 - Voluntary–6
 - Involuntary–2
 - Part-time/Seasonal/Temp–2
 - Retirement–2
- 

Key Positions Hired

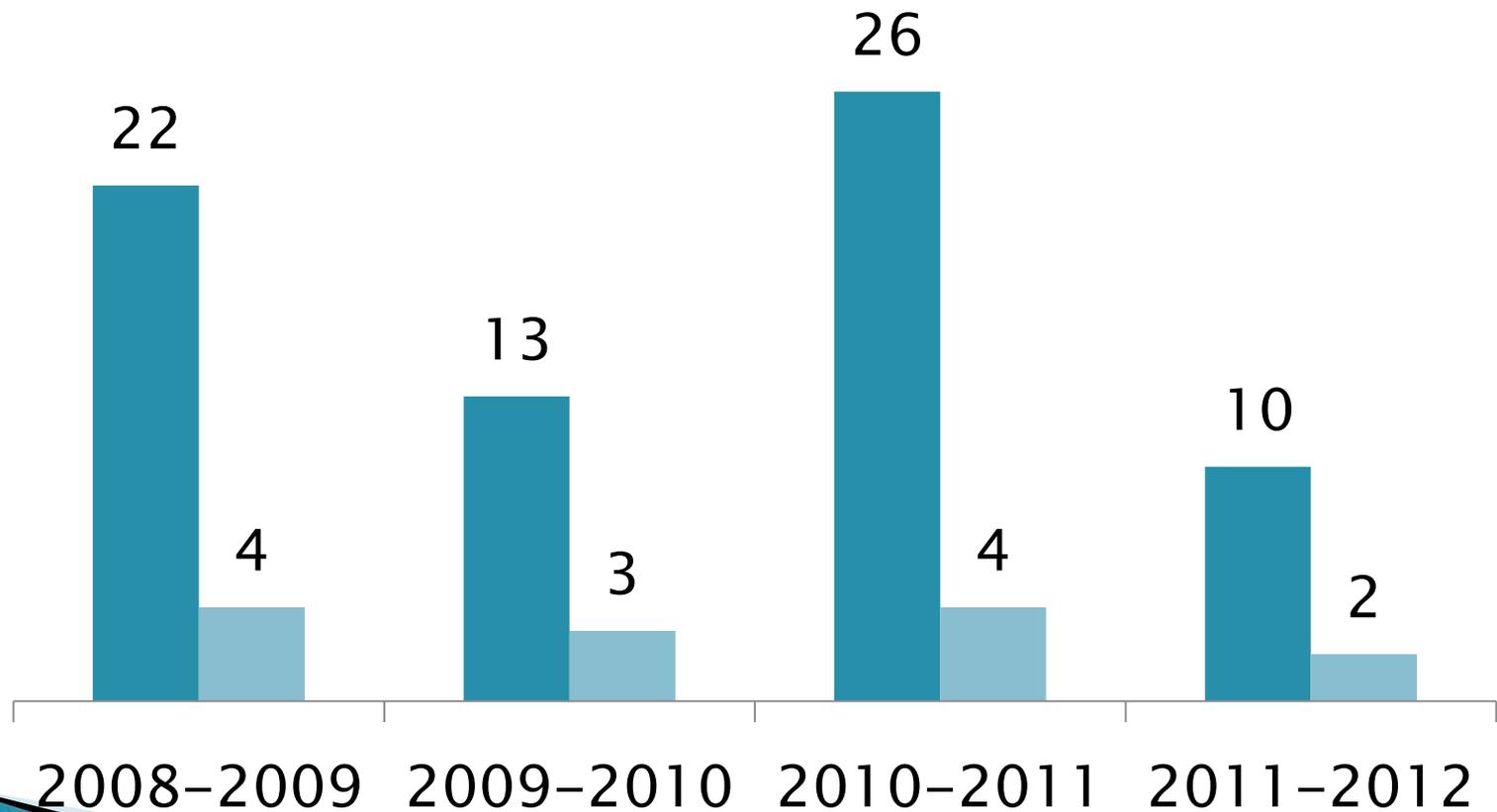
- ▶ Police Communications Supervisor
 - ▶ City Engineer
 - ▶ Manager of Library Services
 - ▶ Director of Community Development
 - ▶ Graduate Engineer
 - ▶ Financial Analyst
 - ▶ Fire Lieutenant (Internal Promotion)
- 

Year to Date Turnover Comparisons



Annual Turnover

■ Voluntary ■ Involuntary



Innovations / Accomplishments

- ▶ Intranet
 - ▶ IMAGE Certification
 - ▶ Training Opportunities
 - Diversity Training for Supervisors
 - Substance Abuse Awareness
 - ▶ Employee Engagement Survey
- 

Future Planning

- ▶ Maintain Customer Service Levels
 - ▶ Maintain Good Relationships Amongst Departments
 - ▶ Improve Timely & Accurate Communication & Communication of Important Decisions
- 

Future Planning

- ▶ Ensure Disciplinary Procedures & Promotions are Fair and Consistent
 - ▶ Ensure Performance Evaluations are being Conducted on a Regular Basis
 - ▶ Ensure Employees Feel Valued
 - ▶ Ensure Diversity is Valued
 - ▶ Ensure Employees Have a Safe Avenue for Reporting Ethical Issues
 - ▶ Ensure an Environment of Trust
- 



Legislation Details (With Text)

File #:	12-0777	Version:	2	Name:	CD-JACKSON MEADOWS PH3A1 PLAT
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/20/2012	In control:		In control:	City Council
On agenda:	5/7/2012	Final action:		Final action:	

Title: Conduct a public hearing and consider approval of the application of Jackson Meadows Partners, LP, for an Amending Plat for Jackson Hills Phase 3A-1, being 55 single-family residential lots, 2 HOA Common Area lots and 1 lot for future development on approximately 33.127 acres, located generally on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Executive Summary

The applicant is requesting to subdivide an approximately 33.127-acre tract to consist of 55 single-family residential lots, 2 HOA Common Area lots and 1 lot for future development generally located on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [Amending Plat JacksonHills3A-1-sheet1of2 - final041012.pdf](#)
 - [Amending Plat JacksonHills3A-1-sheet2of2 - final041012.pdf](#)
 - [AERIAL MAP-JACKSON HILLS PH3A1 PLAT.pdf](#)
 - [ZONING MAP-JACKSON HILLS PH3A1 PLAT.pdf](#)
 - [PlatApplication - JH3A-1.pdf](#)
 - [Standard Conditions for Final Plat.pdf](#)

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

Title

Conduct a public hearing and consider approval of the application of Jackson Meadows Partners, LP, for an Amending Plat for Jackson Hills Phase 3A-1, being 55 single-family residential lots, 2 HOA Common Area lots and 1 lot for future development on approximately 33.127 acres, located generally on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Executive Summary

The applicant is requesting to subdivide an approximately 33.127-acre tract to consist of 55 single-family residential lots, 2 HOA Common Area lots and 1 lot for future development generally located on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Background

The 33.127-acre subject property is generally located on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road. The applicant is proposing to subdivide the subject property into 55 single-family residential lots, 2 HOA Common Area lots and 1 lot

for future development.

A Preliminary Plat for Phases 2 and 3 of the subdivision was approved on September 1, 2006. The Final Plat for Phase 3A approved on November 15, 2010 and was filed on April 26, 2012.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission voted unanimously to recommend approval of the Amending Plat request at the April 23, 2012 meeting.

Site Data

The subject site is approximately 33.127 acres in area. It has frontage along Bunker Hill Road to the west. The proposed development will have access from West Creek Lane and from Jackson Hills Phase 2 subdivision Mustang Avenue via proposed Mustang Avenue extension.

Use of Property Under Current Zoning

Planned Development (PD-18) District, which was approved by City Council on April 16, 2001, is intended for single family dwellings on 6,000, 7,200, and 8,400 square foot lots.

Policy Considerations

The proposed replat meets the standards of the City of Sachse Code of Ordinances and of Ordinance No. 1842, a Planned Development (PD-18) and is designed in accordance with the zoning of the property.

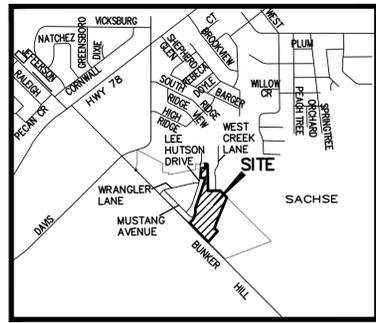
Budgetary Considerations

None.

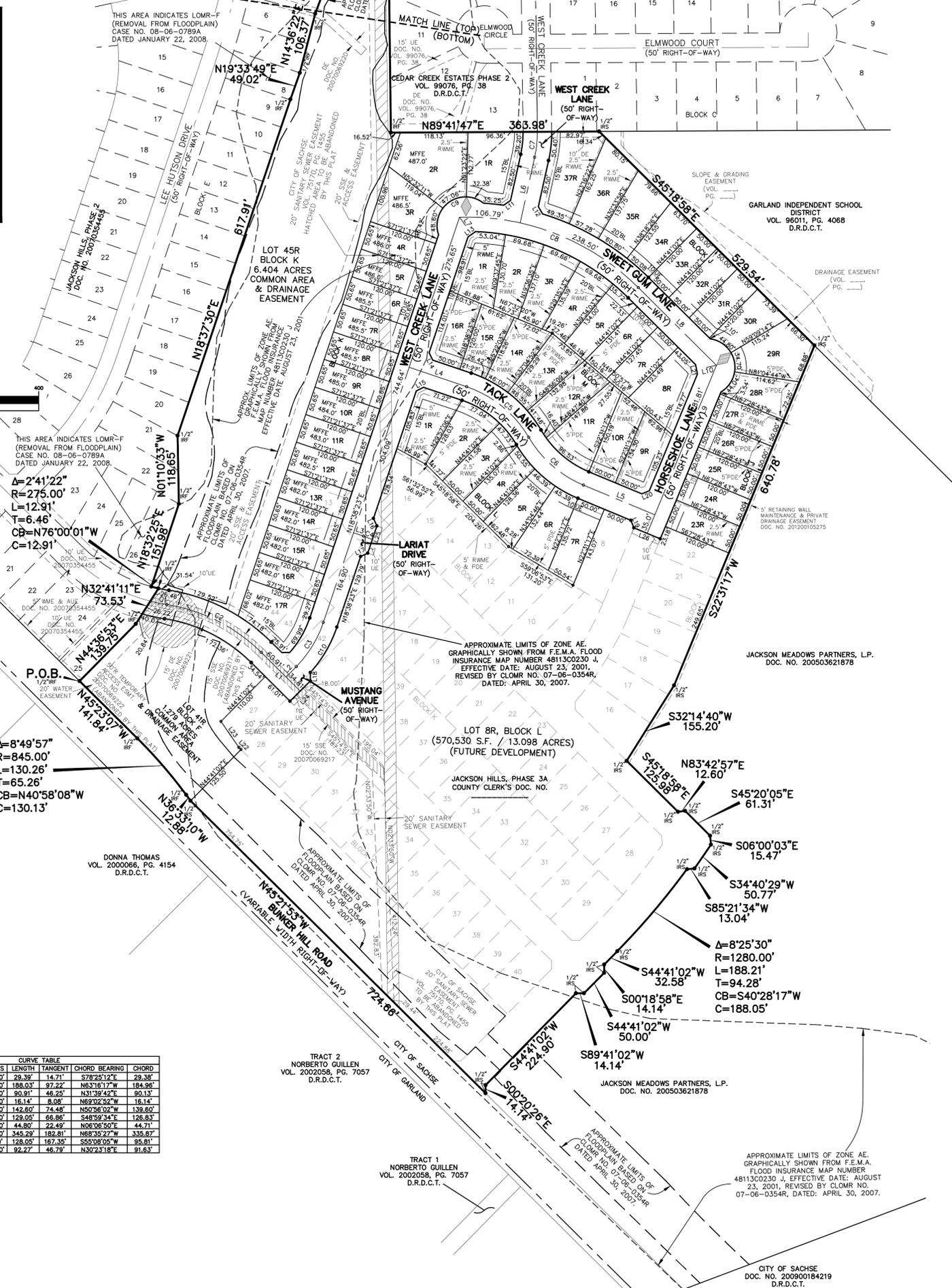
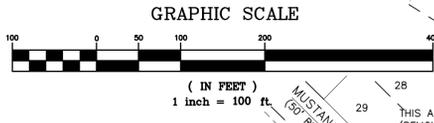
Staff Recommendations

Staff recommends approval of the amending plat for Jackson Hills Phase 3A-1 with the following conditions:

1. The applicant shall satisfy the conditions as shown on the Standard Conditions for Final Plat Approval Checklist, attached.
2. Prior to filing the plat with Dallas County, the applicant shall record the Drainage Easement and the Slope and Grading Easement on the adjacent Garland ISD property to the north.



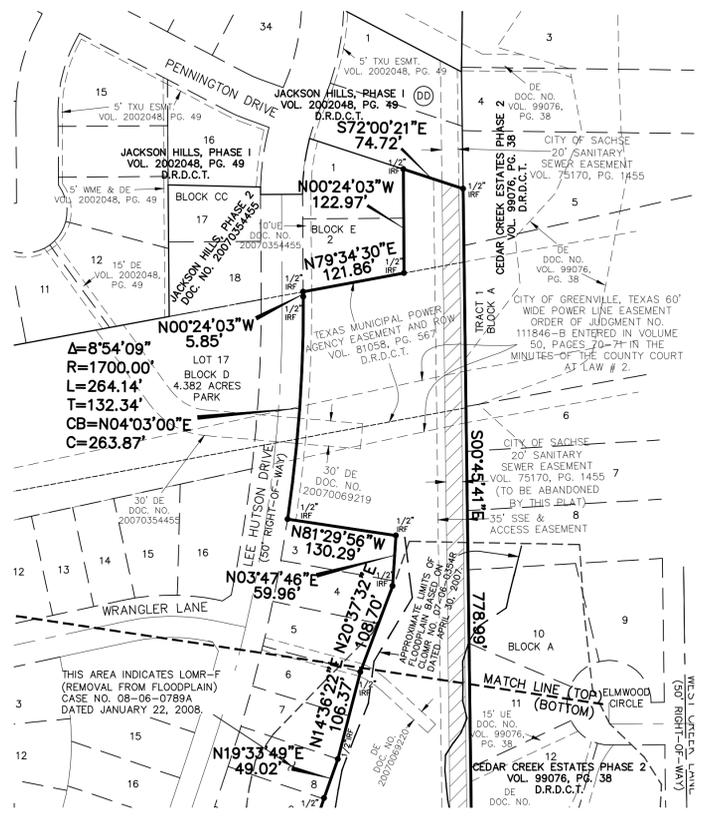
N.T.S.



- LEGEND**
- 1/2" IRON ROD SET
 - 1/4" IRON ROD FOUND
 - BL BUILDING LINE SETBACK
 - RIGHT-OF-WAY
 - DE DRAINAGE EASEMENT
 - UE UTILITY EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - P.O.B. POINT OF BEGINNING
 - TYP. TYPICAL
 - RWME RETAINING WALL MAINTENANCE EASEMENT
 - WE WATER EASEMENT
 - MFFE MINIMUM FINISHED FLOOR ELEVATION
 - PDE PRIVATE DRAINAGE EASEMENT
 - ◆ STREET NAME CHANGE

LOT AREA TABLE

BLOCK-LOT	SQUARE FEET
F-41R	55,731
J-23R	6,000
J-24R	6,000
J-25R	6,000
J-26R	6,000
J-27R	6,000
J-28R	6,620
J-29R	9,947
J-30R	6,635
J-31R	6,000
J-32R	6,000
J-33R	6,000
J-34R	6,886
J-35R	9,024
J-36R	9,953
J-37R	11,661
K-1R	10,737
K-2R	13,438
K-3R	9,319
K-4R	6,078
K-5R	6,078
K-6R	6,078
K-7R	6,078
K-8R	6,078
K-9R	6,078
K-10R	6,078
K-11R	6,078
K-12R	6,078
K-13R	6,078
K-14R	6,078
K-15R	6,078
K-16R	6,078
K-17R	9,956
K-45R	278,939
L-1R	8,304
L-2R	8,064
L-3R	6,976
L-4R	6,538
L-5R	7,601
L-6R	7,810
L-7R	6,970
L-8R	570,530
M-1R	8,555
M-2R	7,800
M-3R	7,905
M-4R	7,756
M-5R	6,933
M-6R	6,472
M-7R	6,273
M-8R	9,200
M-9R	7,436
M-10R	7,112
M-11R	9,322
M-12R	8,003
M-13R	7,790
M-14R	7,170
M-15R	6,473
M-16R	7,270



- NOTES:**
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES AND PERMITS.
 - A PORTION OF THIS PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 4811300230 J DATED AUGUST 23, 2001. A CONDITIONAL LETTER OF MAP REVISION NUMBER 07-06-0354R ISSUED APRIL 30, 2007 WILL AMEND THE FLOODPLAIN AS SHOWN ONCE THE IMPROVEMENTS ARE CONSTRUCTED.
 - PRIVATE DRAINAGE EASEMENTS ARE DEDICATED FOR THE CONVEYANCE OF STORM WATER RUNOFF FROM A HIGHER ELEVATED LOT THROUGH A LOWER ELEVATED LOT. ALL PRIVATE DRAINAGE EASEMENTS SHALL REMAIN CLEAR OF SURFACE OBSTRUCTIONS. ALL PRIVATE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT OWNER.
 - ALL ONE-HALF INCH IRON RODS SET HAVE A YELLOW CAP STAMPED "JBI".
 - ALL COMMON AREAS ARE TO BE DEDICATED TO THE HOA.
 - ALL LOTS HAVE A 1' PRIVATE DRAINAGE EASEMENT ALONG EACH SIDE LOT LINE.

REASON FOR REPLAT IS TO MODIFY THE STREET AND LOT CONFIGURATION WHILE ADHERING TO THE CURRENT ZONING "PD-18".

AMENDING PLAT

JACKSON HILLS, PHASE 3A-1

BEING 1,443,019 SQUARE FEET OR 33.127 ACRES OUT OF THE ROBERT McCULLOUGH SURVEY, ABSTRACT NO. 928 AND BEING A REPLAT OF LOT 41, BLOCK F, LOTS 23-36, BLOCK J, LOTS 1-16, AND 45, BLOCK K, LOTS 1-8, BLOCK L, AND LOTS 1-16, BLOCK M, JACKSON HILLS, PHASE 3A AS RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER _____

CITY OF SACHSE, DALLAS COUNTY, TEXAS
55 RESIDENTIAL LOTS PER PD-18 ORDINANCE NO. 1842; 2 HOA COMMON AREA LOTS; AND 1 LOT FOR FUTURE DEVELOPMENT;

JACKSON MEADOWS PARTNERS, LP OWNER/DEVELOPER

6119 Greenville Avenue (972) 248-9116
P.O. Box 346
Dallas, Texas 75206
CONTACT: RONALD N. HAYNES, JR.

JBI PARTNERS, INC. SURVEYOR

16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
ENGINEER: DANIEL DEWEY

RESUBMITTED: April 10, 2012
SUBMITTED: March 30, 2012

LINE TABLE

LINE	BEARING	DISTANCE
L1	S45°18'58"E	95.73'
L2	N44°41'02"E	25.44'
L3	S71°21'37"E	18.86'
L4	S71°21'37"E	108.27'
L5	S67°28'43"E	135.00'
L6	S12°31'52"W	116.81'
L7	S38°15'15"E	18.34'
L8	S45°18'58"E	192.19'
L9	S22°31'17"W	318.81'
L10	N78°38'10"E	18.08'
L11	S55°37'14"W	14.61'
L12	N30°35'29"W	14.61'
L13	N54°58'40"E	16.11'
L14	N26°21'37"W	14.14'
L15	S63°28'23"W	14.14'
L16	N24°56'29"W	14.49'
L17	S65°27'51"W	13.68'
L18	N06°19'14"E	14.61'
L19	S22°28'43"E	14.14'
L20	N67°31'17"E	14.14'
L21	S11°23'50"E	16.60'
L22	N45°18'58"W	5.34'
L23	N34°47'35"W	54.75'
L24	N45°05'11"E	50.07'
L25	N18°38'56"E	50.17'
L26	S67°28'43"E	50.07'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	5°36'46"	300.00'	29.39'	14.71'	S78°25'12"E	29.38'
C2	35°54'37"	300.00'	188.03'	97.22'	N63°16'17"W	184.96'
C3	26°02'39"	200.00'	99.91'	46.26'	N31°59'42"E	90.13'
C4	4°37'30"	200.00'	16.14'	8.08'	N69°02'52"W	16.14'
C5	40°51'11"	200.00'	142.60'	74.48'	N50°56'02"W	139.60'
C6	38°28'17"	200.00'	129.05'	68.86'	S48°59'34"E	126.83'
C7	1°29'09"	200.00'	44.80'	72.49'	N06°08'50"E	44.71'
C8	46°32'57"	425.00'	345.29'	182.81'	N68°35'27"W	335.87'
C9	146°43'48"	50.00'	128.05'	167.35'	S55°08'05"W	95.81'
C10	23°29'51"	225.00'	92.27'	46.79'	N30°23'18"E	91.63'

Drawing: H:\Projects\HDC008A\dwg\PLAT\HDC008A-Phase 3A1.dwg Saved By: abacok Save Time: 4/13/2012 9:51 AM

STATE OF TEXAS ~
COUNTY OF DALLAS ~

WHEREAS JACKSON MEADOWS PARTNERS, LP is the owner of a parcel of land located in the City of Sachse, Dallas County, Texas, a part of the Robert McCullough Survey, Abstract No. 928, and being a part of that 109.3239 acre tract of land conveyed to Jackson Meadows Partners, LP, as recorded in Doc. No. 200503621878, Dallas County Real Property Record, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the south corner of Lot 25, Block F of Jackson Hills, Phase 2 Addition, an addition to the City of Sachse as recorded in Document No. 20070354455, Dallas County Real Property Records, said point being in the northeast right-of-way line of Bunker Hill Road (a variable width right-of-way);

THENCE along the east line of Jackson Hills, Phase 2 Addition as follows:
North 44 degrees 36 minutes 53 seconds East, 139.75 to a one-half inch iron rod found for corner;
North 32 degrees 41 minutes 11 seconds East, 73.53 feet to a one-half inch iron rod found for corner;
Northwesterly, 12.91 feet along a curve to the right which has a central angle of 02 degrees 41 minutes 22 seconds, a radius of 275.00 feet, a tangent of 6.46 feet and whose chord bears North 76 degrees 00 minutes 01 seconds West, 12.91 feet to a one-half inch iron rod found for corner;
North 18 degrees 32 minutes 25 seconds East, 151.98 feet to a one-half inch iron rod found for corner;
North 01 degrees 10 minutes 33 seconds West, 118.65 feet to a one-half inch iron rod found for corner;
North 18 degrees 37 minutes 30 seconds East, 617.91 feet to a one-half inch iron rod found for corner;
North 19 degrees 33 minutes 49 seconds East, 49.02 feet to a one-half inch iron rod found for corner;
North 14 degrees 36 minutes 22 seconds East, 106.37 feet to a one-half inch iron rod found for corner;
North 20 degrees 37 minutes 32 seconds East, 108.70 feet to a one-half inch iron rod found for corner;
North 03 degrees 47 minutes 46 seconds East, 59.96 feet to a one-half inch iron rod found for corner;
North 81 degrees 29 minutes 56 seconds West, 130.29 feet to a one-half inch iron rod found for corner;
Northeasterly, 264.14 feet along a curve to the left which has a central angle of 08 degrees 54 minutes 09 seconds, a radius of 1700.00 feet, a tangent of 132.34 feet and whose chord bears North 04 degrees 03 minutes 00 seconds East, 263.87 feet to a one-half inch iron rod found for corner;
North 00 degrees 24 minutes 03 seconds West, 5.85 feet to a one-half inch iron rod found for corner;
North 00 degrees 34 minutes 30 seconds East, 121.86 feet to a one-half inch iron rod found for corner;
North 00 degrees 24 minutes 03 seconds West, 122.97 feet to a one-half inch iron rod found at the northeast corner of Lot 1, Block E of Jackson Hills, Phase 2 Addition, said point being in the south line of Lot 2, Block DD of Jackson Hills, Phase 1 Addition, an addition to the City of Sachse as recorded in Volume 2002048, Page 49, Dallas County Real Property Records;

THENCE South 72 degrees 00 minutes 21 seconds East, 74.72 feet to a one-half inch iron rod found at the southeast corner of said Lot 2, Block DD, said point being in the west line of Lot 5, Block A of Cedar Creek Estates, Phase 2 Addition, an addition to the City of Sachse as recorded in Volume 99076, Page 38, Dallas County Real Property Records;

THENCE South 00 degrees 45 minutes 41 seconds East, 778.99 feet to a one-half inch iron rod found at the southwest corner of said Cedar Creek Estates, Phase 2 Addition;

THENCE North 89 degrees 41 minutes 47 seconds East, 363.98 feet along the south line of said Cedar Creek Estates, Phase 2 Addition to a one-half inch iron rod set for corner;

THENCE South 45 degrees 18 minutes 58 seconds East, 529.54 feet to a one-half inch iron rod set for corner;

THENCE South 22 degrees 31 minutes 17 seconds West, 640.78 feet to a one-half inch iron rod set for corner;

THENCE South 32 degrees 14 minutes 40 seconds West, 155.20 feet to a one-half inch iron rod set for corner;

THENCE South 45 degrees 18 minutes 58 seconds East, 125.98 feet to a one-half inch rod set for corner;

THENCE North 83 degrees 42 minutes 57 seconds East, 12.60 feet to a one-half inch iron rod set for corner;

THENCE South 45 degrees 20 minutes 05 seconds East, 61.31 feet to a one-half inch iron rod set for corner;

THENCE South 06 degrees 00 minutes 03 seconds East, 15.47 feet to a one-half inch iron rod set for corner;

THENCE South 34 degrees 40 minutes 29 second West, 50.77 feet to a one-half inch iron rod set for corner;

THENCE South 85 degrees 21 minutes 34 seconds West, 13.04 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 188.21 feet along a curve to the right which has a central angle of 08 degrees 25 minutes 30 seconds, a radius of 1280.00 feet, a tangent of 94.28 feet, and whose chord bears South 40 degrees 28 minutes 17 seconds West, 188.05 feet to a one-half inch iron rod set for corner;

THENCE South 44 degrees 41 minutes 02 seconds West, 32.58 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 18 minutes 58 seconds East, 14.14 feet to a one-half inch iron rod set for corner;

THENCE South 44 degrees 41 minutes 02 seconds West, 50.00 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 41 minutes 02 seconds West, 14.14 feet to a one-half inch iron rod set for corner;

THENCE South 44 degrees 41 minutes 02 seconds West, 224.90 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 20 minutes 26 seconds East, 14.14 feet to a one-half inch iron rod set for corner in the northeast right-of-way line of Bunker Hill Road;

THENCE along the northeast right-of-way line of Bunker Hill Road as follows:
North 45 degrees 21 minutes 53 seconds West, 724.66 feet to a one-half inch iron rod found for corner;
North 36 degrees 33 minutes 10 seconds West, 12.88 feet to a one-half inch iron rod found for corner;
Northwesterly, 130.26 feet along a curve to the left which has a central angle of 08 degrees 49 minutes 57 seconds, a radius of 845.00 feet, a tangent of 65.26 feet, and whose chord bears North 40 degrees 58 minutes 08 seconds West, 130.13 feet to a one-half inch iron rod found for corner;
North 45 degrees 23 minutes 07 seconds West, 141.84 feet to the POINT OF BEGINNING and containing 1,443,019 square feet or 33.127 acres tract of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That JACKSON MEADOWS PARTNERS, LP, acting by and through its duly authorized agent, does hereby adopt this plat designating the hereinabove described property as JACKSON HILLS, PHASE 3A-1, an addition to the City of Sachse, Dallas County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress an egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sachse, Texas.

WITNESS my hand at Dallas, Texas, this the _____ day of _____ 2012.

Jackson Meadows Partners, LP
a Texas limited partnership

By _____
Authorized Signature, Title

STATE OF TEXAS ~
COUNTY OF DALLAS ~

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Dan B. Ramsey, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Sachse, Texas.

DATED THIS _____th DAY OF _____, 2012.

Dan B. Ramsey
Registered Professional Land Surveyor #4172



STATE OF TEXAS ~
COUNTY OF DALLAS ~

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____th day of _____, 2012.

Notary Public, State of Texas

APPROVAL OF CITY COUNCIL, CITY OF SACHSE

This plat JACKSON HILLS, PHASE 3A-1, has been submitted to and considered by the city council of the City of Sachse, Texas, and is hereby approved by such council, dated this _____ day of _____, 2012.

Attest By: _____
Mayor

Attest By: _____
City Secretary

AMENDING PLAT

JACKSON HILLS, PHASE 3A-1

BEING 1,443,019 SQUARE FEET OR 33.127 ACRES OUT OF THE
ROBERT McCULLOUGH SURVEY, ABSTRACT NO. 928 AND BEING A
REPLAT OF JACKSON HILLS, PHASE 3A AS RECORDED IN COUNTY
CLERK'S DOCUMENT NUMBER _____

CITY OF SACHSE, DALLAS COUNTY, TEXAS
55 RESIDENTIAL LOTS PER PD-18 ORDINANCE NO. 1842; 2 HOA
COMMON AREA LOTS; AND 1 LOT FOR FUTURE DEVELOPMENT;

JACKSON MEADOWS PARTNERS, LP OWNER/DEVELOPER
6119 Greenville Avenue (972) 248-9116
P.O. Box 346
Dallas, Texas 75206
CONTACT: RONALD N. HAYNES, JR.

JB PARTNERS, INC. SURVEYOR
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
ENGINEER: DANIEL DEWEY

RESUBMITTED: April 10, 2012
SUBMITTED: March 30, 2012

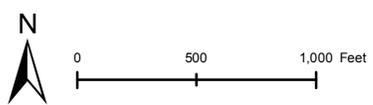
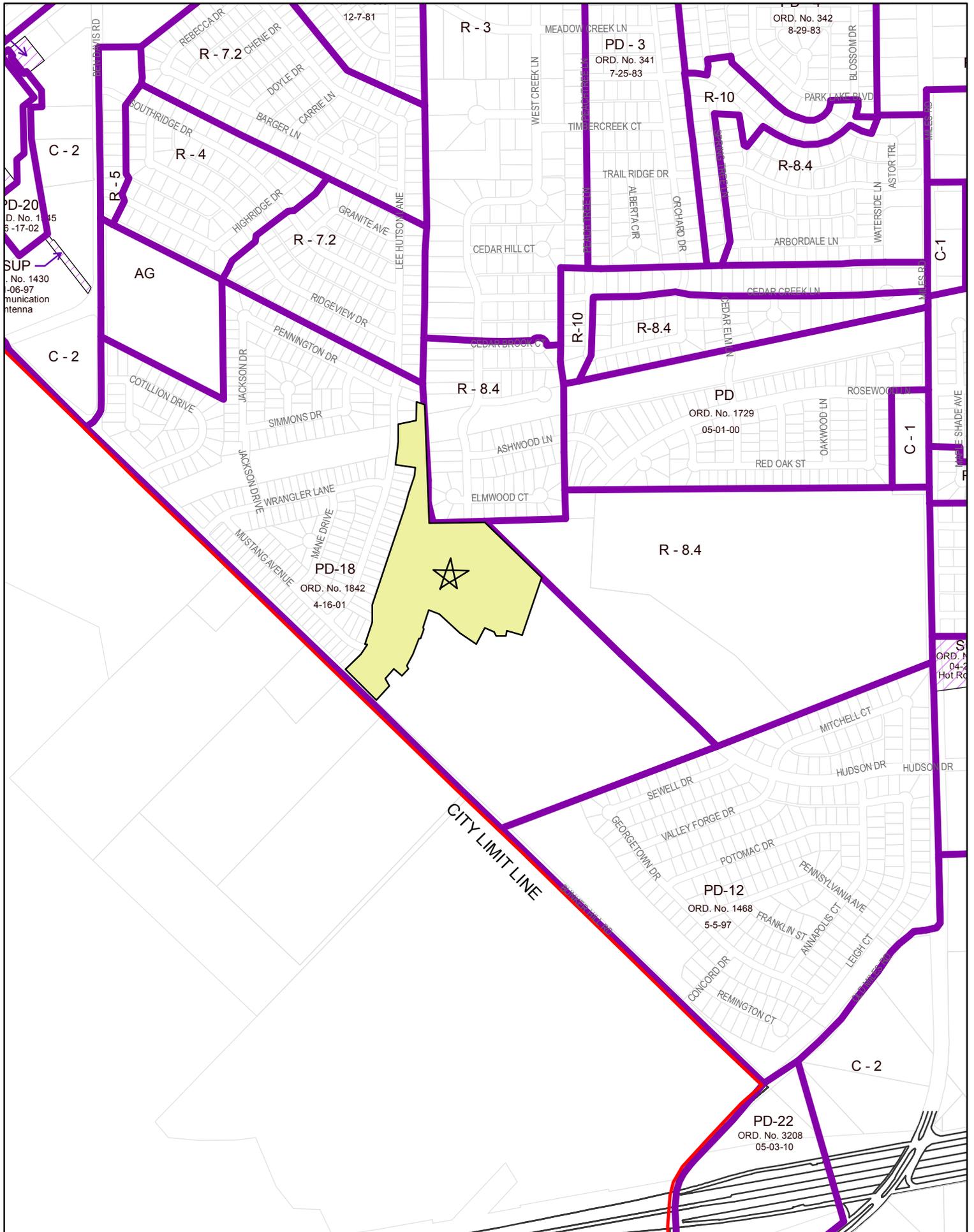


0 200 400 Feet

AERIAL MAP



FILE: P 12-02
JACKSON HILLS PHASE 3A-1
SUBJECT AREA



ZONING MAP



FILE: P 12-02
JACKSON HILLS PHASE 3A-1
SUBJECT AREA

FEB 28 2012



#20120144

SUBDIVISION PLAT APPLICATION

Type of Plat Request: (Please Check Applicable Category)

- Preliminary Plat
[X] Final Plat
Replat
Final / Minor Plat (Administrative Process)
Amending Plat (Administrative Process)

Engineer / Surveyor

Name: JBI Partners Contact: Daniel Dewey
Address: 16301 Quorum Dr., Suite 200B
City: Addison State TX Zip 75001
Phone: 972-738-0243 Fax X Email: ddewey@jbipartners.com

Property Owner

Name: Ronald N. Haynes, Jr. Contact: rnhaynes@subbell.net
Address: c/o Team Phillips 11700 Preston Rd, Suite 660-412
City: Dallas State TX Zip 75230
Phone: 972-385-0909 Fax 972-385-0420 Email: nancy@teamphillipsinc.com

Proposed Subdivision Name: Jackson Hills, Ph 3A-1
Survey Name: Robert McCullough Abstract Number: 928
Existing Zoning: PD-18 Ordinance No 1842

Note: Please provide an as-built or building improvement survey on a separate sheet if the property is developed.

Is an existing subdivision or part of a subdivision being replatted? Yes No [X]

If yes, provide the following:

Subdivision Name:

Number of lots within original subdivision:

Date Filed: Volume: Page:

I am authorized to make application for a subdivision on behalf of the property owner.

[Signature]
Signature

2/27/2012
Date

The above-mentioned is authorized to make application on my behalf and I am the owner of the subject property.

[Signature]
Signature

2-27-2012
Date

Applicants (or representatives) are expected to be present at all public hearings concerning this application to justify or explain their request and to answer questions posed by the Planning Commission and the City Council.

Standard Conditions for Final Plat Approval Checklist

The conditions listed below marked with a "☒" need to be satisfied by the applicant, prior to issuance of a development permit:

- Approval of screening and buffering plans, including irrigation, in accordance with Article 3, Section 2.3 of the Zoning Ordinance and/or the Turnpike Overlay District Standards.
- Approval of public improvement construction plans, including location of any required sidewalks, Hike and Bike Trails, and fire hydrants, by the City Engineer.
- Approval of utility construction plans by the City Engineer.
- Approval of grading and drainage plans by the City Engineer.
- Approval of the proposed street names within this development by the City Engineer.
- The applicant comply with the requirements of the Tree Preservation Ordinance and obtain any necessary tree permits within the time frames specified within the Ordinance, subject to review and approval by the Director of Parks and Recreation.

The conditions listed below marked with a "☒" need to be satisfied by the applicant, prior to filing the final plat for recordation:

- Acceptance of all required public improvements by the City Engineer, unless otherwise specified within an approved facilities agreement.
- The applicant provide any additional easements as determined necessary by the City Engineer.
- Approval of annexation documentation, and filing thereof, incorporating the proposed development into the homeowners' association for the proposed development, including the dedication of common areas, and its maintenance responsibilities, and be subject to review and approval by the City Attorney, and filed for record.
- The applicant satisfy park land dedication obligations, in accordance with Section 8-5 of the Subdivision Ordinance, and as amended, subject to review and approval by the Director of Parks and Recreation.

Prior to issuance of a building permit:

- Payment of impact fees in accordance with Section 8-6 of the Subdivision Ordinance, and as amended, or as specified within an approved facilities agreement or development agreement.



Legislation Details (With Text)

File #: 12-0848 **Version:** 1 **Name:** CDBG submittal for 2012-13
Type: Agenda Item **Status:** Agenda Ready
File created: 4/26/2012 **In control:** City Council
On agenda: 5/7/2012 **Final action:**
Title: Conduct a Public Hearing and consider a resolution authorizing submittal of projects to Dallas County for proposed Community Development Block Grant program funding for Fiscal Year 2012-2013.

Executive Summary

Dallas County distributes federal funding from the Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) program for use in areas of low to moderate income households for public infrastructure improvements. A public hearing is required to be conducted and the City Council must authorize submittal of the projects to Dallas County each year for consideration for funding.

Sponsors:

Indexes:

Code sections:

Attachments: [ATTACHMENT 1 – PROJECT MAP RESOLUTION for CDBG submittal](#)
[Attachment 2](#)
[2013 CDBG projects.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a Public Hearing and consider a resolution authorizing submittal of projects to Dallas County for proposed Community Development Block Grant program funding for Fiscal Year 2012-2013.

Executive Summary

Dallas County distributes federal funding from the Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) program for use in areas of low to moderate income households for public infrastructure improvements. A public hearing is required to be conducted and the City Council must authorize submittal of the projects to Dallas County each year for consideration for funding.

Background

Each year the City of Sachse is eligible to receive Community Development Block Grant (CDBG) funds for implementation of projects that benefit low/moderate-income residents. The last several years of funding have been used on waterline, sanitary sewer line, and roadway reconstruction. In 2011-2012, the funding will be used for reconstructing 7th Street from SH 78 to Jewel Street.

Policy Considerations

Being a Federal funding distribution program, the Community Development Block Grant (CDBG) program administered by Dallas County, does have some requirements and qualifications that the recipient must meet. The funds must benefit the low/moderate-income residents. Income is verified by a door-to-door survey.

Prior to submitting the project candidates to Dallas County for funding consideration, a Public Hearing shall be conducted to provide an opportunity for citizens to provide input on potential CDBG projects. Staff met and discussed potential projects and has prioritized a list of projects, which are below and shown in Attachment 1-Project Map:

- 1) Brookhollow Drive Paving & Drainage Improvements - Alexander to Lee Hutson
- 2) Boone Street - Sachse Road to 7th Street
- 3) Billingsley - Sachse Road to 7th Street
- 4) 6th Street - SH 78 to Alexander
- 5) Alexander Street - Sachse Road to 7th Street

The City has funds budgeted for the Brookhollow Drive paving and drainage improvements in the CIP and the design is 60% complete. However during the design, it was discovered additional drainage improvements are needed and the additional cost exceeds the current budget. Therefore, staff proposes to utilize the CDBG funding to cover the additional cost of the drainage improvements whereby leveraging the existing City funds with CDBG funds to keep the project on pace for delivery. The City will also request to submit the Boone Street project as an alternate project should additional funding become available. The remaining projects can be considered for funding in future years.

Budgetary Considerations

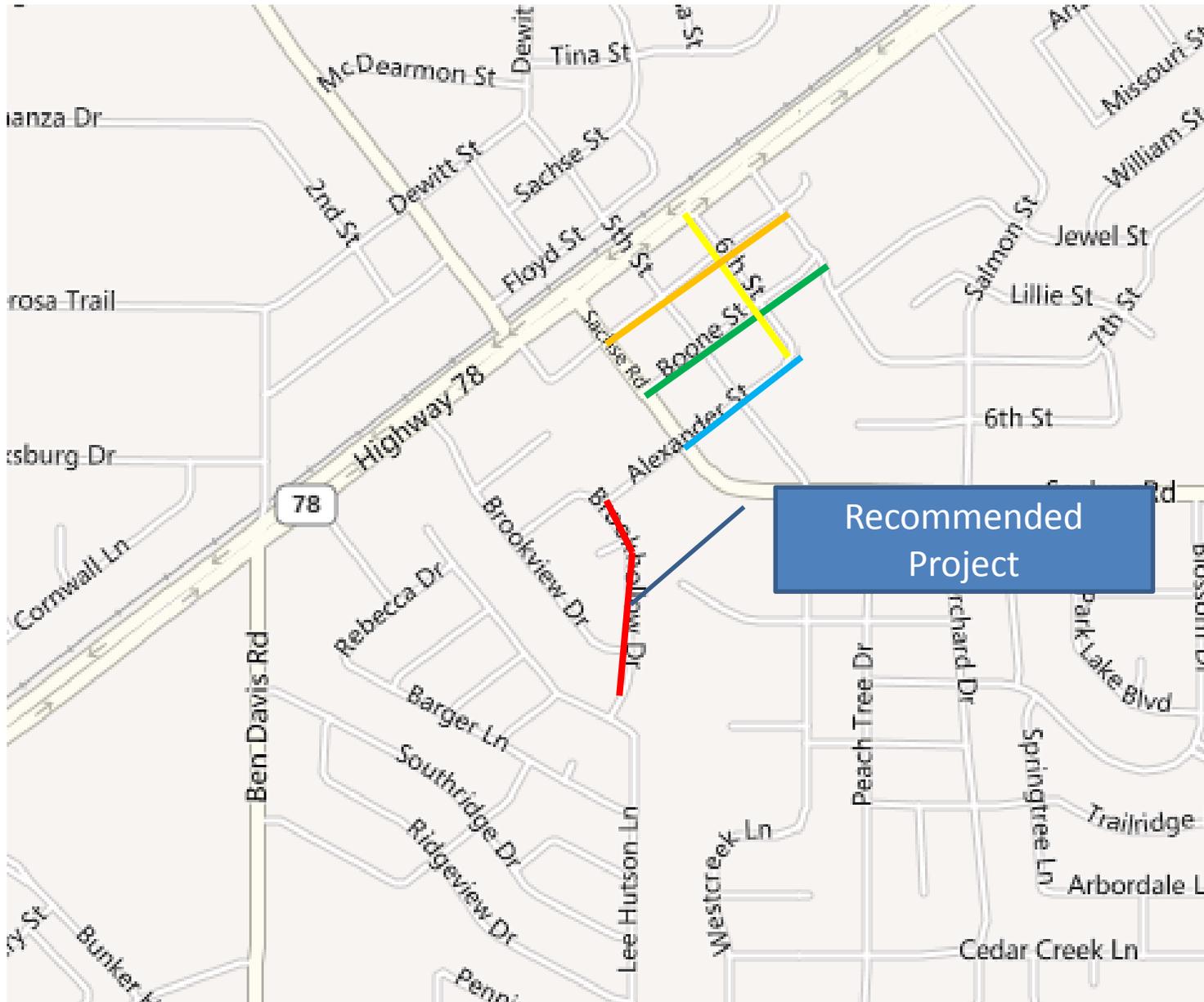
The City has budgeted \$366,418 in the Capital Improvement Plan (CIP) for the reconstruction of Brookhollow Drive from Alexander to Lee Hutson. This year's CDBG funding is anticipated to be \$50,996 (see Attachment 2). Taking into the CDBG funding, the project budget will be \$417,414. The budgets of the other projects are as follows:

- Boone Street - Sachse Road to 7th Street - \$50,000
- Billingsley - Sachse Road to 7th Street - \$50,000
- 6th Street - SH 78 to Alexander - \$50,000
- Alexander Street - Sachse Road to 7th Street - \$50,000

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of Sachse, Texas authorizing the submission to Dallas County of proposed Community Development Block Grant projects for the 2012-2013 funding cycle.

ATTACHMENT 1 – PROJECT MAP



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,
AUTHORIZING THE SUBMISSION TO DALLAS COUNTY OF PROPOSED
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS FOR THE 2012-
13 FUNDING CYCLE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS Dallas County has allocated approximately \$50,996 for the City of Sachse in CDBG funding for the 2012-13 fiscal cycle; and

WHEREAS the City of Sachse conducted a public hearing on Monday, May 7, 2012 to receive public input on suggested CDBG projects for 2012-2013;

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

Section 1: That the city hereby authorizes the submission to Dallas County of the proposed projects as listed below:

Brookhollow Drive from Alexander Drive to Lee Hutson - \$417,414.00

Boone Street from Sachse Road to 7th Street - \$50,000.00

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

RESOLVED this 7th day of May, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

ATTACHMENT 2

Shawn Poe

From: Cathy Cade
Sent: Tuesday, April 03, 2012 2:03 PM
To: Billy George; Shawn Poe
Subject: FW: 2012 CDBG Allocations
Attachments: 2012 Instructions.doc; 2012 CDBG Application.doc; SurveyTab2012A.doc; 2012Carryover.xls

Not sure if you received this or not.

Cathy Cade

Admin. Asst. to the City Manager

ccade@cityofsachse.com

469-429-4770

3815 B Sachse Rd.

Sachse, TX 75048

From: Kim D. Nobles [<mailto:Kim.Nobles@dallascounty.org>]

Sent: Tuesday, April 03, 2012 1:31 PM

To: abarnes@cityofsachse.com; ahcasarez@cityofwilmer.com; alan.sims@cedarhilltx.com; bhaney@cockrell-hill.tx.us; cbirdwell@cityofwilmer.com; cc277372@aol.com; Cathy Cade; cgross@cityofbalchsprings.com; city@combinetx.com; citymanager@glennheights.com; citysecretary@glennheights.com; cmo@coppelltx.gov; ddowne@lancaster-tx.com; elias.sassoon@cedarhilltx.com; execgm@glennheights.com; gary.greer@farmersbranch.info; ggarcia@ci.duncanville.tx.us; greg.porter@cedarhilltx.com; janisdcohsocy1@prodigy.net; jbrewer@lancaster-tx.com; Joey Crase; jfralicks@ci.duncanville.tx.us; lcrase@seagoville.us; LSTALLINGS@CI.DESOTO.TX.US; Istallings@desototexas.gov; morris399@balchspringspd.com; msteer@ci.coppell.tx.us; ppatten@cityofbalchsprings.com; Regaynal.poplion@cedarhilltx.com; smoino@ci.coppell.tx.us; smoino@coppelltx.gov; trichardson@desototexas.gov

Cc: Rick Loessberg; Rachel Brown; Abel Saldana; Janee Gentry; David Mackey

Subject: 2012 CDBG Allocations

Greetings:

HUD has recently informed Dallas County that it will be receiving \$2,004,364 in FY2012 CDBG assistance. After allocating the program's administrative expenses, a total of \$1,228,830 is available for the participating CDBG entities. Using the County's allocation formula, this \$1,228,830 will be awarded in the following manner:

Duncanville	\$ 93,699
Cedar Hill	\$ 89,090
Glenn Heights	\$ 72,501
Seagoville	\$ 93,392
Farmers Branch	\$ 86,325
Combine	\$ 54,375
Lancaster	\$105,679
Cockrell Hill	\$114,589
Hutchins	\$102,915
DeSoto	\$ 93,698
Sachse	\$ 50,996
Balch Springs	\$113,667
Wilmer	\$102,300
Coppell	\$ 55,604

As in the past, the County is requiring that all projects, other than code enforcement, have budgets of at least \$30,000 and that those cities that already have partially-funded CDBG projects to either finish funding those projects or to continue allocating funding to them before they begin funding new activities.

Also, cities that anticipate using their CDBG allocation must hold at least one public hearing before reaching a final decision on what projects to undertake. Dallas County will publish a newspaper notice on April 16 for public hearings that will be held between April 23 and May 16, 2012. If your city would like to be part of this notice, please contact me at (214) 653-6368 or knobles@dallascounty.org before April 13 and provide the date and time of your hearing. Also, each city needs to post the public hearing notice to their citizens through a local/city notification (i.e., city newspaper, posting at city library, etc.).

Information pertaining to this year's CDBG award, carryover and project application process is attached.

Cities interested in utilizing their FY2012 CDBG award must submit the required application materials to the County by Friday, May 18, 2012 at 4:00 p.m.

If you need additional information, please contact me at the phone number or e-mail above or Rick Loessberg at (214) 653-7601.

2012-2013 CDBG Projects Submittal
MAY 7, 2012
SACHSE CITY COUNCIL MEETING

2012-2013 CDBG PROJECTS SUBMITTAL

- × Each year Dallas County divides Community Development Block Grant funding from HUD between eligible cities.
- × For 2012-2013, Sachse will receive \$50,996 in CDBG funds
- × In order to receive funds, application has to be submitted to Dallas County stating which projects to include
- × Public Hearing must also be held to provide a forum for public to provide input

2012-2013 CDBG PROJECTS SUBMITTAL

- ✘ To be eligible, projects must be located within a low to moderate income level
- ✘ Staff met and recommends submitting two projects
 - + Brookhollow Paving and Drainage Improvements
 - ✘ Estimated construction cost is \$417,414
 - + Boone Street reconstruction
 - ✘ Estimated construction cost is \$50,000

2012-2013 CDBG PROJECTS SUBMITTAL



2012-2013 CDBG PROJECTS SUBMITTAL

- × City CIP includes \$366,418 for Brookhollow improvements.
- × Project 60% designed and it was determined additional drainage infrastructure needs to be installed, which increased project budget.
- × Staff recommends using CDBG funds to cover additional cost.
- × Residents will have to be surveyed to determine if it lies within low to moderate income level
- × Boone Street will be submitted as an alternate project should the Brookhollow area not be eligible after residents are surveyed.

2012-2013 CDBG PROJECTS SUBMITTAL

- × Alternate eligible projects include:
 - + Billingsley - Sachse Road to 7th Street (orange line) - \$50,000
 - + 6th Street – SH 78 to Alexander (yellow line) - \$50,000
 - + Alexander Street – Sachse Road to 6th Street (blue line) - \$45,000

2012-2013 CDBG PROJECTS SUBMITTAL

× QUESTIONS?



Legislation Details (With Text)

File #: 12-0854 **Version:** 1 **Name:** 2012 Atmos Rate Denial Resolution
Type: Agenda Item **Status:** Agenda Ready
File created: 5/4/2012 **In control:** City Council
On agenda: 5/7/2012 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, denying Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change and requiring the company to reimburse the city's reasonable ratemaking expenses.

Executive Summary

The City of Sachse, along with over 150 other cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC" or "Steering Committee"). On or about January 31, 2012, Atmos Mid-Tex filed with the City a Statement of Intent to increase rates within the City.

At the February 20, 2012 City Council meeting, the City Council passed a suspension resolution suspending the effective date of the Company's proposed March 6, 2012 effective date for the rate increase. Since that time, the ACSC has been negotiating with Atmos Mid-Tex to find a suitable rate. An agreement has not been reached. The purpose of this item is to consider a resolution denying Atmos Mid-Tex's proposed rate increase pending further settlement discussions and to prevent the Company's proposed rate increase from automatically taking effect on June 11, 2012.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Atmos Denial Request Transmittal](#)
[Atmos Suspension Coversheet 2-20-2012](#)
[Exhibit A Committee Recommendations](#)
[Atmos Denial Resolution](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, denying Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change and requiring the company to reimburse the city's reasonable ratemaking expenses.

Executive Summary

The City of Sachse, along with over 150 other cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC" or "Steering Committee"). On or about January 31, 2012, Atmos Mid-Tex filed with the City a Statement of Intent to increase rates within the City.

At the February 20, 2012 City Council meeting, the City Council passed a suspension resolution suspending the effective date of the Company's proposed March 6, 2012 effective date for the rate increase. Since that time, the ACSC has been negotiating with Atmos Mid-

Tex to find a suitable rate. An agreement has not been reached. The purpose of this item is to consider a resolution denying Atmos Mid-Tex's proposed rate increase pending further settlement discussions and to prevent the Company's proposed rate increase from automatically taking effect on June 11, 2012.

Background

In 2003, TXU Gas filed a statewide rate case which became known at the Railroad Commission of Texas ("RRC") as Gas Utilities Docket ("GUD") No. 9400. That same year the Texas Legislature passed legislation referred to as the Gas Reliability Infrastructure Program ("GRIP") which authorized annual piecemeal rate reviews that Texas courts have concluded significantly restrict city jurisdiction, participation, and input. Shortly after GUD No. 9400 was decided in 2004, Atmos Energy purchased TXU Gas and created what is known as Atmos Energy Corp., Mid-Tex Division. The City is within the Atmos Mid-Tex Division.

Atmos Mid-Tex filed four GRIP cases before filing a traditional rate case in September, 2007. As part of ACSC's Settlement Agreement with Atmos of the 2007 rate case, ACSC and Atmos created a substitute process for annual piecemeal GRIP cases. That substitute process was called a Rate Review Mechanism ("RRM") and was intended as an expedited but comprehensive rate review that included a number of fixed values and constraints. The RRM was intended as a three-year experiment. Last year, it was extended for a fourth year with some slight modifications to the original formulas. ACSC negotiated with Atmos in the final quarter of last year to further extend the RRM process, but no agreement was reached. Atmos has expressed a desire to reach a settlement of the January 31, 2012 filing that includes a revised RRM process.

Discussion and Purpose

Atmos Mid-Tex filed a Statement of Intent on January 31, 2012, seeking to increase system-wide base rates (which exclude the cost of gas) by approximately \$49 million or 11.94%. However, the Company is requesting an increase of 13.6%, excluding gas costs, for its residential customers. Additionally, the application would change the way that rates are collected, by increasing the residential fixed-monthly (or customer) charge from \$7.50 to \$18.00 and decreasing the consumption charge from \$0.25 per 100 cubic feet ("ccf") to \$0.07 per ccf.

ACSC engaged attorneys and consultants to review Atmos Mid-Tex's proposed rate increase. Additionally, the ACSC cities passed suspension resolutions earlier this year, extending the effective date of Atmos Mid-Tex's proposed rate increase to June 4, 2012, in order to permit the cities time to review Atmos Mid-Tex's Statement of Intent. During their review, ACSC's consultants found justification that Mid-Tex's rates should be decreased. On April 25, 2012, the Company extended the effective date of its proposed rate change, which similarly extended cities' jurisdictional deadline to June 11, 2012.

ACSC and the Company have engaged in some settlement discussions but have not yet reached agreement. ACSC is hoping to achieve settlement with the Company in order to perpetuate the RRM process. The ACSC Settlement Committee therefore recommends

denial of the Company's proposed rate increase rather than a rate decrease to facilitate further settlement discussions. The resolution prevents the Company's proposed rates from automatically going into effect on June 11. The Company has expressed a desire for settlement while an appeal from the cities' denial of the rate increase is pending at the RRC. Should a settlement be reached, the City may be required to pass an ordinance setting new rates pursuant to the settlement.

The purpose of the resolution is to deny Atmos Mid-Tex's proposed rate increase pending further settlement discussions and to prevent Atmos' proposed rate increase from automatically taking effect on June 11, 2012.

Explanation of "Be It Resolved Paragraphs"

Section 1. The paragraph denies the Company's proposed rate increase.

Section 2. This provision provides that the Company shall continue to charge its existing rates to its customers within the City.

Section 3. By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by ACSC will present their invoices to the City of Arlington which will then seek reimbursement from Atmos Mid-Tex. The City will not incur liability for payment of rate case expenses by adopting a denial resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 5. This section provides that both Atmos Mid-Tex's designated representative and counsel for ACSC will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Policy Considerations

Sachse is a member of the Atmos Cities Steering Committee, a group of cities committed to ensuring that Atmos's utility rates are fair and reasonable.

Budgetary Considerations

An increase in utility rates will increase the cost of the utility in the City.

Staff Recommendations

Approve a resolution of the City Council of the City of Sachse, Texas, denying Atmos Energy Corp., Mid-Tex Division's ("Atmos Mid-Tex") requested rate change; requiring the company to reimburse the city's reasonable ratemaking expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and acsc's legal counsel; and providing an effective date.



Mr. Gay's Direct Line: (512) 322-5875
Email: ggay@lglawfirm.com

MEMORANDUM

TO: Atmos Cities Steering Committee Members

FROM: Geoffrey M. Gay
Georgia Crump
Eileen McPhee

DATE: April 30, 2012

RE: Denial Resolution For Atmos Mid-Tex's Requested Rate Increase

Background on Atmos Mid-Tex Rate Case

On January 31, 2012, Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company") filed with Atmos Cities Steering Committee ("ACSC") city members that exercise original jurisdiction a request for a rate increase in excess of \$49 million. ACSC members passed resolutions suspending the effective date of the proposed increase to allow ACSC attorneys and consultants to study the request. A summary of the consultants' findings is attached as Exhibit A. The ACSC Settlement Committee has met with Company officials to negotiate a settlement. While ACSC has given the Company a settlement offer, Atmos Mid-Tex does not want to provide a written offer before the expiration of city jurisdiction on June 11, 2012.

Timing of City Action

ACSC members with original jurisdiction suspended the proposed effective date of March 6, 2012, extending city jurisdiction until June 4, 2012. On April 25, 2012, the Company extended its effective date by a week, which similarly extended the June 4, 2012 deadline to June 11, 2012. It does not appear that settlement could be achieved within a time frame that would allow the City to take action prior to June 11, 2012. Thus, ACSC members are encouraged to pass a denial resolution. Atmos Mid-Tex has promised to support the action which does not preclude a subsequent settlement. If settlement is achieved, ACSC will return to member cities with a request for approval of the settlement.

Recommendation and Explanation of Denial Resolution

The ACSC Settlement Committee recommends the ACSC cities pass resolutions denying Atmos Mid-Tex's proposed rate increase. The denial resolution will prevent the Company's proposed rate increase from automatically taking effect on June 11, 2012, and allow more time to engage in settlement discussions. Atmos will appeal your denial to the Railroad Commission which will trigger a 185-day time frame for action by the Commission. Settlement will hopefully occur before a hearing takes place. Please contact Geoffrey Gay if you have any questions or concerns.



Sachse, Texas

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

Text File

File Number: 12-0712

Introduced: 2/15/2012

Current Status: Agenda Ready

Version: 1

Matter Type: Agenda Item

Title

Discuss a suspension resolution suspending the effective date of Atmos Energy Corp., Mid-Tex Division proposed rate increase allowing additional time for the Atmos Cities Steering Committee to review Atmos's proposed rate increase.

Executive Summary

Sachse, along with approximately 153 other cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC" or "Steering Committee"). On or about January 31, 2012, Atmos Mid-Tex filed with the City a Statement of Intent to increase rates within the City.

The purpose of this agenda item is to discuss the suspension of Atmos Mid-Tex's proposed March 6, 2012 effective date for a rate increase allowing additional time for the ACSC to review the proposed rate increase and to negotiate the increase with Atmos Mid-Tex.

Background

In 2003, TXU Gas filed a statewide rate case which became known at the Railroad Commission of Texas ("RRC") as Gas Utilities Docket ("GUD") No. 9400. That same year the Texas Legislature passed legislation referred to as the Gas Reliability Infrastructure Program ("GRIP") which authorized annual piecemeal rate reviews that Texas courts have concluded significantly restrict city jurisdiction, participation, and input. Shortly after GUD No. 9400 was decided in 2004, Atmos Energy purchased TXU Gas and created what is known as Atmos Energy Corp., Mid-Tex Division. The City is within the Atmos Mid-Tex Division.

Atmos Mid-Tex filed four GRIP cases before filing a traditional rate case in September, 2007. As part of Cities' Settlement Agreement with Atmos of the 2007 rate case, ACSC and Atmos created a substitute process for annual piecemeal GRIP cases. That substitute process was called a Rate Review Mechanism ("RRM") and was intended as an expedited but comprehensive rate review that included a number of fixed values and constraints. The RRM was intended as a three-year experiment. Last year, it was extended for a fourth year with some slight modifications to the original formulas. ACSC negotiated with Atmos in the final quarter of last year to further extend the RRM process, but no agreement was reached. Atmos has expressed a desire to reach a settlement of the January 31, 2012 filing that includes a revised RRM process.

Enclosed are frequently asked questions (“FAQ”) on ACSC and the RRM ratemaking process.

Discussion and Purpose

Atmos Mid-Tex filed a Statement of Intent on January 31, 2012, seeking to increase system-wide base rates (which exclude the cost of gas) by approximately \$49 million or 11.94%. However, the Company is requesting an increase of 13.6%, excluding gas costs, for its residential customers. Additionally, the application would change the way that rates are collected, by increasing the residential fixed-monthly (or customer) charge from \$7.50 to \$18.00 and decreasing the consumption charge from \$0.25 per 100 cubic feet (“ccf”) to \$0.07 per ccf.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. Atmos has proposed an effective date of March 6, 2012. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Atmos’ rate request is deemed administratively approved.

The purpose of the resolution is to extend the effective date of Atmos Mid-Tex’s proposed rate increase to give the City time to review the rate-filing package. The resolution suspends the March 6, 2012 effective date of the Company’s rate increase for the maximum period permitted by law to allow the City, working in conjunction with the other ACSC cities, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates.

Explanation of “Be It Resolved Paragraphs”

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective so long as the City has a legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as the “maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend its effective date and, therefore, extend the deadline for final city action to increase the time that the City retains jurisdiction (for example, if necessary to reach settlement on the case). If the suspension period is not otherwise extended by the Company, the City must take final action on Atmos Mid-Tex’s request to raise rates by June 4, 2012.

Section 2. This provision recognizes the City’s membership in ACSC and authorizes the City to participate with other similarly situated cities served by Atmos Mid-Tex in order to more efficiently represent the interests of the City and its citizens.

Section 3. By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by ACSC will present their invoices to the City of Arlington which will then seek reimbursement from Atmos Mid-Tex. The City will not incur liability for payment of rate case

expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 5. This section provides that both Atmos Mid-Tex's designated representative and counsel for ACSC will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Policy Considerations

Sachse is a member of the Atmos Cities Steering Committee, a group of cities committed to ensuring that Atmos's utility rates are fair and reasonable.

Budgetary Considerations

An increase in utility rates will increase the cost of the utility in the City.

Staff Recommendations

None.

Exhibit A

ACSC Consultants' Recommended Adjustments to Atmos Mid-Tex's 2012 Statement of Intent to Increase Rates¹

Following a review of the Company's 2012 Statement of Intent, ACSC consultants found justification for an approximately \$77 million decrease to the Company's requested revenue, resulting in a \$23 million decrease to the current rates charged by Atmos Mid-Tex. ACSC consultants' recommendation for a rate decrease is based upon the following major components:²

- Lowering the Company's return on equity from 10.9% to 9.5%, resulting in a revenue requirement decrease of over \$30 million
- Removing the Company's improper post-test year adjustment to add plant from January to March 2012, resulting in a revenue requirement decrease of approximately \$5 million
- Removing the Company's proposal for an energy efficiency plan to be funded only by ratepayers, resulting in a revenue requirement decrease of over \$1 million
- Various adjustments to accumulated deferred income tax, resulting in a revenue requirement decrease of approximately \$10 million
- Recognizing new depreciation rates as filed by the Company (without adjustment by ACSC consultants), resulting in a revenue requirement decrease of approximately \$15 million
- Various adjustments to the Company's requested level of operating and maintenance (O&M) expense, resulting in a revenue requirement decrease of over \$8 million
- Reducing rate base to account for ratepayer supplied funds relating to other post-employment benefits (FASB 106), resulting in a revenue requirement decrease of over \$8 million
- Cap residential customer charge at \$9.00, instead of Atmos' requested \$18.00.

¹ All figures are adjustments resulting in a revenue requirement impact to Atmos' filed case system-wide. Factoring out Dallas, the ACSC cities would see slight decreases in the numbers listed above.

² Please note that the adjustments listed are on a stand-alone basis, and may have a different impact when combined with the other adjustments.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, DENYING ATMOS ENERGY CORP., MID-TEX DIVISION'S ("ATMOS MID-TEX") REQUESTED RATE CHANGE; REQUIRING THE COMPANY TO REIMBURSE THE CITY'S REASONABLE RATEMAKING EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND ACSC'S LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §104.001 et seq. of GURA, has exclusive original jurisdiction over Atmos Mid-Tex's rates, operations, and services within the City; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of over 150 similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting rates charged in the Atmos Mid-Tex Division; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC and the Company worked collectively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, ACSC and the Company agreed to extend the RRM process in reaching a settlement in 2010 on the third RRM filing; and

WHEREAS, in 2011, ACSC and the Company engaged in good faith negotiations regarding the continuation of the RRM process, but were unable to come to ultimate agreement; and

WHEREAS, on or about January 31, 2012, the Company filed a Statement of Intent with the cities retaining original jurisdiction within its Mid-Tex service division to increase rates by approximately \$49 million; and

WHEREAS, Atmos Mid-Tex proposed March 6, 2012, as the effective date for its requested increase in rates; and

WHEREAS, the City suspended the effective date of Atmos Mid-Tex's proposed rate increase for the maximum period allowed by law and thus extended the City's jurisdiction until June 4, 2012; and

WHEREAS, on April 25, 2012, the Company extended the effective date for its proposed rates by one week, which similarly extended the City's jurisdiction until June 11, 2012; and

WHEREAS, the ACSC Executive Committee hired and directed legal counsel and consultants to prepare a common response to the Company's requested rate increase and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, ACSC's consultants conducted a review of the Company's requested rate increase and found justification that the Company's rates should be decreased; and

WHEREAS, ACSC and the Company have engaged in settlement discussions but will be unable according to Company representations to reach settlement in sufficient time for cities to act before June 11, 2012; and

WHEREAS, failure by ACSC members to take action before June 11, 2012 would allow the Company the right to impose its full request on residents of said ACSC members; and

WHEREAS, the ACSC Settlement Committee recommends denial of the Company's proposed rate increase in order to continue settlement discussions pending the Company's appeal of cities' denials to the Railroad Commission of Texas; and

WHEREAS, the GURA § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility;

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

SECTION 1. That the rates proposed by Atmos Mid-Tex to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City and that said existing rates are reasonable.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by the Company.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates & Regulatory Affairs, at Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

SECTION 6. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this 7th day of May, 2012.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 12-0831 **Version:** 1 **Name:** Incentive Policy Resolution
Type: Agenda Item **Status:** Agenda Ready
File created: 4/25/2012 **In control:** City Council
On agenda: 5/7/2012 **Final action:**
Title: Consider a Resolution regarding an incentive policy for business recruitment.

Executive Summary

It is the objective of the Sachse Economic Development Corporation to develop an incentive policy for the purpose of business recruitment. The Board has determined that in order to promote and recruit a new business venture to Sachse, some type of incentive program should be adopted. The attached incentive policy did not change from the presentation to the City Council on April 16, 2012.

Sponsors:

Indexes:

Code sections:

- Attachments:** [IncentiveABATEMENT ANALYSIS](#)
[IncentiveMatrix3](#)
[IncentivePresentation](#)
[51Sachse Resolution approving Economic Development Policy55181](#)
[51SEDC Resolution aprooving economic development policy55174](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a Resolution regarding an incentive policy for business recruitment.

Executive Summary

It is the objective of the Sachse Economic Development Corporation to develop an incentive policy for the purpose of business recruitment. The Board has determined that in order to promote and recruit a new business venture to Sachse, some type of incentive program should be adopted. The attached incentive policy did not change from the presentation to the City Council on April 16, 2012.

Background

One of the objectives of the Sachse Economic Development Corporation is to develop an incentive policy. Mr Brian Poff has been the champion in discussion on creating a basic incentive matrix for adoption. The board has discussed the proposed policy at several meetings and has compiled the attached policy as a basic template for negotiations with prospective businesses. This does not provide an open abatement to any business and each abatement will be considered on a case by case basis with Economic Development Agreements that will each have final approval by the City Council.

Policy Considerations

In order for the City to be more competitive in business recruitment, it is necessary to have a basic incentive policy that demonstrates that the City is willing to negotiate in recruiting a business to Sachse. This policy demonstrates that the City is pro-business and pro-development. The attached Economic Development and City Council Resolution approves the incentive policy as a Economic Development tool and every abatement request which has merit to be considered for abatement will be processed, negotiated and approved on a case by case basis with the City Council having final approval.

Budgetary Considerations

The incentive policy provides abatements for ad valorem and sales tax along with incentives for infrastructure, waiver of permit fees, and other incentives by Farmer's Electric and Collin County. Every request for abatements will be considered on a case by case basis with consideration by the Sachse Economic Development Corporation and approval or denial by the City Council.

Staff Recommendations

Staff recommends approving the Resolution regarding an incentive policy for business recruitment.

CATEGORY 1

	REVENUE					REVENUE						
	TAX RATE	TAX \$	ABATEMENT %	ABATEMENT \$	TO CITY	SALES	RATE	TAX \$	ABATEMENT %	ABATEMENT \$	TO CITY	
YEAR 1	2,700,000	0.770819	20,812.11	100%	20,812.11	-						
YEAR 2	2,700,000	0.770819	20,812.11	80%	16,649.69	4,162.42	1,200,000	1.50%	18000.00	50%	9000	9000.00
YEAR 3	2,700,000	0.770819	20,812.11	60%	12,487.27	8,324.84	1,200,000	1.50%	18000.00	40%	7200	10800.00
YEAR 4	2,700,000	0.770819	20,812.11	40%	8,324.84	12,487.27	1,200,000	1.50%	18000.00	30%	5400	12600.00
YEAR 5	2,700,000	0.770819	20,812.11	20%	4,162.42	16,649.69	1,200,000	1.50%	18000.00	20%	3600	14400.00
YEAR 6	2,700,000	0.770819	20,812.11	0%	-	20,812.11	1,200,000	1.50%	18000.00	10%	1800	16200.00
YEAR 7	2,700,000	0.770819	20,812.11	0%	-	20,812.11	1,200,000	1.50%	18000.00	0%	0	18000.00
YEAR 8	2,700,000	0.770819	20,812.11	0%	-	20,812.11	1,200,000	1.50%	18000.00	0%	0	18000.00
YEAR 9	2,700,000	0.770819	20,812.11	0%	-	20,812.11	1,200,000	1.50%	18000.00	0%	0	18000.00
YEAR 10	2,700,000	0.770819	20,812.11	0%	-	20,812.11	1,200,000	1.50%	18000.00	0%	0	18000.00
					62,436.33	145,684.77					27000	153000

TOTAL TO BUSINESS 89,436.33
 TOTAL TO CITY/EDC 298,684.77

CATEGORY 2

	REVENUE					REVENUE						
	TAX RATE	TAX \$	ABATEMENT %	ABATEMENT \$	TO CITY	SALES	RATE	TAX \$	ABATEMENT %	ABATEMENT \$	TO CITY	
YEAR 1	3,000,000	0.770819	23,124.57	100%	23,124.57	-						
YEAR 2	3,000,000	0.770819	23,124.57	90%	20,812.11	2,312.46	1,800,000	1.50%	27000.00	50%	13500	13500.00
YEAR 3	3,000,000	0.770819	23,124.57	80%	18,499.66	4,624.91	1,800,000	1.50%	27000.00	40%	10800	16200.00
YEAR 4	3,000,000	0.770819	23,124.57	70%	16,187.20	6,937.37	1,800,000	1.50%	27000.00	30%	8100	18900.00
YEAR 5	3,000,000	0.770819	23,124.57	60%	13,874.74	9,249.83	1,800,000	1.50%	27000.00	20%	5400	21600.00
YEAR 6	3,000,000	0.770819	23,124.57	50%	11,562.29	11,562.28	1,800,000	1.50%	27000.00	10%	2700	24300.00
YEAR 7	3,000,000	0.770819	23,124.57	40%	9,249.83	13,874.74	1,800,000	1.50%	27000.00	0%	0	27000.00
YEAR 8	3,000,000	0.770819	23,124.57	0%	-	23,124.57	1,800,000	1.50%	27000.00	0%	0	27000.00
YEAR 9	3,000,000	0.770819	23,124.57	0%	-	23,124.57	1,800,000	1.50%	27000.00	0%	0	27000.00
YEAR 10	3,000,000	0.770819	23,124.57	0%	-	23,124.57	1,800,000	1.50%	27000.00	0%	0	27000.00
YEAR 11	3,000,000	0.770819	23,124.57	0%	-	23,124.57	1,800,000	1.50%	27000.00	0%	0	27000.00
YEAR 12	3,000,000	0.770819	23,124.57	0%	-	23,124.57	1,800,000	1.50%	27000.00	0%	0	27000.00
YEAR 13	3,000,000	0.770819	23,124.57	0%	-	23,124.57	1,800,000	1.50%	27000.00	0%	0	27000.00
YEAR 14	3,000,000	0.770819	23,124.57	0%	-	23,124.57	1,800,000	1.50%	27000.00	0%	0	27000.00
YEAR 15	3,000,000	0.770819	23,124.57	0%	-	23,124.57	1,800,000	1.50%	27000.00	0%	0	27000.00
					113,310.40	233,558.15					40500	364500

TOTAL TO BUSINESS 153,810.40
 TOTAL TO CITY/EDC 598,058.15

CATEGORY 3

	REVENUE					REVENUE						
	TAX RATE	TAX \$	ABATEMENT %	ABATEMENT \$	TO CITY	SALES	RATE	TAX \$	ABATEMENT %	ABATEMENT \$	TO CITY	
YEAR 1	3,500,000	0.770819	26,978.67	100%	26,978.67	-						
YEAR 2	3,500,000	0.770819	26,978.67	95%	25,629.74	1,348.93	2,400,000	1.50%	36000.00	50%	18000	18000.00
YEAR 3	3,500,000	0.770819	26,978.67	90%	24,280.80	2,697.87	2,400,000	1.50%	36000.00	40%	14400	21600.00
YEAR 4	3,500,000	0.770819	26,978.67	85%	22,931.87	4,046.80	2,400,000	1.50%	36000.00	30%	10800	25200.00
YEAR 5	3,500,000	0.770819	26,978.67	80%	21,582.94	5,395.73	2,400,000	1.50%	36000.00	20%	7200	28800.00
YEAR 6	3,500,000	0.770819	26,978.67	75%	20,234.00	6,744.67	2,400,000	1.50%	36000.00	10%	3600	32400.00
YEAR 7	3,500,000	0.770819	26,978.67	70%	18,885.07	8,093.60	2,400,000	1.50%	36000.00	0%	0	36000.00
YEAR 8	3,500,000	0.770819	26,978.67	0%	-	26,978.67	2,400,000	1.50%	36000.00	0%	0	36000.00
YEAR 9	3,500,000	0.770819	26,978.67	0%	-	26,978.67	2,400,000	1.50%	36000.00	0%	0	36000.00
YEAR 10	3,500,000	0.770819	26,978.67	0%	-	26,978.67	2,400,000	1.50%	36000.00	0%	0	36000.00
YEAR 11	3,500,000	0.770819	26,978.67	0%	-	26,978.67	2,400,000	1.50%	36000.00	0%	0	36000.00
YEAR 12	3,500,000	0.770819	26,978.67	0%	-	26,978.67	2,400,000	1.50%	36000.00	0%	0	36000.00
YEAR 13	3,500,000	0.770819	26,978.67	0%	-	26,978.67	2,400,000	1.50%	36000.00	0%	0	36000.00
YEAR 14	3,500,000	0.770819	26,978.67	0%	-	26,978.67	2,400,000	1.50%	36000.00	0%	0	36000.00
YEAR 15	3,500,000	0.770819	26,978.67	0%	-	26,978.67	2,400,000	1.50%	36000.00	0%	0	36000.00
					160,523.09	244,156.96					54000	486000

TOTAL TO BUSINESS 214,523.09
 TOTAL TO CITY/EDC 730,156.96

	Category One		Category Two		Category three	
Building Square Footage	4,000 to 6,000		6,000 to 8,000		8,000 and above	
Real Property Investment Minimum	\$2.7M		\$3.0 M		\$3.5 M	
Minimum Annual Sales	\$1.2M		\$1.8M		\$2.4 and Above	
Termination Obligation	Failure to construct within 12 months after CO operate Restaurant 10 yrs.		Failure to construct within 12 months after CO operate Restaurant 15 yrs.		Failure to construct within 12 months after CO operate Restaurant 15 yrs.	
Taxes (land and building)	Render All property		Render All property		Render All property	
City Tax Abatement	<i>Sales Tax</i>	<i>Ad Valorem</i>	<i>Sales Tax</i>	<i>Ad Valorem</i>	<i>Sales Tax</i>	<i>Ad Valorem</i>
Year 1	50%	100%	50%	100%	50%	100%
Year 2	40%	80%	40%	90%	40%	95%
Year 3	30%	60%	30%	80%	30%	90%
Year 4	20%	40%	20%	70%	20%	85%
Year 5	10%	20%	10%	60%	10%	80%
Year 6				50%		75%
Year7				40%		70%
SEDC Cash Incentive (6 Mo. aft CO)	\$25,000.00		\$35,000.00		\$45,000.00	
FEE Waiver						
Water	50%		60%		70%	
Sewer	50%		60%		70%	
Building Permit	50%		60%		70%	
Impact (See Note below)	50%		60%		70%	
Inspection	50%		60%		70%	
Other Incentives						
Collin County Incentive	50% 3 years		50% 3 years		50% 3 years	
Farmer's Electric	Set up fees.		Set up fees.		Set up fees.	

Expedited Approval Process

Note: Water, Wastewater and Roadway Impact Fee waivers may be subject to existing development agreements limiting a total or partial waiver.



Incentive Policy

Economic Development Action Planning

- EDC Objectives
 - Facilitate economic development efforts in the PGBT overlay district
 - Facilitate the redevelopment and enhancement of the Highway 78 corridor
 - Facilitate economic development efforts in Woodbridge West
 - **Develop and promote a business incentive policy**

<i>Retailer</i>	<i>Concept</i>	<i>Website</i>	<i>Preferred Square Footage</i>	<i>Franchise?</i>	<i>Operating TX?</i>	<i>Targeting for expansion?</i>
24 HOUR FITNESS	Health clubs/gyms	www.24hourfitness.com	6,000-120,000 sq. ft.	NO	0%	YES YES
3 DAY BLINDS	Home decor/lamps/drapes	www.3day.com	1,600-2,000 sq. ft.	NO	0%	YES YES
A&W DRIVE-IN	Fast food	www.yum.com	2,000-3,500 sq. ft.	YES	66%	YES YES
AARON'S RENTALS	Electronics, furniture/beds, rental centers	www.aaronrents.com	8,000-10,000 sq. ft.	YES	34%	YES YES
ABERCROMBIE & FITCH	Apparel - Children's, apparel - men's, apparel - women's	www.abercrombie.com	4,000-10,000 sq. ft.	NO	0%	YES YES
ABUELOS	Restaurants/bars	www.abuelos.com	7,500-8,100 sq. ft.	NO	0%	YES YES
ACADEMY	Sporting goods/athletic wear	www.academy.com	50,000 sq. ft.	NO	0%	YES YES
ACE HARDWARE	Hardware/home improvement	www.acehardware.com	10,000-20,000 sq. ft.	NO	0%	YES YES
AEROPOSTALE INC	Apparel - Men's, apparel - women's	www.aeropostale.com	3,500 sq. ft.	NO	0%	YES YES
ALDO	Shoes	www.aldoshoes.com	500-5,000 sq. ft.	YES	17%	YES NO
AL'S FORMAL WEAR	Bridal/formal wear	www.alsformalwear.com	900-1,200 sq. ft.	NO	0%	YES YES
AMC THEATERS	Movie theaters	www.amctheatres.com	50,000-90,000 sq. ft.	NO	0%	YES YES

A&W Drive - IN	2,000 - 3,000		Pad
ABUELOS	7,500 - 8,100	2	FREE STAND
APPLEBEE'S NEIGHBORHOOD GRILL	5,300	1	FREE STAND
Arby's	750 - 3,500		Pad typically
BAJA FRESH	1,800 - 3,000		?
BAKER Brothers American Deli	2,600 - 3,500		IN-Line
BJS BREWERY	7,000 -10,000	3	FREE STAND
BLACK EYED PEA USA INC	4,000 -5,000	1	FREE STAND In line
BLIMPIE SUBS & SALADS	300 - 1,500		IN-Line
Bonfish	5,500	1	
BOSTON MARKET CORP	3,500 -3,800		FREE STAND
BOSTON PIZZA RESTAURANT	7,200	2	
BURGER KING	750 - 4,000		Pad
CAFÉ EXPRESS LLC	3,000 - 5,000	1	IN-Line
CARL'S JR RESTAURANT	3,050 - 3,500		Pad
CARRABBA'S ITALIAN GRILL INC	6,000	1	FREE STAND
CARVEL	500 - 1,200		IN-Line
Cheddars	7,800	2	
Chicken Express	2,200		
Chick Fil-A	800 - 5,000	1	
Chili's	5,000 - 7,000	2	
Chipotle	1,200 - 2,800		
Chuckee Cheese	10,000 - 12,000	3	
Cici Pizza	4,200 - 4,500	1	

Categories

- 145 Restaurants
 - 33 are 4,000sf to 6,000sf – **Category 1**
 - 16 are 6,000sf to 8,000sf – **Category 2**
 - 15 are 8,000sf and above – **Category 3**

Restaurant Categories

- Category 1 – Café Express Rock Fish
 Cotton Patch Joe's Crab Shack
- Category 2 – Fuddruckers Sweet Tomatoes
 Cheddars Boston Pizza
- Category 3 – Fox and Hound Cracker Barrel
 Dave & Buster's BJ's Brewery

Category 1- 4,000 to 6,000sf
\$2.7m Minimum Investment
\$1.2m Minimum Sales

- Ad Valorem Abatement

Year 1 – 100%

Year 2 – 80%

Year 3 – 60%

Year 4 – 40%

Year 5 – 20%

- Sales Tax Abatement

Year 1 – 50%

Year 2 – 40%

Year 3 – 30%

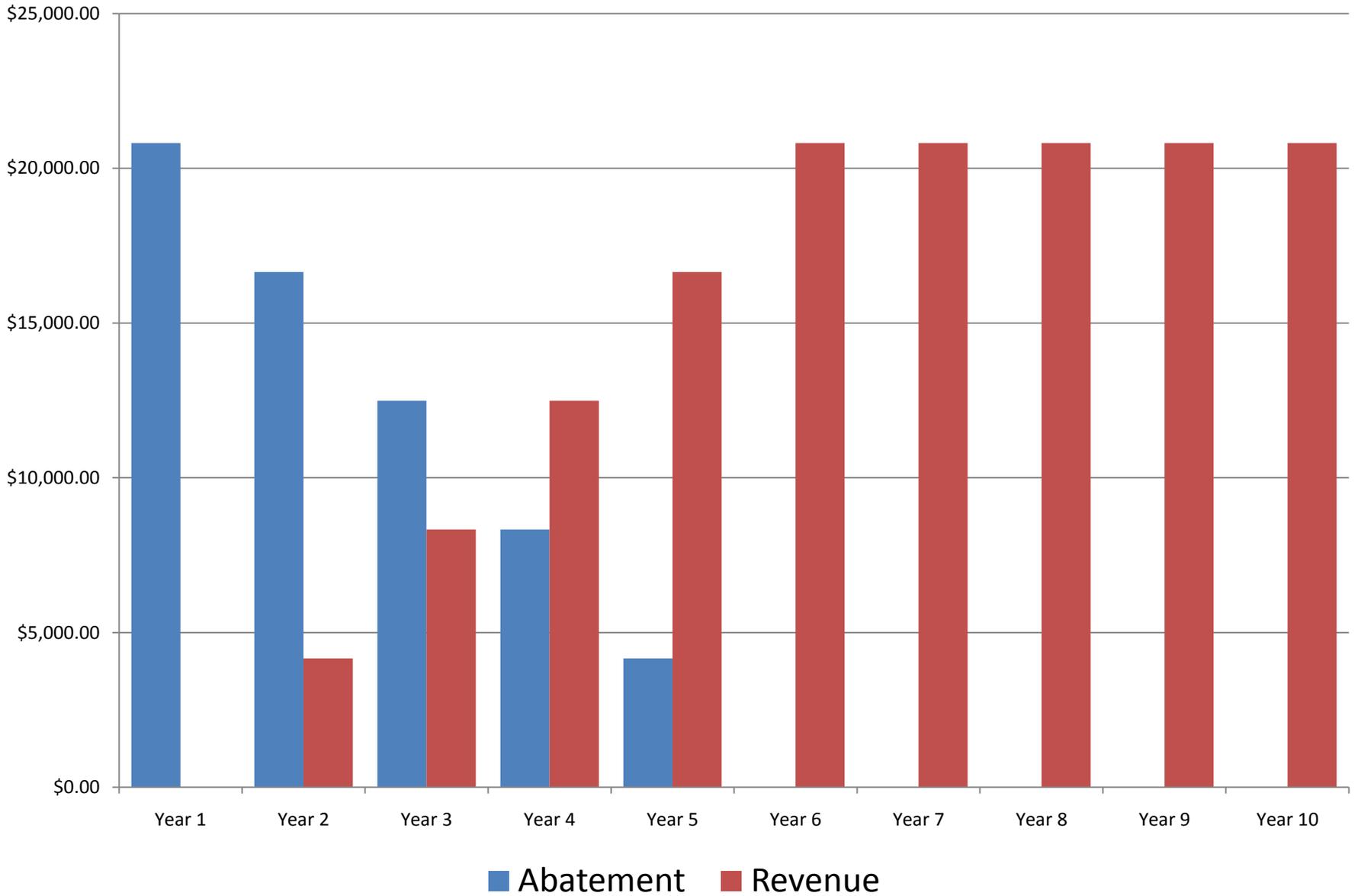
Year 4 – 20%

Year 5 – 10%

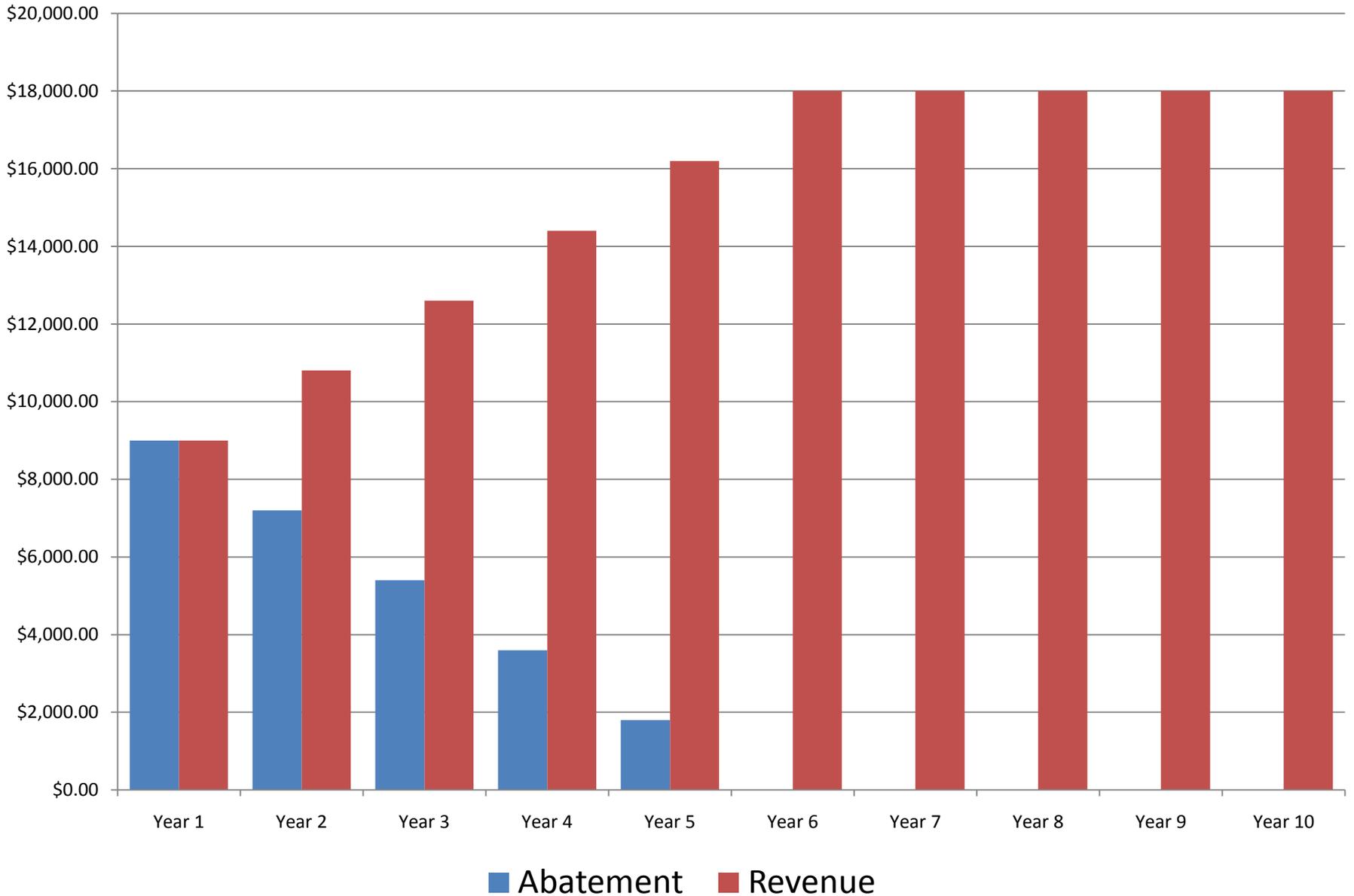
Category 1- 4,000 to 6,000sf
\$2.7m Minimum Investment
\$1.2m Minimum Sales

- SEDC Cash Incentive \$25,000
- Fee Waiver
 - Water = 50%
 - Sewer = 50%
 - Building Permit = 50%
 - Impact Fee = 50%
 - Inspection = 50%
- Other:
 - Expedited Approval Process
 - Collin County – 50% for 3 years.
 - Farmer’s Electric – Set-up fees.

Category 1 - Ad Valorem Abatement



Category 1 - Sales Tax Abatement



Category 2 – 6,000 to 8,000
\$3.0m Minimum Investment
\$1.8m Minimum Sales

- Ad Valorem Abatement

Year 1 – 100%

Year 2 – 90%

Year 3 – 80%

Year 4 – 70%

Year 5 – 60%

Year 6 – 50%

Year 7 – 40%

- Sales Tax Abatement

Year 1 – 50%

Year 2 – 40%

Year 3 – 30%

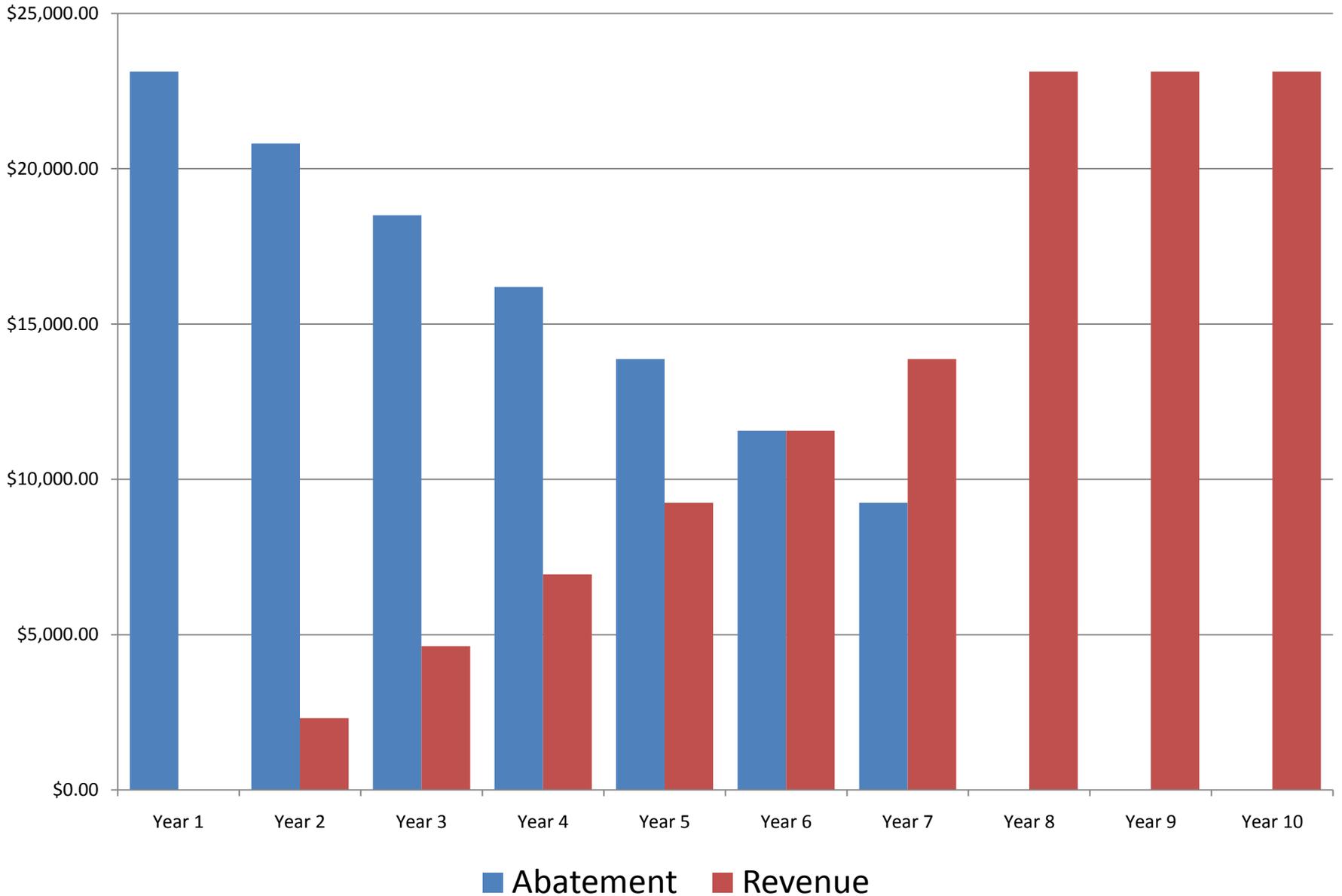
Year 4 – 20%

Year 5 – 10%

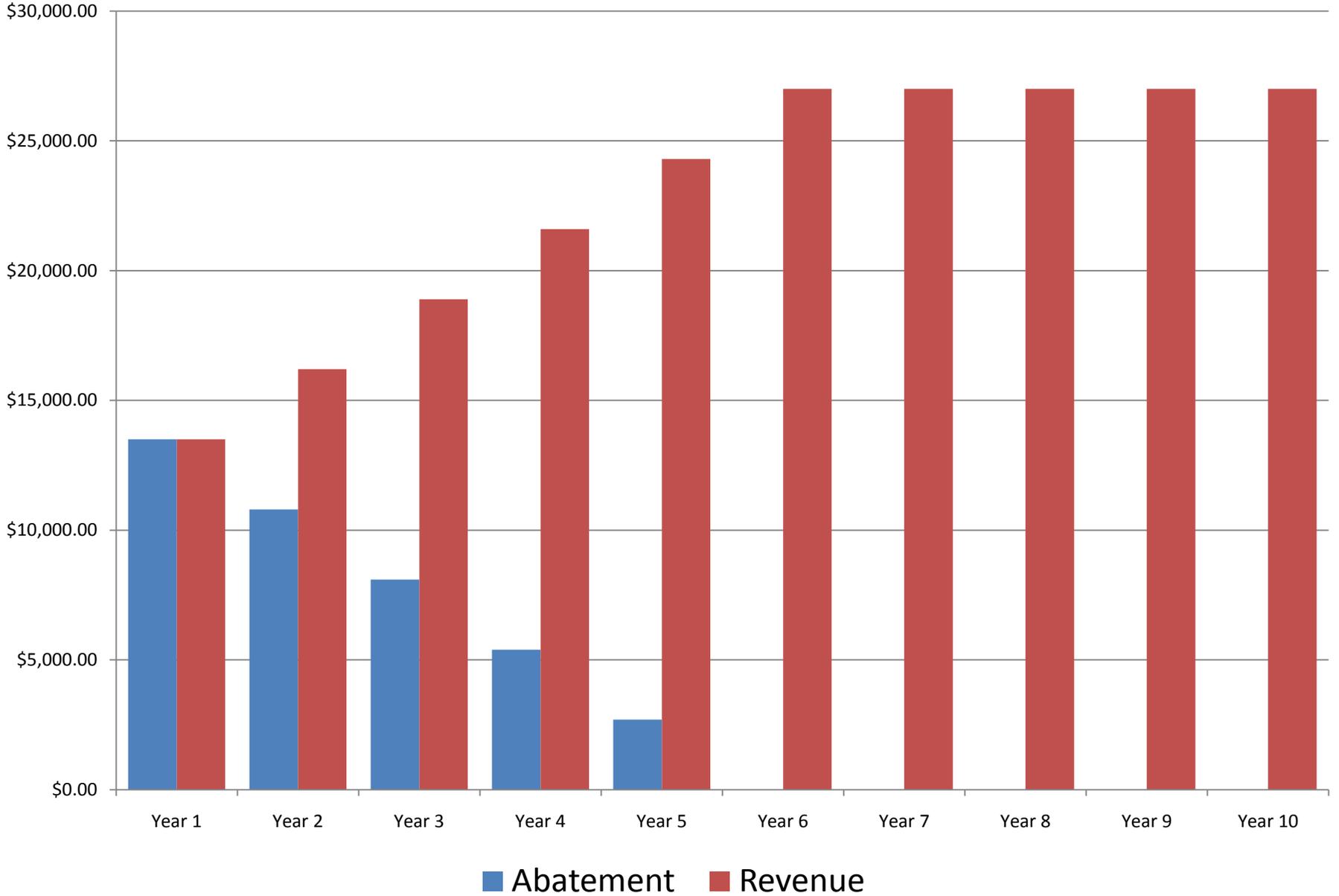
Category 2 – 6,000 to 8,000
\$3.0m Minimum Investment
\$1.8m Minimum Sales

- SEDC Cash Incentive = \$35,000
- Fee Waiver
 - Water = 60%
 - Sewer = 60%
 - Building Permit = 60%
 - Impact Fee = 60%
 - Inspection = 60%
- Other:
 - Expedited Approval Process
 - Collin County – 50% for 3 years.
 - Farmer’s Electric – Set-up fees.

Category 2 - Ad Valorem Abatement



Category 2 - Sales Tax Abatement



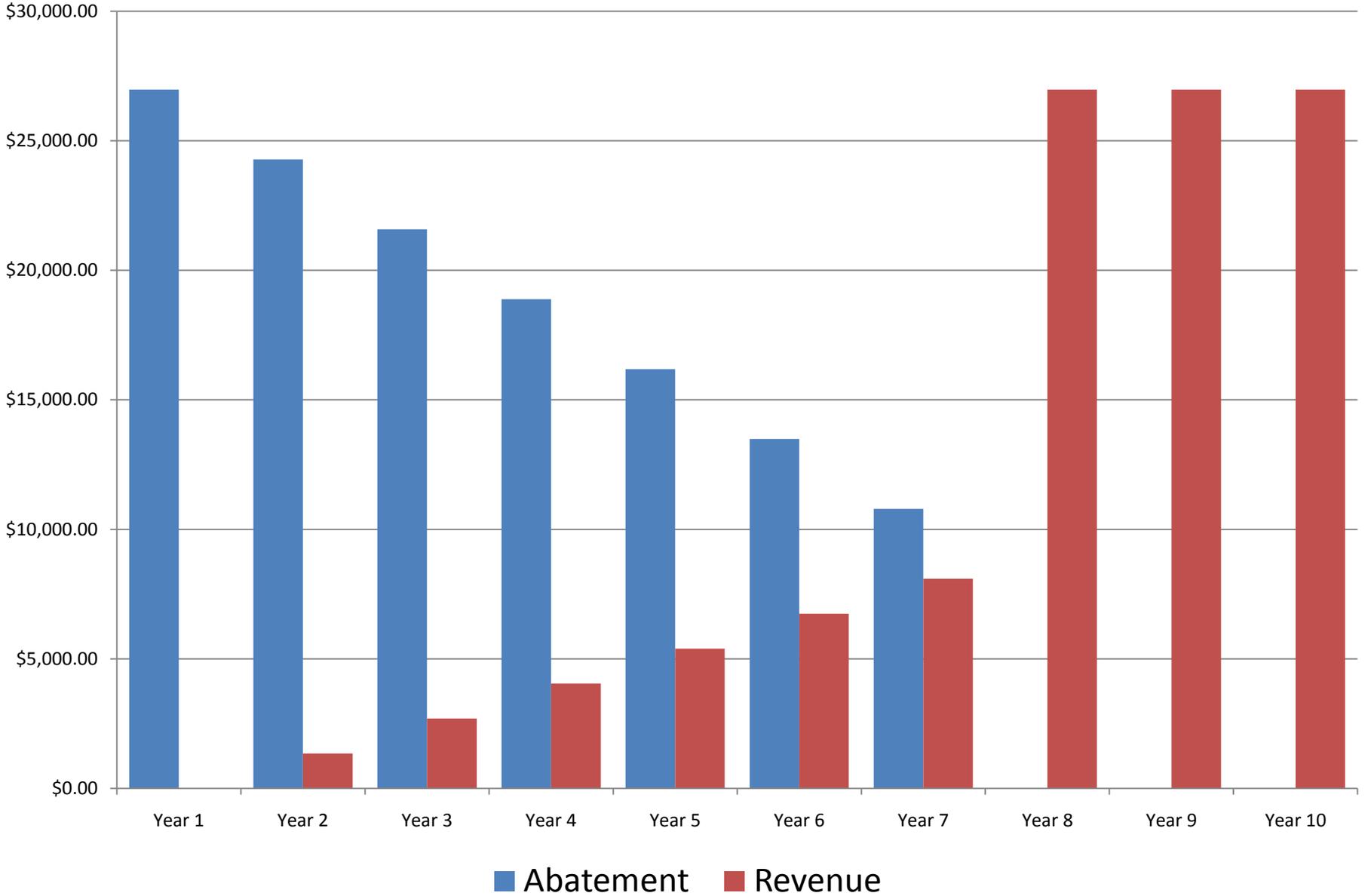
Category 3 – 8,000sf and above
\$3.5m Minimum Investment
\$2.4m Minimum Sales

- Ad Valorem Abatement
 - Year 1 – 100%
 - Year 2 – 90%
 - Year 3 – 80%
 - Year 4 – 70%
 - Year 5 – 60%
 - Year 6 – 50%
 - Year 7 – 40%
- Sales Tax Abatement
 - Year 1 – 70%
 - Year 2 – 60%
 - Year 3 – 50%
 - Year 4 – 40%
 - Year 5 – 30%
 - Year 6 – 20%
 - Year 7 – 10%

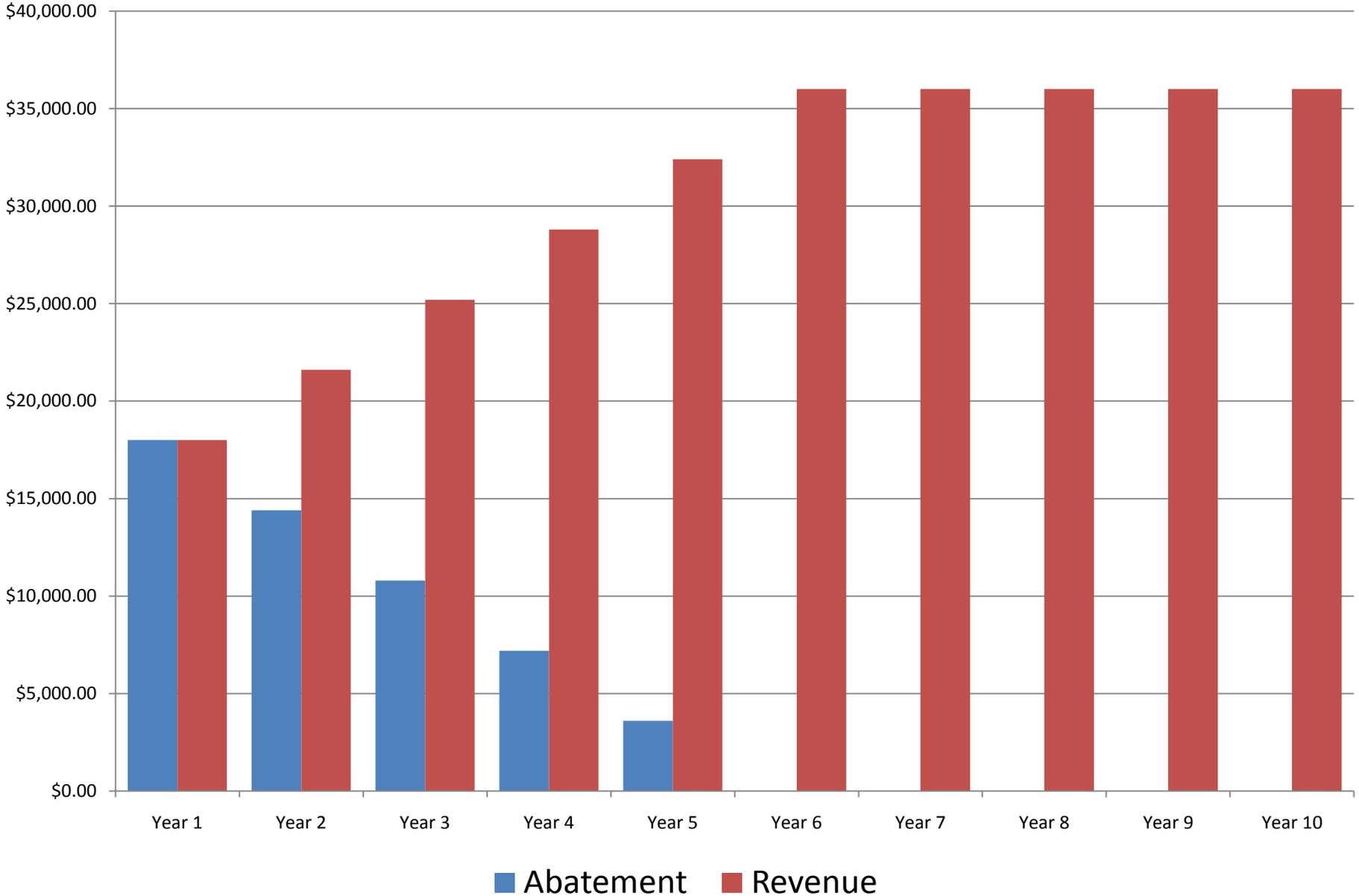
Category 3 – 8,000sf and above
\$3.5m Minimum Investment
\$2.4m Minimum Sales

- SEDC Cash Incentive \$75,000
- Fee Waiver
 - Water = 70%
 - Sewer = 70%
 - Building Permit = 70%
 - Impact Fee = 70%
 - Inspection = 70%
- Other
 - Expedited Approval Process
 - Collin County – 50% for 3 years.
 - Farmer’s Electric – Set-up fees.

Category 3 - Ad Valorem Abatement



Category 3 - Sales Tax Abatement



Building Square Footage Real Property Investment Minimum Minimum Annual Sales	<u>Category One</u> 4,000 to 6,000		<u>Category Two</u> 6,000 to 8,000		<u>Category three</u> 8,000 and above	
	\$2.7M \$1.2M		\$3.0 M \$1.8M		\$3.5 M \$2.4 and Above	
City Tax Abatement	<i>Sales Tax</i>	<i>Ad Valorem</i>	<i>Sales Tax</i>	<i>Ad Valorem</i>	<i>Sales Tax</i>	<i>Ad Valorem</i>
Year 1	50%	100%	50%	100%	70%	100%
Year 2	40%	80%	40%	90%	60%	90%
Year 3	30%	60%	30%	80%	50%	80%
Year 4	20%	40%	20%	70%	40%	70%
Year 5	10%	20%	10%	60%	30%	60%
Year 6				50%	20%	50%
Year7				40%	10%	40%
SEDC Cash Incentive (6 Mo. aft CO)	\$25,000.00		\$35,000.00		\$75,000.00	
FEE Waivers:						
Water	50%		60%		70%	
Sewer	50%		60%		70%	
Building Permit	50%		60%		70%	
Impact (See Note below)	50%		60%		70%	
Inspection	50%		60%		70%	
Other Incentives:						
Collin County Incentive	50% 3 years		50% 3 years		50% 3 years	
Farmer's Electric	Set up fees.		Set up fees.		Set up fees.	
Expedited Approval Process						

Note: Water, Wastewater and Roadway Impact Fee waivers may be subject to existing development agreements limiting a total or partial waiver.

Addison gives \$21M incentive package to Village retail project

BY MATT JOYCE | STAFF WRITER

The Addison City Council this week approved a \$21.4 million incentive package for the redevelopment of the Village on the Parkway, the town's largest retail center.

First opened in 1981, the 31-acre center at the corner of Belt Line Road and North Dallas Tollway has struggled in recent years as occupancy has fallen to about 40 percent.

The Retail Connection, Lincoln Property Company Commercial Inc. and Long Wharf Real Estate Partners bought the property out of foreclosure last spring for an undisclosed price.

"We've struggled for some time now getting it developed to the quality that we would like," said Ron Whitehead, Addison city manager. "It's sort of the corner of Main and Main for North Dallas. ... The reason we participated is we want them to be successful, and we know that their success will bring success to the town."

The developers tout two anchor tenants: Whole Foods and a movie theater. Both are scheduled to open in 2013.

Robert Dozier, executive vice president in Lincoln Property's retail division, said Whole Foods has signed a lease and will build a 40,000-square-foot store on the property's north side to replace its Coit Road store in Richardson.

Lease negotiations are under way with AMC Theatres, which would anchor the south side of the center, he said. AMC plans to build a 12-screen, latest-generation theater that would be the first of its kind in the area.

The anchor tenants will serve as a catalyst for attracting more "tier one" retailers, Dozier said.

"The project will be a fortress asset that the town will be the benefactor of for

many years to come," he said.

Developers are hoping to capitalize on road construction headaches on I-635 and turbulence at the Valley View Center, which is under redevelopment after losing its anchor tenants.

"The tenants in the Galleria are hurting, and with 635 going under, we're making a strong push to pull higher-quality tenants out of the Galleria to come here," Dozier told Addison council members on Tuesday night. "Our anchors that we're putting in here are going to help drive getting the retailers that you're wanting."

The developers declined to comment on the overall project cost. A city official said it was projected to be about \$89 million.

The city incentive primarily consists of a sales tax sharing agreement that will generate an estimated \$19.3 million for the project owners over a 20-year term. The deal calls for them to get 75 percent of all sales tax generated above \$300,000, which is the amount of sales tax revenue the mall currently generates for the city.

The incentive also includes the conveyance of Sakowitz Drive from the city to the center, worth \$358,000; a city-funded traffic study valued at \$30,000; \$1.5 million in Montfort Street traffic signals and improvements funded by the city; and \$168,000 in credit for tree mitigation work.

Steve Lieberman, CEO of The Retail Connection, said the incentive package was critical to the redevelopment plan.

"The incentive package is pivotal in that it bridges the gap necessary to justify the investment," Lieberman said. The other parties involved in the project include Good Fulton and Farrell, a Dallas-based architecture firm, and Bank of America, which is the lender for the project.

Terrell grants incentives for 225-acre center

The City of Terrell approved a \$30 million economic development grant last night for The MGHerring Group to develop a 225-acre open-air shopping center.

Located in Kaufman County at the intersection of I-20 and U.S. Highway 80, the development called Eighty Twenty will break ground in early 2012.

"Eighty Twenty is positioned to become the commercial hub for this portion of the East Texas trade area, serving approximately 275,000 people," Gar Herring, president of The MGHerring Group, said in a statement. "We are currently in active negotiations with national retailers and restaurants for several hundred thousand square feet of space for the first phase of the project."

The first phase will have 600,000 square feet of retail, restaurants, and a children's play area.

MGHerring said the first phase will generate 1,000 jobs and an estimated \$130 million in annual sales tax revenue.

The City of Terrell and the Terrell Economic Development Corp. will repay MGHerring \$30 million over a period of 25 years, based on sales and property taxes from the shopping center.

Additional phases of Eighty Twenty will be mixed-use with retail.

— Steven R. Thompson

Arlington gives relo incentive

BY CANDACE CARLISLE | STAFF WRITER

The City of Arlington gave Houston-based Stewart & Stevenson Material Handling LLC a five-year Chapter 380 grant after the company relocated its North Texas facility to Arlington from Grand Prairie.

The 100-year-old company recently moved its operations to 78,088 square feet at Pioneer 360 Business Center at 2900 E. Pioneer Pkwy. in Arlington. The five-year agreement will give about \$55,868 in grant money to Stewart & Stevenson, which handles materials, parts and service operations for the oil and gas industry.

"The incentives had a significant bearing on the move," said Randall Kent, branch manager for the North Texas area regional office. "Grand Prairie wasn't willing to participate in anything of the sort. This won't make or break the balance sheet, but, in this day and time, every dollar counts."

The move also was driven by the business center's proximity to State Highway 360 and high-visibility building signage, he said.

Arlington's grant more than offsets the company's moving costs and will aid in its operational costs, Kent said.

The deal is part of a trend of North Texas cities offering incentives to companies, said Terry Clower, director for the University of North Texas' Center for Economic Development and Research.

"This will continue, but more cities will be a little more cautious because finances are tightening and will likely stay tight," Clower said.

Instead, cities should stay focused on a company's fiscal impact and analyze whether there's a good return-on-investment to offer incentives, he said.

"By and large, there are a number of companies that move to one place or another without incentives," Clower said. "They should be a small part to the overall goal of the company."

The in-market relocation will bring 65 full-time equivalent jobs to Arlington, as well as about \$6 million in annual taxable sales and \$3.875 million in taxable inventory, said Andrea Roy, an economic development specialist with the City of Arlington who represented the city in the economic development agreement.

"The total value of the relocation will

contribute approximately \$500,000 to the Arlington economy over the life of the agreement," Roy said.

The grant is equal to 45 percent of the value of the company's business personal property. Last year, Stewart & Stevenson's business personal property in Grand Prairie was appraised at \$3.2 million, according to the Tarrant Appraisal District.

Linda Burns of Burns Development Group represented Stewart & Stevenson in its incentive agreement. Burns declined comment.

Transwestern's Bill de la Chapelle and Brad Struck represented the company in its yearlong real estate search. Cannon Green and Bates Arnot of Stream Realty Partners LP represented the landlord, Clarion Partners.

Stewart & Stevenson plans to expand in Arlington by 10 full-time equivalent employees by Dec. 31, 2014. In its first expansion, Stewart & Stevenson plans to add a product line in February at its new Arlington location.

Stewart & Stevenson has 53 locations, including offices in Canada, Colombia, China, Russia and Venezuela.



CLOWER

ccarlisle@bizjournals.com | 214-706-7121

Garland approves tax breaks for Kraft project

BY MATT JOYCE | STAFF WRITER

The Garland City Council has approved tax breaks for Kraft Global Foods Inc. to support the company's \$11.6 million addition of a new production line at its Garland plant.

Kraft (NYSE: KFT) plans to begin producing Velveeta Cheesy Skillets at the plant in the fourth quarter of this year. The project is expected to add 20 to 28 jobs to the plant, which employs about 230, said Joyce Hodel, Kraft Foods spokesperson.

The council voted Tuesday night to give Northfield, Ill.-based Kraft a five-year, 100 percent abatement on business personal property taxes. The council also modi-

fied an existing economic development agreement with Kraft to give the company a 10 percent annual rebate on its city utility payments each year through August 2014.

Kraft opened its Garland plant in 1949. The 600,000-square-foot facility on Forest Lane makes barbecue sauce, pourable salad dressings and Capri Sun fruit drinks.

Martin Glenn, deputy city manager, said the value of the five-year business personal property tax abatement is about \$328,000.

"Kraft Foods has always been an important part of Garland, for decades, and we really recognize the importance of having such a good corporate citizen," Glenn said.

"We had an opportunity to assist them because they're in competition internally among Kraft Foods for this expansion project of additional lines with a number of other locations outside the state."

Hodel said the Velveeta Cheesy Skillets product has been a success since its launch last year.

The new jobs will be hourly production line manufacturing jobs. Hodel declined to comment on the pay scale.

"The plant had open space where the equipment could be easily installed and also has some of the needed infrastructure like employee parking, and a warehouse and truck docks, and we think there's a good base of people for hiring in the area," she said.

The Garland plant competes with other Kraft manufacturing facilities, which number close to 60 in the United States and Canada, Hodel said.

"There were other facilities being considered for this investment, and without the tax abatement, the Garland plant is a higher-cost producer compared to those others," she said. "As a result, we're working with the city to help our plant be more competitive."

Hodel said a small part of the project will include reconfiguring an existing packaging line to run Kraft's new Garland Jack's barbecue sauce, which is scheduled to hit stores later this year.

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Dallas grants Borden Dairy \$100K in economic incentives

BY STEVEN R. THOMPSON | STAFF WRITER

The City of Dallas has approved a \$100,000 incentive to keep Borden Dairy Co. inside city limits, possibly resulting in up to 200 jobs.

The Dallas-based dairy company, which is headquartered on North Central Expressway and has a dairy facility on Lamar Street, was looking at newer offices with lower utility costs in suburban areas, said Karl Zavitkovsky, director of the Dallas Office of Economic Development.

The incentive is for the company to locate shared services

jobs in a building near Borden's North Central location.

"It offsets the fact that there were some higher utility costs in this building here in Dallas because it is an older building," Zavitkovsky said.

The city required that Borden bring 100 jobs to the facility, but Borden expects that to be closer to 200, Zavitkovsky said.

Incentives are a lot of give and take, said David Lei, associate professor of strategy and entrepreneurship at Southern Methodist University's Cox School of Business.

"From the corporate perspec-

tive, they need to get the best deal for their shareholder," Lei said. "From a municipality perspective, you want to maintain a good employer base and good tenants."

Borden, which is owned by Mexico-based Grupo Lala, declined to comment on the economic development grant.

"They are good-paying jobs and bring a significant payroll to the area," said Chris O'Brien, senior coordinator for the Dallas Office of Economic Development. "The hope is that with the expansion, we'll be able to retain the existing headquarters

'They are good-paying jobs and bring a significant payroll to the area.'

Chris O'Brien

Dallas Office of Economic Development

long term."

The jobs have an average salary of a little more than \$50,000 and include positions such as HR, accounts payable and receivables, Zavitkovsky and O'Brien said.

Keeping the company's operations in Dallas could result in a

net fiscal impact of \$439,699 in 10 years, O'Brien said. "As far as we're concerned, it's a good company that's been around here for a long time, so we want to see as many of their operations as we can," Zavitkovsky said.

sthompson@bizjournals.com | 214-706-7113



Kenneth Thomas
Jared Patterson
Brian Poff

Darrell Lensch
Suzanne Politz
Mark Caldwell

Eric Dumois

**Discussion, Comments and
Questions?**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT POLICY, ATTACHED AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is committed to the promotion of quality development and expansion of its existing business base, and desires to provide economic development incentives and to establish various programs to ensure the City remains competitive in the marketplace, encourages the increase and retention of quality jobs, encourages revenue streams from commercial, industrial, and manufacturing businesses that maintain or increase the taxable values of their business personal property, including inventories, and acquire and install new machinery and equipment in the City; and

WHEREAS, the City of Sachse and the Board of Directors of the Sachse Economic Development Corporation will, on a case-by-case basis, give consideration to providing economic development incentives to individuals and businesses meeting the guidelines and criteria set forth in the Policy; and

WHEREAS, the Board of Directors of the Sachse Economic Development Corporation has recommended the City Council adopt the Economic Development Policy attached as Exhibit "A";

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

Section 1. That the City Council hereby approves and adopts the Economic Development Policy set forth in Exhibit "A" incorporated herein for all purposes.

Section 2. That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the ____ day of April, 2012.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:04-27-12:TM 55181)

Terry Smith, City Secretary

Exhibit "A"

A. Purpose

The City of Sachse is committed to the promotion of quality development and expansion of its existing business base. The City Council and the Board of Directors of the Sachse Economic Development Corporation desire to provide economic development incentives and to establish various programs to ensure the City remains competitive in the marketplace, encourages the increase and retention of quality jobs, encourages revenue streams from commercial, industrial, and manufacturing businesses that maintain or increase the taxable values of their business personal property, including inventories and acquire and install new machinery and equipment in the City. The City of Sachse and the Board of Directors of the Sachse Economic Development Corporation will, on a case by case basis, give consideration to providing economic incentives to individuals and businesses meeting the guidelines and criteria set forth herein. Nothing herein shall imply that the City or the SEDC are under any obligation to provide any economic development. Nothing herein shall prohibit the City Council or the Board of Directors of the Sachse Economic Development Corporation from waiving the criteria to further the objectives of this policy. The City and the SEDC may notwithstanding this policy provide economic development incentives and/or establish economic development programs on a case by case basis that promote economic development, create employment opportunities, increase sales tax and property tax revenue.

B. Tax Abatement or Grants in lieu of Tax Abatement.

The City may consider an economic development incentive pursuant to Chapter 380 to provide grants equal to a percentage of the property taxes generated by a specific project in addition to, or in lieu of, tax abatement pursuant to Chapter 312 of the Tax Code, in accordance with the criteria set forth herein.

C. Sales Tax Grants

The City will consider providing incentives pursuant to Chapter 380 of the Texas Local Government Code equivalent to a certain portion of sales tax receipts from the City one percent (1%) local sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code for sale of taxable items and services by the business in accordance with the criteria set forth herein.

D. Development Permit and Fee Waivers and Rebates

The City may consider providing economic development incentives pursuant to Chapter 380 Texas Local Government Code to provide a waiver or rebate of impact fees, water and sewer fees, building permit and inspection fees or reduction in the cost of such services for a qualified business. On a case-by-case basis, City and SEDC staff will evaluate the cost/benefits under which the City would offer a fee waiver or rebate.

Exhibit "A"

E. SEDC Cash Incentives

The SEDC may consider providing economic development incentives pursuant to the Development Corporation Act Chapters 501-505 of the Texas Local Government Code to provide cash incentives in accordance with the criteria set forth herein for qualified projects under the Development Corporation Act.

F. Procedural Guidelines

1. A business must submit a written application/request for incentives to the SEDC.
2. The City and/or the SEDC, upon a determination that the written request satisfies the conditions and requirements of this policy the City and/or the SEDC may in its discretion, enter into an incentive agreement with the business or individual pursuant to Chapter 380 of the Texas Local Government Code and/or a tax abatement agreement pursuant to Chapter 312 of the Texas Tax Code or an agreement pursuant to the Development Corporation Act, as applicable. The applicant shall be required to enter into an agreement for the incentive or tax abatement, as the case may be, in a form prepared by and approved by the City Attorney. Such agreement shall contain such terms as may be required by the City, including but not limited to claw back or recapture of the incentive and or abated taxes, with interest in the event of an uncured breach or default by the business or individual under such agreement.

Exhibit “A”

	<u>Category One</u>		<u>Category Two</u>		<u>Category three</u>	
	4,000 to 6,000		6,000 to 8,000		8,000 and above	
Building Square Footage						
Real Property Investment Minimum	\$2.7M		\$3.0 M		\$3.5 M	
Minimum Annual Sales	\$1.2M		\$1.8M		\$2.4 and Above	
City Tax Abatement	<i>Sales Tax</i>	<i>Ad Valorem</i>	<i>Sales Tax</i>	<i>Ad Valorem</i>	<i>Sales Tax</i>	<i>Ad Valorem</i>
Year 1	50%	100%	50%	100%	70%	100%
Year 2	40%	80%	40%	90%	60%	90%
Year 3	30%	60%	30%	80%	50%	80%
Year 4	20%	40%	20%	70%	40%	70%
Year 5	10%	20%	10%	60%	30%	60%
Year 6				50%	20%	50%
Year7				40%	10%	40%
SEDC Cash Incentive (6 Mo. aft CO)	\$25,000.00		\$35,000.00		\$75,000.00	
FEE Waiver						
Water	50%		60%		70%	
Sewer	50%		60%		70%	
Building Permit	50%		60%		70%	
Impact (See Note below)	50%		60%		70%	
Inspection	50%		60%		70%	
Other Incentives						
Collin County Incentive	50% 3 years		50% 3 years		50% 3 years	
Farmer's Electric	Set up fees.		Set up fees.		Set up fees.	
Expedited Approval Process						

Note: Water, Wastewater and Roadway Impact Fee waivers may be subject to existing development agreements limiting a total or partial waiver.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACHSE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”) RECOMMENDING TO THE SACHSE CITY COUNCIL TO ADOPT THE ECONOMIC DEVELOPMENT POLICY, ATTACHED AS EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is committed to the promotion of quality development and expansion of its existing business base, and desires to provide economic development incentives and to establish various programs to ensure the City remains competitive in the marketplace, encourages the increase and retention of quality jobs, encourages revenue streams from commercial, industrial, and manufacturing businesses that maintain or increase the taxable values of their business personal property, including inventories, and acquire and install new machinery and equipment in the City; and

WHEREAS, the City of Sachse and the Board of Directors of the Sachse Economic Development Corporation will, on a case-by-case basis, give consideration to providing economic development incentives to individuals and businesses meeting the guidelines and criteria set forth in the Policy; and

WHEREAS, the Board of Directors of the SEDC recommends to the City Council the adoption of the Economic Development Policy attached hereto as Exhibit “A”;

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

Section 1. That the Board of Directors of the Sachse Economic Development Corporation recommends that the City Council adopt a resolution adopting the Economic Development Policy, as set forth in Exhibit “A” attached hereto.

Section 2. That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Sachse Economic Development Corporation this the ____ day of April, 2012.

SACHSE ECONOMIC DEVELOPMENT
CORPORATION

APPROVED:

Mark Timm, President

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:04-26-12:TM 55174)

Exhibit “A”

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Year 1	50%	100%	50%	100%	70%	100%
Year 2	40%	80%	40%	90%	60%	90%
Year 3	30%	60%	30%	80%	50%	80%
Year 4	20%	40%	20%	70%	40%	70%
Year 5	10%	20%	10%	60%	30%	60%
Year 6				50%	20%	50%
Year7				40%	10%	40%
SEDC Cash Incentive (6 Mo. aft CO)	\$25,000.00		\$35,000.00		\$75,000.00	
FEE Waiver						
Water	50%		60%		70%	
Sewer	50%		60%		70%	
Building Permit	50%		60%		70%	
Impact (See Note below)	50%		60%		70%	
Inspection	50%		60%		70%	
Other Incentives						
Collin County Incentive	50% 3 years		50% 3 years		50% 3 years	
Farmer's Electric	Set up fees.		Set up fees.		Set up fees.	
Expedited Approval Process						

Note: Water, Wastewater and Roadway Impact Fee waivers may be subject to existing development agreements limiting a total or partial waiver.



Legislation Details (With Text)

File #:	12-0828	Version:	1	Name:	Consider nomination to the North Central Texas Council of Governments Executive Board.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/24/2012	In control:		In control:	City Council
On agenda:	5/7/2012	Final action:		Final action:	
Title:	Consider nomination to the North Central Texas Council of Governments Executive Board.				
Sponsors:	Executive Summary The North Central Texas Council of Governments is accepting nominations for the Executive Board.				
Indexes:					
Code sections:					
Attachments:	NCTCOG.pdf				

Date	Ver.	Action By	Action	Result
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Title
Consider nomination to the North Central Texas Council of Governments Executive Board.

Executive Summary
The North Central Texas Council of Governments is accepting nominations for the Executive Board.

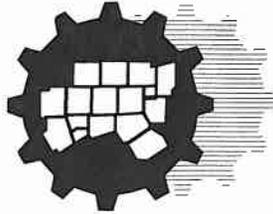
Background
The nominee for the Executive Board must be a local elected official. Terms are for 1 year, however, Executive Board members/officers traditionally serve for 2 years. This board establishes the policy for the organization, has budgetary responsibilities and facilitates regional planning. There is a specific nomination category for Cities under 25,000 population. The Executive Board meets the 4th Thursday of the month during January-October and the 3rd Thursday of the month in November & December. Nominations are due on May 11, 2012. The nominating committee (Past presidents) reviews, determine the final nominees then the General Assembly (Membership) vote on final nominees.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Council consider a nomination to the North Central Texas Council of Governments Executive

Board as appropriate.



North Central Texas Council of Governments

TO: NCTCOG Member Governments

DATE: April 11, 2012

FROM: Linda Koop
NCTCOG President
Councilmember, City of Dallas

SUBJECT: Election of Officers and Directors for 2012-2013 Executive Board

The Council of Governments will be electing Officers and Directors for 2012-2013 at its General Assembly meeting on Friday, June 15, 2012, at the Hilton Hotel in Arlington. Local officials from member governments are invited to submit recommendations for the Board positions on the enclosed form. To assist in this process, a Nominating Committee consisting of several Past Presidents has been appointed. I will serve as Chair of the Committee.

Because of the small number of new Board members elected last year, there will be as many as four open seats on the Executive Board in 2012. However, if one of the members who currently hold one of these four seats is nominated and elected to serve as Secretary/Treasurer of the Board, that person will retain the seat currently held. In this case, there will be only three open seats. With this understanding, nominations are in order for the following seats:

- **A city with a population of more than 100,000**
- **Two cities with a population of more than 25,000 but less than 100,00**
- **A city with a population less than 25,000**

For your information, I have included a nomination form, the 2012 and known 2013 Board members and the structure of the Executive Board, along with contact information for the Nominating Committee.

THE DEADLINE FOR NOMINATIONS IS FRIDAY, MAY 11, 2012.

You may nominate online at www.nctcog.org by clicking on General Assembly link, or you can return your nominations by mail, email, or fax.

If you have any questions, please contact me or one of the other members of the Nominating Committee.

ME:sc
Enclosures

North Central Texas Council of Governments

2012-13 Executive Board Nomination Categories

Executive Board and Open Seats by Population Category

OFFICERS

2011-2012

2012-2013

President	Linda Koop	Bobbie Mitchell
Vice-President	Bobbie Mitchell	Steve Terrell
Secretary/Treasurer	Steve Terrell	Open (must be a current Board member)
Past President	Glen Whitley	* Linda Koop

DIRECTORS

Counties

Largest (Appointed by Dallas County)	Clay Jenkins, Dallas	Appointed by Dallas County
2 nd Largest (Appointed by Tarrant County)	Andy Nguyen, Tarrant	Appointed by Tarrant County
300,000 +	Bobbie Mitchell, Denton	Bobbie Mitchell
300,000 -	Bill McElhaney, Wise	Bill McElhaney

Cities

Largest (Appointed by City of Dallas)	Linda Koop, Dallas	Appointed by City of Dallas
2 nd Largest (Appointed by City of Fort Worth)	Danny Scarth, Fort Worth	Appointed by City of Fort Worth
100,000 +	Ron Jensen, Grand Prairie	✓
25,000 +	Cory Spillman, Cedar Hill	✓
25,000 +	Shane Wilbanks, Grapevine	✓
25,000 -	Holly Gray-McPherson, Roanoke	✓

Any Government

Steve Terrell, Allen	Steve Terrell
Katherine Wilemon, Arlington	Katherine Wilemon

* Past President does not fill a designated seat

✓ Open seat unless incumbent is elected Secretary/Treasurer

North Central Texas Council of Governments

Executive Board Structure (According to NCTCOG Revised Bylaws)

OFFICERS

President

(Elected by General Assembly. Must be a member of the Executive Board.)

Vice President

(Elected by General Assembly. Must be a member of the Executive Board.)

Secretary-Treasurer

(Elected by General Assembly. Must be a member of the Executive Board.)

Past President

(Automatic position on Executive Board, does not fill a designated seat.)

DIRECTORS – Categorical Requirements

Representative of Largest Populated City

(Nominee selected by City of Dallas.)

Representative of Second Largest Populated City

(Nominee selected by City of Fort Worth.)

Representative of Largest Populated County

(Nominee selected by Dallas County.)

Representative of Second Largest Populated County

(Nominee selected by Tarrant County.)

Representative of a County with a Population of 300,001 or More

Representative of a County with Population of 300,000 or Less

Representative of a City with Population of 100,000 or More

Two Representatives of Cities with Populations of 25,001 or More

Representative of a City with Population of 25,000 or Less

Two Representatives from any Member Government

- ◆ ***An Executive Board member must be a local elected official from a member government.***
- ◆ ***If a director is elected to an officer position, that director will continue to represent the category that the director was originally elected to serve.***
- ◆ ***No member government may have more than one (1) representative on the Board at any given time unless one of them is serving in the Past President position.***

**North Central Texas Council of Governments
2012 – 2013 Executive Board Nominating Form**

TO: Linda Koop, NCTCOG President -- Chairman, Nominating Committee

FROM: _____ **DATE:** _____
Name

Title *Local Government Represented*

Address *City/State/Zip*

Phone *Email*

SUBJECT: Recommendation for Local Elected Official to serve on NCTCOG's Executive Board.

I would like to recommend the following local elected official for consideration by the Nominating Committee:

Name

Title
(Mayor, Councilmember, City Commissioner, County Judge, County Commissioner, School Board President or Member)

Local Government Represented *(Population)*

Address/City/State/Zip

Additional supporting comments: _____

(Please attach a resume or additional biographical information.)

<u>THE DEADLINE FOR NOMINATIONS IS FRIDAY, MAY 11, 2012</u>	
Nominate:	
Online at www.nctcog.org (Click on General Assembly)	By Email at scecil@nctcog.org
By Mail: Executive Directors Office North Central Texas Council of Governments P. O. Box 5888 Arlington, Texas 76005-5888 Fax (817) 704-2543	



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- NCTCOG Strategic Plan**
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- NCTCOG Committees**
- Municipal Fee Survey**
- North Texas City Management Association**
- Executive Director's Office**

NCTCOG Executive Board

NCTCOG's Executive Board, composed of 13 locally elected officials, is the policy-making body for all activities undertaken by the Council of Governments, including program activities and decisions, regional plans, and fiscal and budgetary policies. The Board is supported by technical, study, and policy development committees and a professional staff headed by Mike Eastland, Executive Director.

The Executive Board meets on the fourth Thursday of each month during January-October and on the third Thursday of the month in November and December. The meetings are in the Transportation Council Room at NCTCOG offices, unless otherwise noted. Agendas for upcoming meetings are posted 72 hours prior to each meeting.

Executive Board Meetings

April 26, 2012
 Insiders Newsletter [PDF]
 (Short Agenda)

Complete Agenda
 [PDF, 52 pp. 1,189KB]

Next Meeting
 May 24, 2012

Minutes and Resolutions from
 Previous Meetings

Linda Koop President Councilmember City of Dallas	Bobbie Mitchell Vice-President Commissioner Denton County	Steve Terrell Secretary-Treasurer Mayor City of Allen
B. Glen Whitley Past President County Judge Tarrant County	Holly Gray-McPherson Mayor Pro Tem City of Roanoke	Clay Jenkins County Judge Dallas County
Ron Jensen Councilmember City of Grand Prairie	Andy Nguyen Commissioner Tarrant County	Bill McElhaney County Judge Wise County
Daniel Scarth Councilmember City of Fort Worth	Cory Spillman Councilmember City of Cedar Hill	Shane Wilbanks Mayor Pro Tem City of Grapevine
Kathryn Wilemon Councilmember City of Arlington	Jim Jackson* Representative, District 11 *Ex officio, Nonvoting Member	

Previous Meetings

2012

January 2012 <ul style="list-style-type: none"> ▪ Complete Agenda [PDF] ▪ Insiders Newsletter [PDF] ▪ Resolutions [PDF] ▪ Minutes [PDF] 	February 2012 <ul style="list-style-type: none"> ▪ Complete Agenda [PDF, 44 pp. 1,081 KB] Attachment 1: CAFR [PDF, 104 pp. 1,999 KB] Attachment 2: Federal Report [PDF, 16 pp. 529 KB] Attachment 3: State Report [PDF, 14 pp. 504 KB] Attachment 4: RTR Report [PDF, 32 pp. 1,097 KB] ▪ Insiders Newsletter [PDF] 	March 2012 <ul style="list-style-type: none"> ▪ Complete Agenda [PDF, 75 pp. 1,786 KB] ▪ Insiders Newsletter [PDF] ▪ Resolutions [PDF] ▪ Minutes [PDF]
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	<ul style="list-style-type: none"> ▄ Resolutions [PDF] ▄ Minutes [PDF] 	
April 2012 <ul style="list-style-type: none"> ▄ Complete Agenda [PDF, 52 pp., 1,189KB] ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	May 2012 <ul style="list-style-type: none"> ▄ Complete Agenda [PDF] ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	June 2012 <ul style="list-style-type: none"> ▄ Complete Agenda [PDF] ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF]
July 2012	August 2012	September 2012
October 2012	November 2012	December 2012

2011

January 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	February 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	March 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF]
April 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	May 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	June 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF]
July 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	August 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	September 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF]
October 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	November 2011 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	December 2011 <ul style="list-style-type: none"> ▄ Complete Agenda [PDF] ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF]

2010

January 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF, 92 pp., 4,109 KB] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	February 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] February (Special) 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF] ▄ Resolution [PDF] ▄ Minutes [PDF] 	March 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF, 3495KB] ▄ Resolutions [PDF] ▄ Minutes [PDF]
April 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	May 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	June 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF]
July 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF] 	August 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF, 197 pp., 7646 KB] ▄ Resolutions [PDF] ▄ Minutes [PDF] August 12, 2010 - Special Meeting <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Agenda [PDF] ▄ Resolution [PDF] ▄ Minutes [PDF] 	September 2010 <ul style="list-style-type: none"> ▄ Insiders Newsletter [PDF] ▄ Resolutions [PDF] ▄ Minutes [PDF]
October 2010	November 2010	December 2010