



City of Sachse, Texas

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

Meeting Agenda City Council

Tuesday, September 1, 2015

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Special Meeting on Tuesday, September 1, 2015, at 7:30 p.m. in the Council Chambers at 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.

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.

[15-2982](#) Approve the minutes of the August 17, 2015 regular Council meeting.

Attachments: [08.17.15 Minutes](#)

[15-2983](#) Approve the minutes of the August 22, 2015 special Council meeting.

Attachments: [08.22.15 Minutes](#)

[15-2986](#) Consider receiving the Monthly Revenue and Expenditure report for the period ending July 31, 2015.

Attachments: [GF 07-31-15](#)

[UF 07-31-15](#)

[DS 07-31-15](#)

[SEDC 07-31-15](#)

[Sales Tax Analysis Sept 2015](#)

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

- [15-2971](#) Proclamation declaring September, 2015, as Childhood Cancer Awareness month.
Attachments: [Childhood Cancer Awareness Proclamation](#)
- [15-2977](#) Proclamation declaring September, 2015, as Blood Cancer Awareness month.
Attachments: [Blood Cancer Awareness Proclamation](#)
- [15-2978](#) Presentation from the Sachse Amateur Radio Association.
- [15-2990](#) Presentation on the Sachse Police Department's "Safe Trade" initiative.

3. CITIZEN INPUT.

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

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

4. REGULAR AGENDA ITEMS.

- [15-2967](#) Conduct the second public hearing on the Proposed Tax Rate for the 2015-2016 Fiscal Year.
Attachments: [TNT Workbook for Proposed Budget updated](#)
[Notice of Public Hearing on Tax Increase](#)
- [15-2968](#) Conduct a public hearing on the Proposed Fiscal Year 2015-2016 Budget.
Attachments: [Budget Discussion](#)
[Notice of public hearing on 2015-2016 budget](#)
- [15-2987](#) Conduct a public hearing and consider an ordinance amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan.
Attachments: [Master Thoroughfare Plan Amendment Presentation](#)
[Ordinance MTP Amendment](#)
[Attachment 1 - Current MTP](#)
[Attachment 2 - Proposed MTP](#)
[Attachment 3 - MTP Amendment Aerial Exhibit](#)
[Attachment 4 - Property Owner Letter](#)
[Attachment 5 - Adjacent Property Owner Letter](#)
[Attachment 6 - Comprehensive Plan Transportation Information](#)
- [15-2945](#) Consider a resolution approving an Interlocal Agreement with League City to offer purchase authorization for the Radio Frequency Identification system (RFID).

Attachments: [Presentation](#)
[RFID Scope of Work](#)
[Resolution and Interlocal Agreement](#)

[15-2980](#) Consider a resolution nominating a candidate as a member of the Board of Directors of the Dallas Central Appraisal District.

Attachments: [DCAD Information](#)
[Resolution](#)

[15-2989](#) Consider a resolution approving the terms and conditions of a Development Agreement by and between the City of Sachse, Texas, and the Trull Foundation; authorizing its execution by the City Manager.

Attachments: [Trull Agreement Presentation](#)
[Resolution](#)
[Trull Foundation Development Agreement](#)

[15-2984](#) Discuss a 380 Grant Agreement with First Texas Homes.

Attachments: [Presentation](#)
[Sachse Texas Sales vs Use Tax Diagram](#)
[Sachse 380 Agreement First Texas Homes Inc.](#)

[15-2981](#) Consider and take action on the appointment of Michelle Lewis Sirianni as City Secretary of the City of Sachse.

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

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: August 28, 2015; 5:00 p.m.

Michelle Lewis Sirianni, Interim City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Michelle Lewis Sirianni, Interim 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 #: 15-2982 **Version:** 1 **Name:** Consider approval of the minutes of the August 17, 2015 regular Council meeting.

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

File created: 8/24/2015 **In control:** City Council

On agenda: 9/1/2015 **Final action:**

Title: Approve the minutes of the August 17, 2015 regular Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [08.17.15 Minutes](#)

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

Title

Approve the minutes of the August 17, 2015 regular Council meeting.

Executive Summary

Minutes of the August 17, 2015 regular Council meeting.

Background

Minutes of the August 17, 2015 regular Council meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the minutes of the August 17, 2015 regular Council meeting.

CITY COUNCIL OF THE CITY OF SACHSE

REGULAR MEETING MINUTES

August 17, 2015

The City Council of the City of Sachse held a regular meeting on Monday, August 17, 2015 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; Interim City Secretary, Michelle Lewis Sirianni; City Engineer, Greg Peters; Parks and Recreation Director, Lance Whitworth; Human Resources Manager, Stacy Buckley; Fire Chief, Rick Coleman; Police Chief, Bryan Sylvester; Public Works Director, Joe Crase; Library Manager, Mignon Morse; and, Finance Director, Teresa Savage.

EXECUTIVE SESSION:

15-2909 The City Council shall convene to Executive Session pursuant to the provisions of Texas Government Code Section §551.071: to consult with the City Attorney regarding the following pending litigation: Dan Wood vs. City of Sachse, Cause No. DC 12-00218.

15-2965 The City Council shall convene to Executive Session pursuant to the Texas Government Code, Section §551.071: to consult with the City Attorney regarding pending zoning case ZO 15-07; regarding a proposed planned development for Malone Estates in the City of Sachse, Texas.

At 6:32 p.m. the Council adjourned to Executive Session.

At 7:12 p.m. a motion was made by Councilman Adams to return to open session. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

No action was taken on items 15-2909 and 15-2965.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG: The invocation was offered by Councilman King and the pledges by Councilman Watkins.

CONSENT AGENDA: All items listed on the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items unless a council member or citizen so requests. 15-2946 Consider approval of the minutes of the August 3, 2015 regular

meeting. 15-2935 Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ending June 30, 2015. 15-2966 Consider an Interlocal Cooperative Purchasing Agreement between the City of Sachse and the City of Garland.

Councilman Bickerstaff made a motion to approve items 15-2946, 15-2935, and 15-2966 as submitted. Councilman Ross seconded that motion and the motion was unanimously approved.

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

Councilman King stated that the Animal Shelter participated in the Clear the Shelter Event on Saturday, August 15th and successfully had ten (10) adoptions. Mr. King thanked the shelter staff and volunteers for their hard work and efforts.

CITIZENS INPUT:

There were no comments made.

REGULAR AGENDA ITEMS:

15-2961 Conduct the First Public Hearing on the Proposed Tax Rate for the 2015-2016 Fiscal Year.

Ms. Savage stated that the council will conduct their first of two public hearings needed on the Proposed Tax Rate for the 2015-2016 Fiscal Year.

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

Councilman Adams made a motion to close the public hearing. Councilman Ross seconded that motion and the motion was unanimously approved.

15-2963 Consider an ordinance authorizing certain budget amendments pertaining to the Fiscal Year 2014-2015 budget.

There were no questions and/or comments by Council regarding the budget amendments.

Councilman Bickerstaff made a motion to approve an ordinance authoring certain budget amendments for the 2014-2015 Fiscal Year budget. Mayor Pro Tem Franks seconded that motion and the motion was unanimously approved.

15-2915 Consider the application for Woodbridge Properties, LLC for approval of a Preliminary Plat of Woodbridge Phase 20A, being 42 single-family residential lots, one commercial lot and two Homeowner's Association lots on approximately 20.658 acres, on the northwest corner of Ranch Road and Cody Lane.

Mr. Peters briefed the Council on the specifics of the including that the existing zoning on the property is PD-19. Mr. Peters provided a brief background on the property as well as identifying surrounding properties. The Planning and Zoning Commission unanimously approved this item at their July 13, 2015 meeting. Mr. Peters stated that the Preliminary Plat meets all City and Code requirements; therefore, staff recommends approval.

Council discussed the access drive entrance including the types of devices that can be used at the end of the access drive since it will be a secured drive for emergency vehicles only.

Councilman Ross made a motion to approve a Preliminary Plat for Woodbridge Phase 20A as submitted. Councilman Watkins seconded that motion and the motion was unanimously approved.

15-2936 Consider the application of 2012 Metropolitan Enclave Limited for approval of a Preliminary Plat for The Enclave, being 8 single-family residential lots on approximately 9.9768 acres, on the southeast corner of Woodbridge Parkway and Laurel Crest Drive, just north of Sachse Road.

Mr. Peters briefed the Council on the specifics of the request including identifying the zoning on the surrounding properties and the lot layout. Mr. Peters indicated that lots will vary in size with the smallest lot being 0.49 acres and the largest lot being 5.47 acres, and the average lot size being 0.57 acres. Mr. Peters stated that the largest lot size is due to the significant amount of flood plain located on this property. Mr. Peters stated the proposed subdivision has no screening wall, open spaces, no lot or easement for a subdivision sign or any lot that will require maintenance from the collective homeowners; therefore, a Homeowner's Association is not required. Mr. Peters indicated that the council may require an alley or access street based on the City's subdivision standards. At the July 27, 2015, the Planning and Zoning Commission voted 3-2 in favor of the proposed Preliminary Plat. Mr. Peters stated their concerns were regarding parked vehicles on Woodbridge Parkway. The commission suggested to allow the lots fronting Woodbridge Parkway to construct circle drives. Mr. Peters commented that Council may at any time issue a no parking zone on Woodbridge Parkway, which would require action by Council or Council may direct staff to work with Developer to allow driveway, which no future action by Council would be needed. Mr. Peters stated that the Preliminary Plat meets all City and Code requirements; therefore, staff recommends approval.

Mayor Felix asked Mr. Peters if there would be a dedicated park due to the amount of acres. Mr. Peters responded that there is currently no park and the developer is paying monies in lieu of a park dedication.

The Council discussed the possibility of the circular driveways versus a no parking zone. Council directed staff to consider both options moving forward.

Councilman Bickerstaff made a motion to approve a Preliminary Plat for The Enclave. Councilman King seconded that motion and the motion was unanimously approved.

15-2938 Conduct a public hearing and consider the application of Woodbridge Gate LAF, LP, requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10, Table 1. General Sign Provisions to reduce the required front yard setback for a Multi-Purpose Sign from 30 feet to 16 feet for the property generally located along the south side of State Highway 78 just west of Woodbridge Parkway.

Mr. Peters briefed the Council on the specifics of the request. Mr. Peters stated the property owner is requesting a reduction in the front yard setbacks from 30 feet to 16 feet due to the signs visibility from the road. Mr. Peters stated that staff has reviewed the proposed sign layout and location, and finds it to meet all the other City Code requirements. Mr. Peters commented that there are similar signs in similar multi-tenant developments that are similarly placed along SH 78; therefore, staff recommends approval.

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

Councilman Adams made a motion to close the public hearing. Councilman Ross seconded that motion and the motion was unanimously approved.

Councilman Watkins made a motion to approve a sign variance request for a multi-purpose tenant sign by Woodbridge Gate LAF, LP reducing the front yard setbacks from 30 feet to 16 feet. Councilman Bickerstaff seconded that motion with further discussion.

Councilman Bikerstaff asked if the Zoning Board of Adjustments (ZBA) approved sign variance requests. Mr. Peters responded that ZBA does not approve sign variances.

The motion was unanimously approved.

15-2964 Discuss the Fiscal Year 2015-2016 update to the Five Year Capital Improvement Plan (CIP).

Mr. Peters stated that this discussion is a continuation from the last meeting. Staff took the feedback and comments provided by Council and compiled a list based on the Pacer Score and level of importance. Mr. Peters stated that staff is seeking any further feedback from Council regarding the project list that was submitted. Once the CIP has been revised, it is typically adopted at the time the operating budget is approved and then updated as necessary during the fiscal year.

The recommended street maintenance projects included: Woodbridge Parkway at Sachse Road, Sachse Street at Ben Davis to 3rd Street, Second Street at Bonanza Drive to Sachse Street, 6th Street at Sachse Road to 5th Street, and Meadowcreek at Westcreek to the end. The recommended

Community Development Block Grant Projects included: 6th Street and Alexander at Boone Street to 5th Street, and Brookview Court Alley if there are remaining funds available.

The Council were all in agreement with the recommended list submitted by staff.

15-2959 Discuss City Ordinances pertaining to accessory buildings.

Mr. Peters stated that the City's Zoning Ordinances provides standards for accessory buildings that are set within each zoning district. Mr. Peters provided an update of the most recently amending ordinance regarding accessory buildings, which provided clarification on permitted uses, building size, building height, building materials, and minimum building setbacks as well as the location, setback requirements, and the height of the structure shall not exceed the height of the primary structure. Mr. Peters commented that recently the Board of Adjustments have had seven requests related to accessory structures that all listed building material as part of their request. The primary reason given for the request was to consider metal as part of the building material. Mr. Peters added that no variance requests for metal buildings have been denied by the Board. Mr. Peters stated that staff would like feedback from Council on the intent of building material requirements and any desired revisions to the City Ordinances.

The Council discussed current building materials and the possibility of expanding the list to include hardy board and to keep the intent of the materials to maintain current building standards within the city. Council agreed to leave ordinance as is, but recommended to continue to educate the Board and the understanding of a hardship.

A 15 minute break was taken by Council.

At 8:59 p.m. Council returned to session.

EXECUTIVE SESSION:

15-2960 The City Council shall convene into Executive Session pursuant to the provisions of the Texas Government Code, Section §551.074: Personnel – to discuss the applications for the City Secretary position.

At 9:00 p.m. the Council adjourned to Executive Session.

At 9:20 p.m. Council Watkins made a motion to return to open session. Councilman Ross seconded that motion and the motion was unanimously approved.

No action was taken on item 15-2960.

ADJOURNMENT:

At 9:22 p.m. Councilman Watkins made a motion to adjourn the meeting. Councilman Adams seconded that motion and the motion was unanimously approved.

MIKE FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, Interim City Secretary



Legislation Details (With Text)

File #: 15-2983 **Version:** 1 **Name:** Consider approval of the minutes of the August 22, 2015 special Council meeting.

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

File created: 8/24/2015 **In control:** City Council

On agenda: 9/1/2015 **Final action:**

Title: Approve the minutes of the August 22, 2015 special Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [08.22.15 Minutes](#)

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

Title

Approve the minutes of the August 22, 2015 special Council meeting.

Executive Summary

Minutes of the August 22, 2015 special Council meeting.

Background

Minutes of the August 22, 2015 special Council meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the minutes of the August 22, 2015 special Council meeting.

CITY COUNCIL OF THE CITY OF SACHSE

SPECIAL MEETING MINUTES

August 22, 2015

The City Council of the City of Sachse held a special meeting on Saturday, August 22, 2015 at 8:00 a.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash and Human Resources Manager, Stacy Buckley

Mayor Felix called the meeting to order at 8:00 a.m.

EXECUTIVE SESSION:

15-2970 The City Council shall convene into Executive Session pursuant to the provisions of the Texas Government Code, Section §551.074: Personnel – to discuss the appointment, employment, and duties for the City Secretary position. Interview applicants for the City Secretary position.

At 8:03 a.m. the City Council adjourned into Executive Session.

At 11:28 a.m. a motion was made by Councilman Ross to return to open session. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

No action was taken.

ADJOURNMENT:

At 11:28 a.m. Councilman Adams made a motion to adjourn the meeting. Councilman King seconded that motion and the motion was unanimously approved.

MIKE FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, Interim City Secretary



Legislation Details (With Text)

File #: 15-2986 **Version:** 1 **Name:** Monthly revenue and expenditure reports July 2015
Type: Agenda Item **Status:** Agenda Ready
File created: 8/26/2015 **In control:** City Council
On agenda: 9/1/2015 **Final action:**
Title: Consider receiving the Monthly Revenue and Expenditure report for the period ending July 31, 2015.

Sponsors:

Indexes:

Code sections:

- Attachments:** [GF 07-31-15](#)
[UF 07-31-15](#)
[DS 07-31-15](#)
[SEDC 07-31-15](#)
[Sales Tax Analysis Sept 2015](#)

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

Title

Consider receiving the Monthly Revenue and Expenditure report for the period ending July 31, 2015.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month of July 2015.

Background

Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service, and Sachse Economic Development Corporation for the period ended July 31, 2015, as well as an analysis of sales tax receipts for the first eleven months of the fiscal year.

Policy Considerations

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

Budgetary Considerations

The current budget column for this month's reports included the budget amendment approved at the August 17, 2015 City Council meeting.

Staff Recommendations

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending July 31, 2015 as a Consent Agenda item.

City of Sachse
 Monthly Revenue and Expenditure Report
 July 31, 2015
 (Unaudited)

GENERAL FUND

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 83%
Revenue Summary					
Property Tax	\$ 7,700,541	\$ 26,190	\$ 7,747,202	100.61%	
Sales Tax	1,184,444	96,880	1,041,647	87.94%	
Franchise Fees	1,564,816	153,884	1,403,926	89.72%	
Licenses and Permits	527,220	62,964	565,085	107.18%	
Service Fees	614,027	55,344	740,119	120.54%	
Fines	250,000	20,294	211,754	84.70%	
Interest Income	5,000	(1,487)	7,236	144.73%	
Miscellaneous Income	174,613	3,648	160,958	92.18%	
Intergovernmental Revenue	899,864	74,989	749,886	83.33%	
Total Revenue	\$ 12,920,525	\$ 492,706	\$ 12,627,812	97.73%	
Expenditure Summary					
City Manager	\$ 407,133	\$ 42,481	\$ 355,104	87.22%	
City Secretary	189,827	30,087	148,431	78.19%	
Human Resources	292,304	38,641	226,913	77.63%	
Finance	561,910	49,081	457,755	81.46%	
Municipal Court	185,400	18,834	142,355	76.78%	
Parks & Recreation	899,087	89,797	705,773	78.50%	
Senior Programs	117,561	11,038	94,252	80.17%	
Library Services	336,608	32,624	269,196	79.97%	
Community Development	701,469	59,908	568,173	81.00%	
Streets & Drainage	1,065,773	85,945	866,244	81.28%	
Facility Maintenance	389,947	26,147	328,098	84.14%	
Police	3,755,414	368,076	3,097,784	82.49%	
Animal Control	177,471	17,966	147,994	83.39%	
Fire/EMS	3,319,257	278,076	2,414,949	72.76%	
Combined Services	561,690	16,641	466,055	82.97%	
City Engineer	290,568	29,314	223,226	76.82%	
Total Expenditures	\$ 13,251,419	\$ 1,194,655	\$ 10,512,301	79.33%	
Total Revenue Over/Under Expenses	\$ (330,894)	\$ (701,950)	\$ 2,115,511		

Explanation of Major Variances:

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2015

(Unaudited)

UTILITY FUND

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 83%
Revenue Summary					
Water Revenue	\$ 4,135,178	\$ 512,365	\$ 3,333,871	80.62%	
Sewer Revenue	3,712,681	307,768	3,029,085	81.59%	
Fees	168,200	13,647	146,902	87.34%	
Interest Income	2,000	(254)	1,193	59.64%	
Miscellaneous Income	-	100	100		
Total Revenue	\$ 8,018,059	\$ 833,627	\$ 6,511,151	81.21%	
Expenditure Summary					
Utility Administration	\$ 262,207	\$ 18,223	\$ 213,031	81.25%	
Water Operations	4,252,457	339,571	3,545,458	83.37%	
Sewer Operations	3,061,482	68,017	2,352,880	76.85%	
Meter Reading	217,977	38,424	175,948	80.72%	
Total Expenditures	\$ 7,794,123	\$ 464,234	\$ 6,287,317	80.67%	
Total Revenue Over/Under Expenses	\$ 223,936	\$ 369,393	\$ 223,834		

Explanation of Major Variances:

Monthly Revenue and Expenditure Report
 July 31, 2015
 (Unaudited)

Debt Service Fund

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 2,964,058	\$ 9,909	\$ 2,984,739	100.70%	
Miscellaneous Receipts		\$ -	\$ 2,610		
Interest Income	1,500	(157)	920	61.31%	
Total Revenue	\$ 2,965,558	\$ 9,751	\$ 2,988,268	100.77%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ 806	80.63%	
Principal	1,195,000		1,195,000	100.00%	
Interest	1,762,191	-	1,010,570	57.35%	A
Total Expenditures	\$ 2,958,191	\$ -	\$ 2,206,376	74.59%	
Total Revenue Over/Under Expenses	\$ 7,367	\$ 9,751	\$ 781,892		

City of Sachse
 Monthly Revenue and Expenditure Report
 July 31, 2015
 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 83%
Revenue Summary					
Sales Tax	\$ 583,222	\$ 44,511	\$ 508,464	87.18%	
Other Income	\$ -	\$ -			
Interest Income	7,500	(966)	5,551	74.01%	
Total Revenue	\$ 590,722	\$ 43,545	\$ 514,015	87.01%	
Expenditure Summary					
Expenditures	586,553	72,297	350,859	59.82%	
Total Expenditures	\$ 586,553	\$ 72,297	\$ 350,859	59.82%	
Total Revenue Over/Under Expenses	\$ 4,169	\$ (28,752)	\$ 163,156		

Explanation of Major Variances:

**CITY OF SACHSE
2014/2015 SALES TAX ANALYSIS**

FY 2014	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2015	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	93,523	62,349	62,349	7.25%	October	149,053	85,169	85,169	7.30%
November	151,568	101,046	163,395	19.01%	November	227,089	129,759	214,928	18.43%
December	99,161	56,661	220,055	25.60%	December	162,100	92,624	307,552	26.37%
January	107,510	61,431	281,486	32.75%	January	158,992	90,848	398,400	34.16%
February	189,230	108,126	389,612	45.33%	February	257,209	146,969	545,369	46.75%
March	104,381	59,643	449,256	52.26%	March	141,655	80,941	626,311	53.69%
April	97,372	55,638	504,894	58.74%	April	135,136	77,217	703,527	60.31%
May	187,319	107,034	611,928	71.19%	May	226,142	129,217	832,745	71.39%
June	153,599	87,766	699,694	81.40%	June	166,541	95,162	927,907	79.55%
July	129,621	74,065	773,760	90.02%	July	155,796	89,022	1,016,929	87.18%
August	199,329	113,897	887,656	103.27%	August	228,922	130,806	1,147,735	98.40%
September	141,803	81,026	968,683	112.69%	September				
TOTAL	1,654,417	968,683			TOTAL	2,008,635	1,147,735		
BUDGET		859,583			BUDGET		1,166,444		



Legislation Details (With Text)

File #:	15-2971	Version:	1	Name:	Proclamation declaring September, 2015 as Childhood Cancer Awareness month.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/20/2015	In control:		In control:	City Council
On agenda:	9/1/2015	Final action:		Final action:	
Title:	Proclamation declaring September, 2015, as Childhood Cancer Awareness month.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Childhood Cancer Awareness Proclamation				

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

Title

Proclamation declaring September, 2015, as Childhood Cancer Awareness month.

Executive Summary

Cancer is the leading cuase of death by disease among children in our nation today. To acknowledge this tragic disease, a Proclamation will be presented to the American Cancer Fund for Children, Inc.

Background

Childhood cancer is detected in more than 15,000 of our country's young people every year being the leading cause of death by disease among children in our nation today.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Present a Proclamation declaring September, 2015, as Childhood Cancer Awareness month.

PROCLAMATION

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly in 15,000 of our country's young people each year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection, founded by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Children's Medical Center Dallas, Medical City Children's Hospital in Dallas, Dell Children's Medical Center of Central Texas in Austin, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award presentations, community get well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

I, THEREFORE, Mike Felix, Mayor of the City of Sachse, Texas, do hereby proclaim the month of September as Childhood Cancer Awareness Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 1st day of September, 2015.

Mike Felix, Mayor



Legislation Details (With Text)

File #: 15-2977 **Version:** 1 **Name:** Proclamation declaring September, 2015 as Blood Cancer Awareness month.
Type: Agenda Item **Status:** Agenda Ready
File created: 8/21/2015 **In control:** City Council
On agenda: 9/1/2015 **Final action:**
Title: Proclamation declaring September, 2015, as Blood Cancer Awareness month.

Sponsors:

Indexes:

Code sections:

Attachments: [Blood Cancer Awareness Proclamation](#)

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

Title

Proclamation declaring September, 2015, as Blood Cancer Awareness month.

Executive Summary

Blood cancers afflict more than one million people in the United States, with an estimated 175,200 new cases diagnosed each year. To acknowledge this tragic disease, a Proclamation will be presented to the North Texas Chapter of the Leukemia and Lymphoma Society.

Background

Leukemia, Lymphoma and Myeloma will kill an estimated 52,560 people in the United States this year.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Present a Proclamation declaring September, 2015, as Blood Cancer Awareness month.

PROCLAMATION

WHEREAS, blood cancers currently afflict more than one million people in the United States, with an estimated 175,200 new cases diagnosed each year; and

WHEREAS, leukemia, lymphoma and myeloma will kill an estimated 52,560 people in the United States this year; and

WHEREAS, The Leukemia & Lymphoma Society (LLS), through voluntary contributions, is dedicated to finding cures for these diseases through research efforts and the support for those that suffer from them; and

WHEREAS, LLS maintains offices in Dallas and Fort Worth to support patients with these diseases and their family members in the State of Texas; and

WHEREAS, that the City of Sachse joins with LLS in designating the month of September, 2015 as Blood Cancer Awareness Month to enhance the understanding of blood related cancers and to encourage participation in voluntary activities to support education programs and the funding of research programs to find a cure for them.

I, THEREFORE, Mike Felix, Mayor of the City of Sachse, Texas, do hereby proclaim the month of September as Blood Cancer Awareness Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 1st day of September, 2015.

Mike Felix, Mayor



Legislation Details (With Text)

File #:	15-2978	Version:	1	Name:	Spirit of Sachse Award
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/21/2015	In control:		In control:	City Council
On agenda:	9/1/2015	Final action:		Final action:	
Title:	Presentation from the Sachse Amateur Radio Association.				

Sponsors:

Indexes:

Code sections:

Attachments:

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

Title

Presentation from the Sachse Amateur Radio Association.

Executive Summary

Mr. Butch Johns will be presenting City Council with the Spirit of Sachse Award that was awarded to the Sachse Amateur Radio Association in 2014.

Background

The Sachse Chamber of Commerce awarded the Sachse Amateur Radio Association with the Spirit of Sachse Award at their 2014 Awards Gala.

Policy Considerations

N/A

Budgetary Considerations

N/A

Staff Recommendations

Present award to City Council.



Legislation Details (With Text)

File #:	15-2990	Version:	1	Name:	Safe Trade Initiative
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/27/2015	In control:		In control:	City Council
On agenda:	9/1/2015	Final action:		Final action:	
Title:	Presentation on the Sachse Police Department's "Safe Trade" initiative.				

Sponsors:

Indexes:

Code sections:

Attachments:

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

Title

Presentation on the Sachse Police Department's "Safe Trade" initiative.

Executive Summary

In an effort to enhance the safety of our residents conducting sales and purchases of items via Craigslist or other such online venues, the Sachse Police Department is enacting a "Safe Trade" zone within the parking lot of the public safety building.

..Background

With online sale and trade of merchandise ever increasing, the Police Department is designating two parking spaces in front of the public safety building for use by citizens to complete these transactions. These spaces are well lit and covered by 24 hour camera surveillance viewable from our dispatch center. "Safe Trade" signage will clearly mark the designated spaces. Additionally, citizens will have the option of requesting the item(s) be checked by serial number or other identifying number to ascertain if it is reported stolen. A simple form will be available at the dispatch counter for this purpose.

Blended families are also welcome to utilize the "Safe Trade" zone for child custody arrangements.

At implementation, the department will advertise this service thru our E-Watch program, web page and other avenues including the Sachse News.

Policy Considerations

None

Budgetary Considerations

Signage costs of \$60.00 will be absorbed within current budget.

Staff Recommendations

None



Legislation Details (With Text)

File #: 15-2967 **Version:** 1 **Name:** Second public hearing on tax rate
Type: Agenda Item **Status:** Agenda Ready
File created: 8/17/2015 **In control:** City Council
On agenda: 9/1/2015 **Final action:**
Title: Conduct the second public hearing on the Proposed Tax Rate for the 2015-2016 Fiscal Year.

Sponsors:

Indexes:

Code sections:

Attachments: [TNT Workbook for Proposed Budget updated](#)
[Notice of Public Hearing on Tax Increase](#)

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

Title

Conduct the second public hearing on the Proposed Tax Rate for the 2015-2016 Fiscal Year.

Executive Summary

This is the second of two mandated public hearings on the tax rate when the proposed tax rate exceeds the Effective Tax Rate. The first Public Hearing was held on August 17, 2015.

Background

On August 3rd, the City Council approved a motion to place on the September 14, 2015 City Council agenda an action item to adopt a tax rate greater than the Effective Tax Rate (ETR) of 0.713377 per \$100 of assessed value.

The ETR is the tax rate that will generate approximately the same amount of tax revenue as the prior year excluding tax revenue to be raised from new property added to the tax roll this year. The proposed tax rate of 0.757279 is 6.15% greater than the ETR.

Policy Considerations

In general, if a taxing unit's tax rate will raise more property tax revenue than the preceding year, the City Council must hold two Public Hearings in compliance with Chapter 26 of the Property Tax Code.

Budgetary Considerations

On September 14, 2015 the City Council will consider setting and adopting a tax rate that supports the overall budget objectives as proposed for the 2015-2016 Fiscal Year.

Staff Recommendations

The agenda item is in compliance with "Truth-in-Taxation" law as outlined in Chapter 26 of the Property Tax Code and therefore is a Public Hearing to be open for public input on the proposed tax rate of 0.757279.

TRUTH-IN-TAXATION
Texas Property Tax
Chapter 26 of Property Tax Code

	2014 Certified Tax Rolls	2015 Certified Tax Rolls	Change in Values from Prior Year	Change
Property Value				
Market Values	1,531,964,234	1,816,823,825	284,859,591	18.59%
Collin County	559,878,404	710,368,435	150,490,031	26.88%
Dallas County	972,085,830	1,106,455,390	134,369,560	13.82%
Taxable Values	1,424,592,045	1,635,609,749	211,017,704	14.81%
Collin County	535,956,193	646,389,562	110,433,369	20.60%
Dallas County	888,635,852	989,220,187	100,584,335	11.32%
Taxable Values (Adjusted for Freeze)	1,405,111,801	1,612,479,345	207,367,544	14.76%
Collin County	529,693,925	636,477,134	106,783,209	20.16%
Dallas County	875,417,876	976,002,211	100,584,335	11.49%
New Construction Values	41,432,452	104,390,861	62,958,409	151.95%
Collin County	17,196,696	59,248,454	42,051,758	244.53%
Dallas County	24,235,756	45,142,407	20,906,651	86.26%
Average Single Family Home Taxable Value	177,186	196,126	18,940	10.69%
Collin County	216,928	242,548	25,620	11.81%
Dallas County	161,639	177,483	15,844	9.80%
Estimated Rates and Values:				
Effective Tax Rate (ETF)	0.718590	0.713377	\$ (0.00521)	-0.73%
Proposed Tax Rate	0.770819	0.757279	(\$ 0.01354)	-1.76%
Debt Rate	0.211785	0.185000	(\$ 0.02679)	-12.65%
Maintenance and Operations	0.559034	0.572279	\$ 0.01325	2.37%
Increase over the ETR	7.27%	6.15%		
Total Tax Revenue (Proposed)	\$ 10,830,869	\$ 12,210,967	\$ 1,380,099	12.74%
Debt	2,975,816	2,983,087	7,271	0.24%
Operations	7,713,092	9,040,824	1,327,732	17.21%
TIF	141,961	187,057	45,096	31.77%
1¢ on the tax rate (equivalent)	\$ 140,511	\$ 161,248	\$ 20,737	14.76%
Amount of taxes imposed at the proposed tax rate	\$ 10,830,869	\$ 12,210,967	\$ 1,380,099	12.74%

Notice of Public Hearing on Tax Increase

The City of Sachse will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 6.15 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 17, 2015 at 7:30 p.m. at City of Sachse, City Hall, 3815-B Sachse Road, Sachse, Texas.

The second public hearing will be held on September 1, 2015 at 7:30 p.m. at City of Sachse, City Hall, 3815-B Sachse Road, Sachse, Texas.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR:

AGAINST:

The average taxable value of a residence homestead in City of Sachse last year was \$177,186. Based on last year's tax rate of \$0.770819 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$1,366.

The average taxable value of a residence homestead in City of Sachse this year is \$196,126. If the governing body adopts the effective tax rate for this year of \$0.713377 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$1,399.

If the governing body adopts the proposed tax rate of \$0.757279 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$1,485.

Members of the public are encouraged to attend the hearings and express their views.



Legislation Details (With Text)

File #:	15-2968	Version:	1	Name:	Public Hearing on the Budget
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/17/2015	In control:		In control:	City Council
On agenda:	9/1/2015	Final action:		Final action:	
Title:	Conduct a public hearing on the Proposed Fiscal Year 2015-2016 Budget.				

Sponsors:

Indexes:

Code sections:

Attachments: [Budget Discussion](#)
[Notice of public hearing on 2015-2016 budget](#)

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

Title

Conduct a public hearing on the Proposed Fiscal Year 2015-2016 Budget.

Executive Summary

The City Manager's 2015-2016 Proposed Budget for citywide programs and services was presented to City Council on August 3, 2015. Budget information was distributed for City Council review and consideration. The proposed budget has been posted on the City's web page and a copy is on file with the City Secretary for public inspection.

Background

This item is to allow public input regarding proposed revenues and expenditures for Fiscal Year 2015-2016. The 2015-2016 Proposed Budget revenues and expenditures can be amended by City Council prior to adoption of the Budget Ordinance which is scheduled for September 14, 2015.

Policy Considerations

The Budget document sets the financial and operational direction of the City for the next fiscal year.

Budgetary Considerations

The adopted 2015-2016 budget will provide funding for continued operations of the City for the upcoming year.

Staff Recommendations

Staff recommends that a Public Hearing be conducted for citizen input on the Proposed Budget for the 2015-2016 Fiscal Year.



BUDGET DISCUSSION FY 2015-2016

September 1, 2015

Budget Calendar (remaining)

- September 1** Public hearing on budget; public hearing on tax rate; discuss budget and tax rate.
- September 14** City Council meeting to adopt tax rate and budget (including SEDC Budget); vote to adopt budget must be a record vote.
- October 1** New fiscal year begins
- Oct. 1-Nov. 30** Budget document finalized and printed for distribution

CERTIFIED ROLLS

TRUTH-IN-TAXATION Texas Property Tax Chapter 26 of Property Tax Code

	2014 Tax Roll (as adjusted)	2015 Certified Tax Rolls	Change in Values from Prior Year	Change
Property Value				
Market Values	1,531,964,234	1,816,823,825	284,859,591	18.59%
Collin County	559,878,404	710,368,435	150,490,031	26.88%
Dallas County	972,085,830	1,106,455,390	134,369,560	13.82%
Taxable Values	1,424,592,045	1,635,609,749	211,017,704	14.81%
Collin County	535,956,193	646,389,562	110,433,369	20.60%
Dallas County	888,635,852	989,220,187	100,584,335	11.32%
New Construction Values	41,432,452	104,390,861	62,958,409	151.95%
Collin County	17,196,696	59,248,454	42,051,758	244.53%
Dallas County	24,235,756	45,142,407	20,906,651	86.26%
Average Single Family Home Value	177,186	196,126	18,940	10.69%
Collin County	216,928	242,548	25,620	11.81%
Dallas County	161,639	177,483	15,844	9.80%

TRUTH IN TAXATION

TRUTH-IN-TAXATION Texas Property Tax Chapter 26 of Property Tax Code

	2014 Tax Roll (as adjusted)	2015 Certified Tax Rolls	Change in Values from Prior Year	Change
Current / Proposed Tax Rate	0.770819	0.757279	(\$0.01354)	-1.76%
Debt Rate	0.211785	0.185000	(\$0.02679)	-12.65%
Operations & Maintenance	0.559034	0.572279	\$0.01325	2.37%
Total Tax Revenue	\$10,830,869	\$12,210,967	\$1,335,003	12.33%
Debt	2,975,816	2,983,087	7,271	0.24%
Operations	7,713,092	9,040,824	1,327,732	17.21%
TIF	141,961	187,057	45,096	31.77%
1¢ on the tax rate (equivalent)	\$140,511	\$161,248	\$20,737	14.76%
Amount of taxes imposed at the proposed tax rate	\$10,830,869	\$12,210,967	\$1,380,099	12.74%

EFFECTIVE / ROLLBACK TAX RATES

TRUTH-IN-TAXATION Texas Property Tax Chapter 26 of Property Tax Code

	<u>2014</u>	<u>2015</u>
Effective Tax Rate (ETR)	0.718590	0.713377
Rollback Tax Rate (RTR)	0.771246	0.757279

OVERVIEW - GENERAL FUND

REVENUE

2014-2015 Budget \$12,822,525

2015-2016 Proposed Budget \$14,804,345

OVERVIEW - GENERAL FUND

REVENUE BY SOURCE

Property Taxes	\$9,106,824
Sales Tax	\$1,244,094
Franchise Fees	\$1,590,122
Licenses and Permits	\$ 535,500
Fees	\$ 678,700
Fines	\$ 275,000
Interest	\$ 12,000
Allocated Overhead	\$ 986,945
Miscellaneous	\$ 375,160

OVERVIEW - GENERAL FUND

EXPENDITURES

2014-2015 Budget	\$12,719,178
2015-2016 Proposed Budget	\$14,743,846

**Proposed Budget Expenditure Summary
2015-2016 Fiscal Year**

	FY 14-15 Budget	FY 15-16 Proposed	Change
GENERAL FUND			
City Manager	345,708	374,652	28,944
City Secretary	169,012	157,148	-11,864
Human Resources	292,304	294,803	2,499
Finance	552,435	608,428	55,993
Municipal Court	185,400	212,197	26,797
Parks & Recreation	899,087	1,004,375	105,288
Senior Programs	115,061	122,821	7,760
Library Services	327,083	371,686	44,603
Community Development	677,969	810,899	132,930
Streets & Drainage	1,057,273	1,259,147	201,874
Facilities Maintenance	389,947	463,404	73,457
Police	3,808,914	4,566,001	757,087
Animal Control	177,471	225,172	47,701
Fire/EMS	2,869,257	3,295,682	426,425
Combined Services	561,690	677,463	115,773
Engineering	290,568	299,968	9,400
	12,719,178	14,743,846	2,024,668

SUPPLEMENTALS-RECOMMENDED

Department	Description	Amount
Combined	Implement Compensation Study	\$1,165,509
Fire	P25 Radio	200,000
Parks/Rec	2015 Ford replacing 2000 Chevy	35,000
Parks/Rec	2016 Toro Z replacing 2004 Toro Z	11,500
Streets	2016 Ford F650 Diesel dump truck	70,000
Facilities	Replace timeworn pickup truck	25,000
Police	2 Patrol cars	70,000
Animal Ctrl	Truck	27,000
Fire	2 nd Year SCBA upgrade	30,000

SUPPLEMENTALS-RECOMMENDED

Department	Description	Amount
Fire	SCBA fill station	20,000
Combined	Transfer to open Equipment Replacement Fund	100,000
HR	Employee Training and Organizational Development	7,400
Seniors	Reclass bus driver PT Temp to PT Reg	1,509
Facilities	Reclass custodian to FT	37,445
Fire	Part-time to full-time staff	234,877
Combined	Compass Professional Health Services	8,280

SUPPLEMENTALS-RECOMMENDED

Department	Description	Amount
Finance	Grant Management Tracking	8,000
Library	Increase book budget	19,000
Library	Add coin operated color copier	1,092
Streets	Add line item for sidewalk and alleyway repairs	40,000
Facilities	Replace Senior Center kitchen floor	7,500
	TOTAL RECOMMENDED	\$2,119,112

SUPPLEMENTALS

General Fund

	ITEMS	FUNDS
REQUESTED	57	\$3,719,863
RECOMMENDED	21	\$2,119,112
UNFUNDED	36	\$1,600,751

SUMMARY GENERAL FUND

Proposed Revenue	\$14,804,345
Proposed Expenditures with Compensation Study Implementation and Supplemental Requests	(\$14,743,846)
Revenues over Expenditures	\$60,499

FUND BALANCE HISTORY

Fiscal Year	Unreserved Fund Balance	Percent of Operating Expense
2008	3,392,417	35%
2009	3,344,798	33%
2010	3,051,597	29%
2011	3,194,885	30%
2012	3,490,845	34%
2013	4,631,243	41%
2014	5,568,904	54%
2015 est.	5,688,011	44%
2016 est. *	5,748,510	39%

- City fund balance policy target is 25-35%

OVERVIEW - UTILITY FUND

REVENUE

2014-2015 Budgeted Revenue \$8,018,059
 2015-2016 Proposed Revenue \$9,268,945

OVERVIEW - UTILITY FUND

REVENUE BY SOURCE

Water	\$4,839,836
Sewer	\$4,132,115
Fees and Charges	\$ 156,300
Interest	\$ 2,500
Transfer In-Debt Service	\$ 138,194

OVERVIEW - UTILITY FUND

EXPENDITURES

2014-2015 Budget	\$7,794,123
2015-2016 Proposed Budget	\$8,688,334

**Proposed Budget Expenditure Summary
2015-2016 Fiscal Year**

	FY 14-15 Budget	FY 15-16 Proposed	Change
Utility Fund			
Utility Administration	262,207	285,823	23,616
Water Operations	4,252,456	4,925,498	673,042
Sewer Operations	3,061,482	3,249,968	188,486
Meter Reading	217,977	227,045	9,068
	7,794,123	8,688,334	894,211

**UTILITY FUND
SUPPLEMENTALS**

Department	Description	Amount
Combined	Implement Compensation Study	95,055
Combined	Drainage Study	150,000
Water Operations	Loader backhoe	85,000
Water Operations	Chevy 1500 regular cab pickup	22,000
Meter Services	Panasonic Touchbook laptops	7,308
	TOTAL UTILITY FUND RECOMMENDED	\$359,363

SUMMARY UTILITY FUND

Proposed Revenue	\$9,268,945
Proposed Expenditures with Compensation Adjustment and Supplemental Requests	(\$8,688,334)
Revenues over Expenditures	\$580,611

THIS CONCLUDES
TONIGHT'S 2015-2016
BUDGET OVERVIEW

NOTICE OF PUBLIC HEARING

CITY OF SACHSE

PROPOSED OPERATING BUDGET FISCAL YEAR 2015-2016

The City of Sachse will hold Public Hearings on the proposed budget for the fiscal year 2015-2016 on **August 17 at 7:30 p.m. and September 1 at 7:30 p.m.** immediately following Public Hearings on the proposed tax rate for the 2015-2016 fiscal year, at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas 75048.

This budget will raise more total property taxes than last year's budget by \$1,146,128, which is a 10.58% increase from last year's budget. The property tax to be raised from new property added to the tax roll this year is \$775,383.

The public is invited to attend and make comments. A copy of the proposed budget is on file with the City Secretary's Office located at 3815-B Sachse Road, Sachse, Texas 75048, and it is also available on the City of Sachse website www.cityofsachse.com.



Legislation Details (With Text)

File #: 15-2987 **Version:** 1 **Name:** MTP Amendment
Type: Agenda Item **Status:** Agenda Ready
File created: 8/26/2015 **In control:** City Council
On agenda: 9/1/2015 **Final action:**

Title: Conduct a public hearing and consider an ordinance amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Master Thoroughfare Plan Amendment Presentation](#)
[Ordinance MTP Amendment](#)
[Attachment 1 - Current MTP](#)
[Attachment 2 - Proposed MTP](#)
[Attachment 3 - MTP Amendment Aerial Exhibit](#)
[Attachment 4 - Property Owner Letter](#)
[Attachment 5 - Adjacent Property Owner Letter](#)
[Attachment 6 - Comprehensive Plan Transportation Information](#)

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

Title

Conduct a public hearing and consider an ordinance of the City of Sachse, Texas, amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan.

Executive Summary

The applicant is requesting that the future collector road from Ranch Road to Industrial Drive as shown in the current Master Thoroughfare Plan be shifted to the east, approximately 1,000 feet.

Background

The applicant is seeking to develop a 5-acre portion of the subject property located approximately 300 feet east of the intersection of Ranch Road and Harlan Drive. The current Thoroughfare Plan (Attachment 1) that was adopted as part of the 2001 Comprehensive Plan, showed a north-south collector street impacting the subject property being considered for the development. The plan identified a collector road between the Sachse Industrial Park and Ranch Road, which would provide a second access point for the Industrial Park and improved traffic movement in, through, and out of the undeveloped property along Ranch Road.

The proposed Thoroughfare Plan is shown in Attachment 2, and an exhibit with aerial imagery is provided in Attachment 3. Staff received support for the amendment from the property owner of the subject tract and the property owner of the adjacent tract. Letters of support can be found in Attachment 4 and Attachment 5.

Policy Considerations

The Plan Amendment process for the Thoroughfare Plan is described on page 4-9 of the Comprehensive Plan (See Attachment 6 for a copy of the entire Transportation Element of the Comprehensive Plan); however, the amendment criteria are not succinctly defined. In order to evaluate this amendment, staff considered whether the proposed relocation of the thoroughfare would adversely or positively impact property access.

Tools used in the evaluation of the proposed amendment include the Goal and associated Objectives outlined in the Transportation Element (see below).

Transportation Goal: Provide access to neighborhoods and businesses while serving overall mobility needs of residents and businesses.

Objective A: Ensure the road system in the City provides appropriate access for residents while discouraging commercial traffic in neighborhoods.

Action 1: Use the Thoroughfare Plan to determine where arterial and collector streets are needed in new residential and commercial developments.

Action 2: Use city funds on streets to benefit the community as a whole.

Action 3: Improve traffic signal timings to enhance progressive movement along Hwy 78 and other major thoroughfares.

Objective B: Alternative transportation modes should be available to the residents of the City.

Action 1: Provide designated on and off street bike routes.

Action 2: Provide trails, sidewalks and crosswalks on all arterial and collector streets.

Objective C: Larger vehicles should utilize major transportation routes around the City to minimize negative impact on residential neighborhoods.

Action 1: Downgrade the functional classifications of roads traversing Sachse to discourage their use by larger vehicles.

Action 2: Adopt designated enforceable truck routes.

Action 3: Establish Hazardous Material Routing.

Action 4: Provide better enforcement of traffic regulations, especially for trucks.

Action 5: Provide signage for truck traffic movement through and within the Sachse area.

Of the three above Objectives, Objectives B and C are not entirely applicable; however, Objective A is applicable, specifically the “Action 1” item. The recommendation for this item by staff is largely based on adherence to this item.

The proposed amendment will result in a more centrally located collector road within the undeveloped property on Ranch Road, allowing for improved access, connectivity, and use by future development in the area.

The Planning & Zoning Commission voted unanimously to recommend approval of the ordinance at the August 24, 2015 meeting.

Budgetary Considerations

None

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending Figure 4 -1, Thoroughfare Plan of the Sachse Comprehensive Plan.



Master Thoroughfare Plan Amendment

City Council

September 1, 2015

Overview

- Request
- Applicant Information
- Location Map
- Current Thoroughfare Plan
- Proposed Thoroughfare Plan
- Property Owner Support
- Staff Findings
- Staff Recommendation
- Public Hearing
- City Council consideration

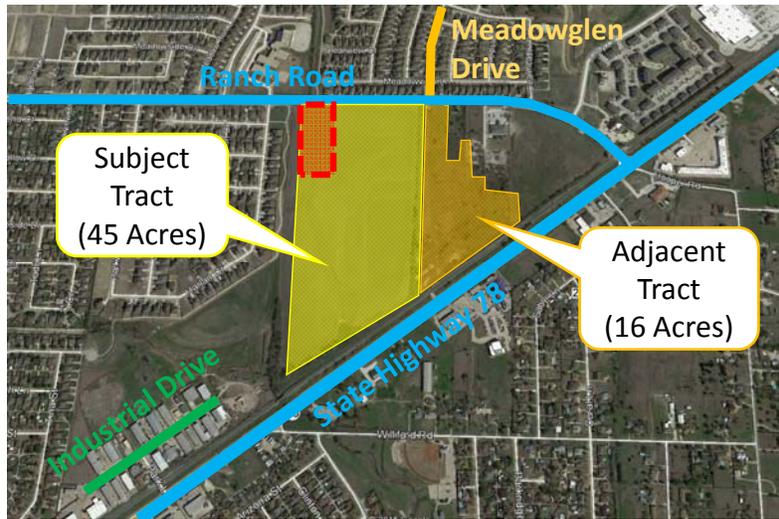
Request

- The request is to conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan.
- The requested amendment to the Master Thoroughfare Plan is to shift a proposed future collector road (36-ft concrete road) to the east, approximately 1,000 feet.
- The proposed future collector road is located between Ranch Road and Industrial Drive.
- The requested amendment does not impact the proposed future connection to the Sachse Industrial Park.

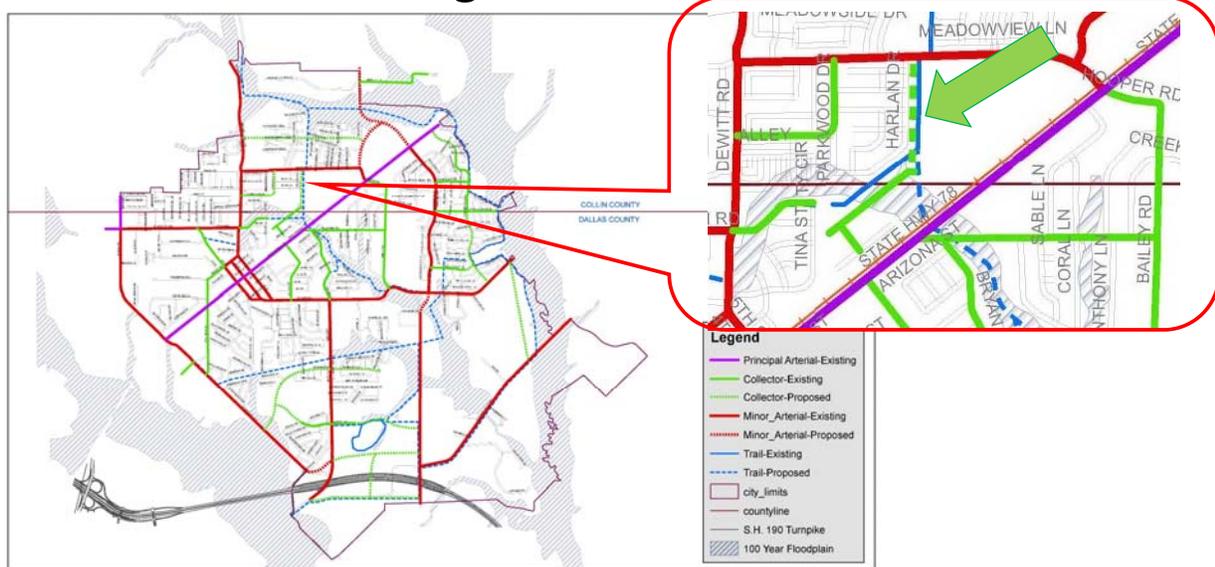
Applicant Information

- The Applicant, Mustang Creek Estates, is seeking to develop a portion of the subject tract.
- The Applicant is seeking to develop a 5 acre (+/-) residential-style assisted living facility on the Subject Tract of land, just east of Parkwood Ranch.
- Assisted Living is an allowed use in the current zoning district (I-1).
- It is anticipated that the Preliminary Plat for the proposed development will be submitted and brought to the Planning & Zoning Commission, and City Council later this year.

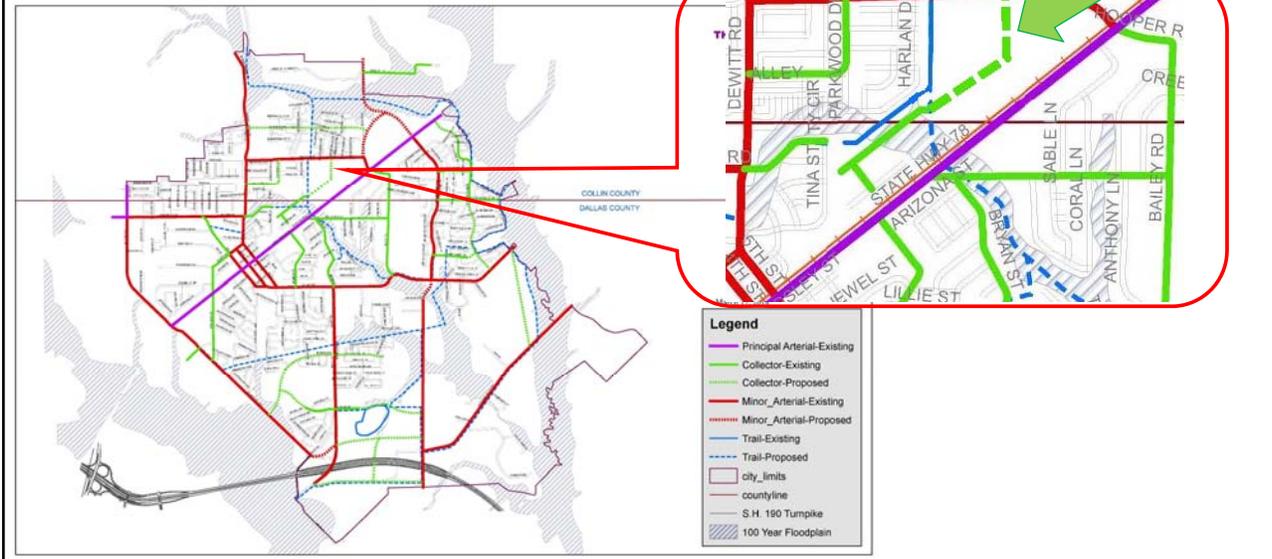
Location Map



Current Thoroughfare Plan



Proposed Thoroughfare Plan



Property Owner Support

- Staff received a letter of support from the property owners of both the Subject Tract and the Adjacent Tract:
 - Subject Tract Owner: Craig Orville Jones and Kibble Jones Hipp
 - Adjacent Tract Owner: 78 Lander Miller, Ltd

Staff Findings

- Ranch Road is currently being widened to a 4-lane divided roadway with a median from Harlan Drive to Clearmeadow Lane. This project will complete Ranch Road as a 4-lane roadway.
- The new medians will somewhat limit access points from westbound traffic to the undeveloped property. Future turn lanes and roads, properly placed along Ranch Road, will provide access to the overall area.
- The proposed Master Thoroughfare Plan Amendment will shift the proposed future collector road to the East approximately 1,000 feet, where it will line up with an existing median break at Meadowglen Drive, eliminating a potential off-set intersection and eliminating a potential median conflict.
- The proposed amendment improves access to the future collector road for a larger portion of undeveloped property in the area.
- **Future Planning and Development of this area may result in further changes to the Master Thoroughfare Plan in the area, as land use and transportation needs are more clearly defined.**

Staff Recommendation

- Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan.

Public Hearing

City Council Consideration

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING FIGURE 4-1, THOROUGHFARE PLAN OF THE SACHSE COMPREHENSIVE PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an effective and efficient transportation system for the movement of people, goods and services is an essential component of a municipality; and,

WHEREAS, thoroughfare planning ensures an adequate transportation system for the future of the community; and,

WHEREAS, the Transportation Section of the Comprehensive Plan, including the Thoroughfare Plan, serves as a general guide for long range growth and development of the community's roadway system; and

WHEREAS, the Thoroughfare Plan must be adapted periodically to new patterns of development and changes in existing or expected conditions; and,

WHEREAS, a potential assisted living development in the vicinity of the area generally described as Ranch Road three hundred feet east of Harlan Drive has been proposed resulting in a need to reassess future thoroughfares within this area.

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

SECTION 1. That Figure 4-1 of the Sachse Comprehensive Plan, the Thoroughfare Plan, is hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 2. That all provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be and the same are hereby repealed.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Plan as a whole.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. . That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2015.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
Interim City Secretary

EXHIBIT "A"

EXHIBIT A
THOROUGHFARE PLAN
 (NEW PROPOSED PLAN)



COLLIN COUNTY
 DALLAS COUNTY

March 17, 2014

Legend

- Principal Arterial-Existing
- Collector-Existing
- - - Collector-Proposed
- Minor_Arterial-Existing
- - - Minor_Arterial-Proposed
- Trail-Existing
- - - Trail-Proposed
- city_limits
- countyline
- S.H. 190 Turnpike
- 100 Year Floodplain

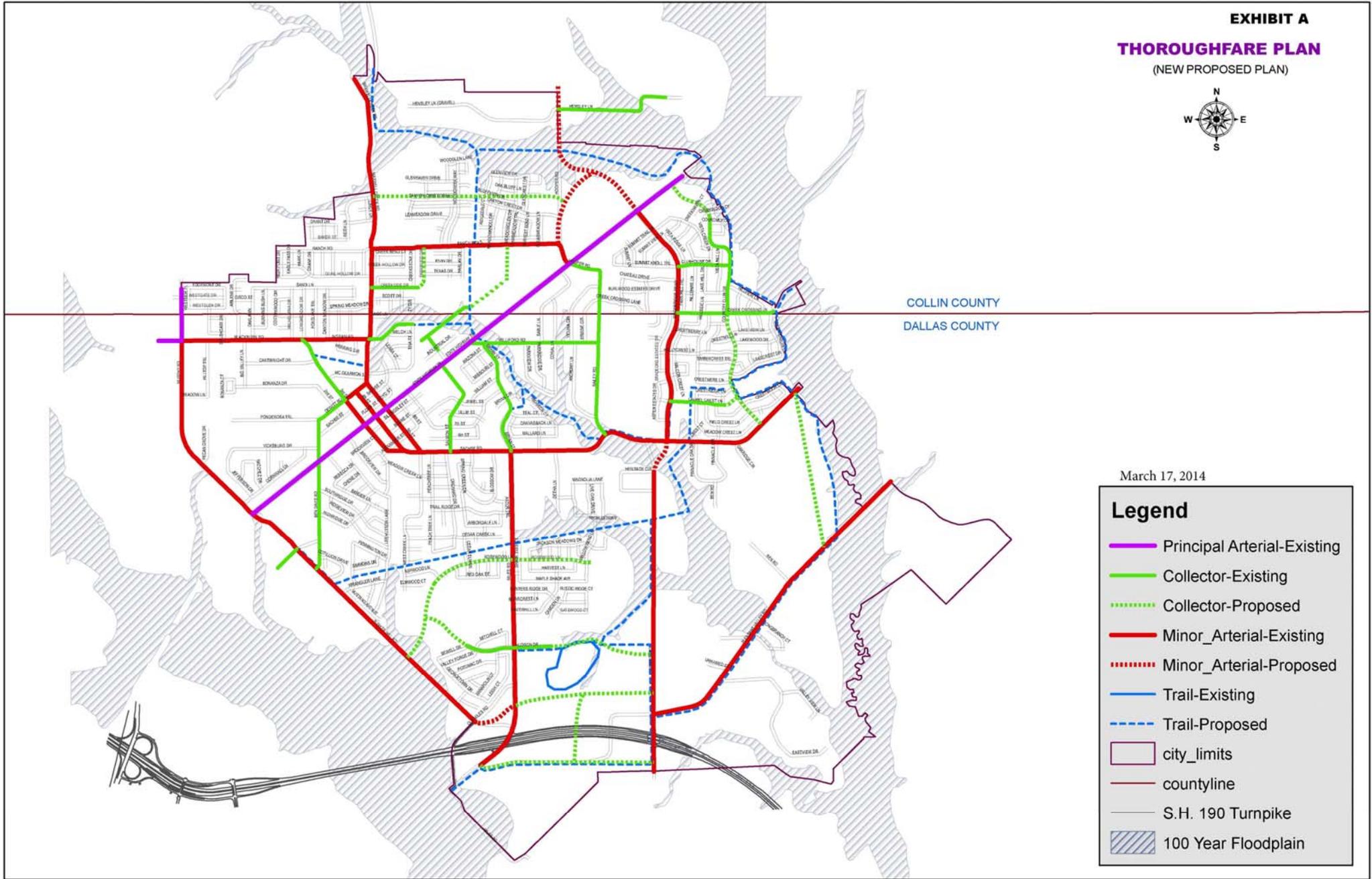


EXHIBIT A

THOROUGHFARE PLAN

(NEW PROPOSED PLAN)



COLLIN COUNTY
DALLAS COUNTY

March 17, 2014

Legend

-  Principal Arterial-Existing
-  Collector-Existing
-  Collector-Proposed
-  Minor_Arterial-Existing
-  Minor_Arterial-Proposed
-  Trail-Existing
-  Trail-Proposed
-  city_limits
-  countyline
-  S.H. 190 Turnpike
-  100 Year Floodplain

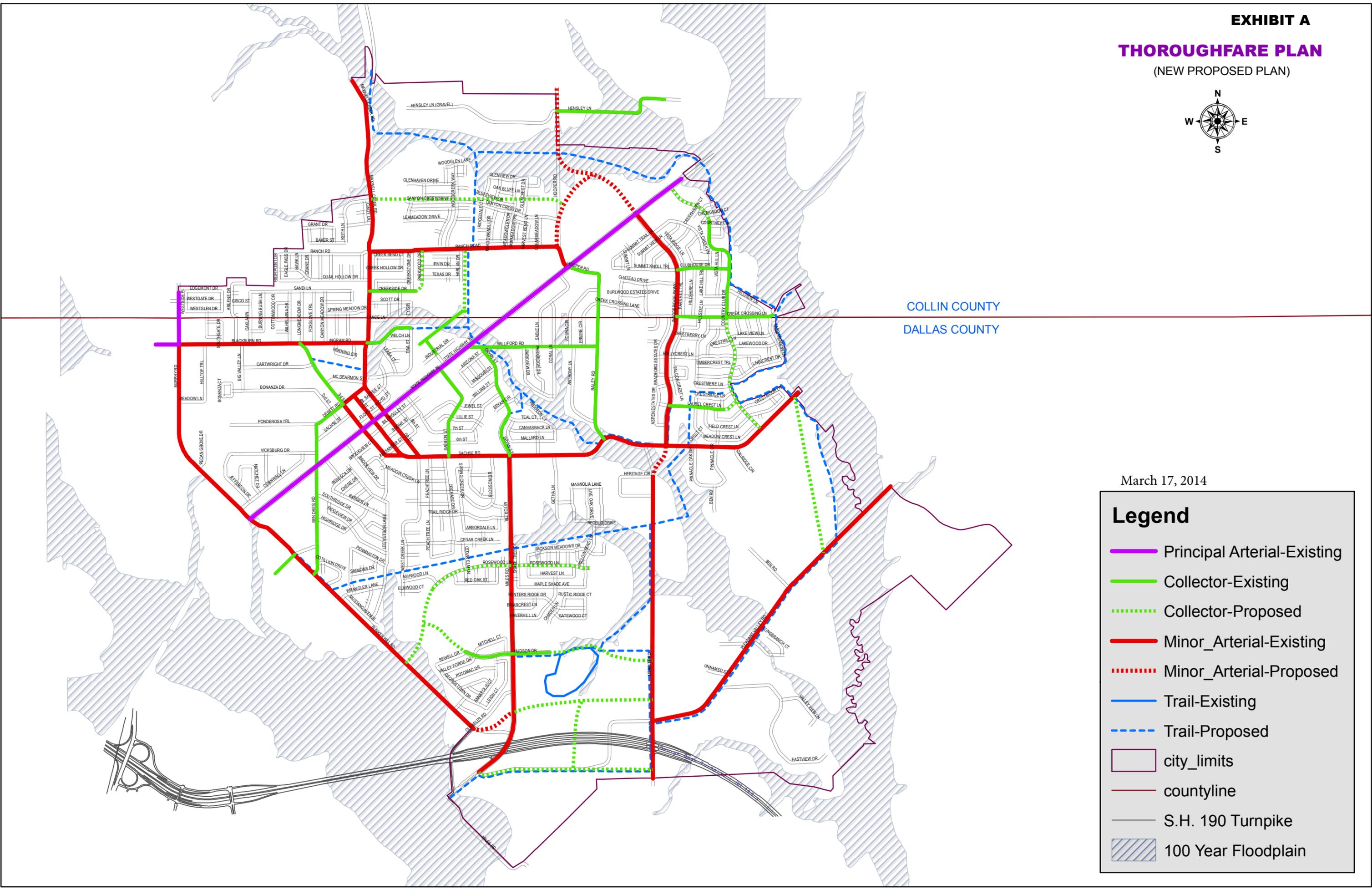


EXHIBIT A
THOROUGHFARE PLAN
 (NEW PROPOSED PLAN)

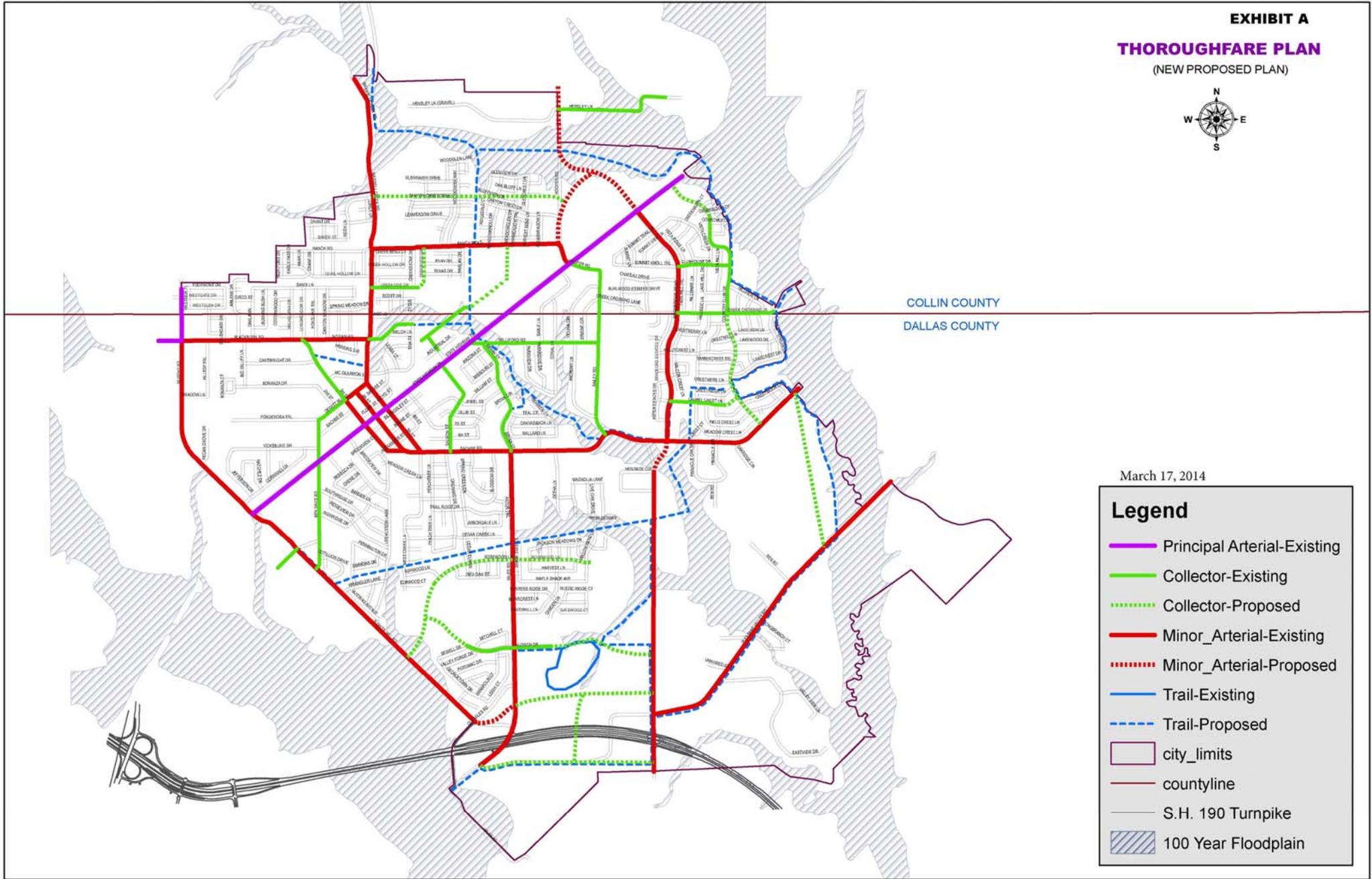


COLLIN COUNTY
 DALLAS COUNTY

March 17, 2014

Legend

- Principal Arterial-Existing
- Collector-Existing
- Collector-Proposed
- Minor_Arterial-Existing
- Minor_Arterial-Proposed
- Trail-Existing
- Trail-Proposed
- city_limits
- countyline
- S.H. 190 Turnpike
- 100 Year Floodplain

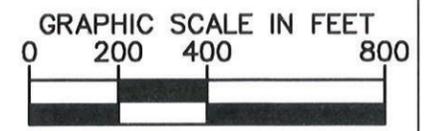


This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Release of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



AUG 04 2015

EXHIBIT A



No.	REVISIONS	DATE	BY

Kimley»Horn
 108 WEST LOUISIANA STREET, MCKINNEY, TX 75069
 PHONE: 469-301-2585
 WWW.KIMLEY-HORN.COM TX F-928

KHA PROJECT
 064476303
 DATE
 07/30/2015
 SCALE AS SHOWN
 DESIGNED BY JEH
 DRAWN BY KKB
 CHECKED BY JEH

MUSTANG CREEK
 SACHSE

LICENSED PROFESSIONAL

 DATE:

PROPOSED
 THOROUGHFARE PLAN
 AMENDMENT

SHEET NUMBER
 1 / 1

Orville Craig Jones
Kibbie Jones Hipp
5825 Dewitt Street
Sachse, TX 75048

August 3, 2015

Greg Peters, P.E.
City Engineer
City of Sachse
3815-B Sachse Road
Sachse, Texas 75048

RE: Thoroughfare Plan Amendment – Collector Road

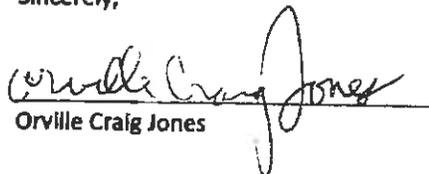
Dear Mr. Peters:

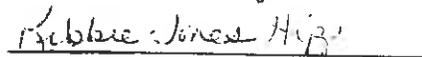
We own approximately 50 acres in the City of Sachse on the south side of Ranch Road. The property is north and west of S.H. 78.

It is our understanding that the Master Thoroughfare Plan of the City of Sachse, Texas currently shows a proposed collector road from Ranch Road to the Sachse Industrial Park, just to the east of the Parkwood Ranch residential subdivision.

As owners of real property on Ranch Road, we are in support of the Master Thoroughfare Plan being amended as shown in the attached exhibit prepared by Kimley-Horn & Associates.

Sincerely,


Orville Craig Jones


Kibbie Jones Hipp



NO.	REVISIONS	DATE	BY

Kimley»Horn
 FOR WEST COAST REGIONAL PLANNING AND DEVELOPMENT DISTRICT
 2000 JENSEN DRIVE, SUITE 100
 FORT WORTH, TEXAS 76104

DATE PROJECT	08/01/2013
DATE	07/26/2013
DATE FOR REVIEW	07/26/2013
DATE FOR APPROVAL	07/26/2013
DATE FOR POSTING	07/26/2013

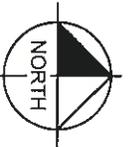
MUSTANG CREEK
SACHSE

THOROUGHFARE PLAN

PROPOSED
THOROUGHFARE PLAN
AMENDMENT

SHEET NUMBER
1 / 1

EXHIBIT A



78 Lander Miller, Ltd.
P.O Box 802736
Dallas, TX 75380

8/3/15

To: Greg Peters, P.E.
City Engineer
City of Sachse
3815-B Sachse Road
Sachse, Texas 75048

Re: Thoroughfare Plan Amendment – Collector Road

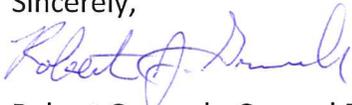
Dear Mr. Peters:

I represent the ownership of real property in the City of Sachse on Ranch Road. The property is 18.2 acres, located between Ranch Rd. to the north and east, and Highway 78 to the south, in Sachse, TX 75048. Please see the attached exhibit.

It is our understanding that the Master Thoroughfare Plan of the City of Sachse, Texas currently shows a proposed collector road from Ranch Road to the Sachse Industrial Park, just to the east of the Parkwood Ranch residential subdivision.

As an owners of real property on Ranch Road, we are in support of the Master Thoroughfare Plan being amended as shown in the attached exhibit prepared by Kimley-Horn & Associates.

Sincerely,



Robert Grunnah, General Partner
78 Lander Miller, Ltd.



Transportation

Sachse Comprehensive Plan

The Transportation Element of the Sachse Comprehensive Plan provides a framework for planning and guiding the rational and orderly development of the area's thoroughfare system, including Expressways, Arterials, Collectors and Local Streets. This element includes a review of previous transportation plans and studies, overview of existing transportation facilities and services, analysis of travel characteristics and development of the thoroughfare system plan for the City of Sachse. It covers the same geographic area, within the city limits, as other elements of the Comprehensive Plan. The planning area boundary is illustrated in **Figure 4-1 - Thoroughfare Plan**.

AUTHORITY FOR PLANNING AND REGULATING THOROUGHFARES

Under the provisions of Article XI, Section 5 of the Texas Constitution and Title 7, Chapter 212 of the Texas Local Government Code, the City of Sachse may require that development plans and subdivision plats must conform to "...the general plan of the municipality and its current and future streets..." and, "...the general plan for extension of the municipality and its roads, streets and public highways within the municipality and its extraterritorial jurisdiction.....". Requirements for right-of-way dedication and construction of street improvements should apply to all subdivision of land within the City's incorporated area.

PREVIOUS PLANS AND STUDIES

There are a number of related plans and studies that address transportation improvement needs for the City of Sachse, Dallas and Collin Counties and the Metroplex, which are being reviewed and considered in the development of the Comprehensive Plan.

- ✦ *Comprehensive Plan Update, 1986 as amended*
- ✦ *North Central Texas Metropolitan Planning Organization Regional Transportation Plan—Mobility 2025*

EXISTING TRANSPORTATION SYSTEM

The development of the Transportation Element for the Comprehensive Plan includes analysis and evaluation of the City of Sachse's existing transportation system. The existing roadway and traffic conditions of the highway and street network have been identified and analyzed to assist in determining long-range needs for thoroughfare system development. Physical conditions of the roadway system and characteristics of existing travel patterns are based upon available information obtained through the City of Sachse, Dallas and Collin Counties, North Central Texas Metropolitan Planning Organization (MPO), Texas Department of Transportation (TxDOT), and other governmental agencies. Other transportation modes, facilities and services have also been identified and analyzed.

Sachse's transportation system is served by three modes: automobile, rail and non-motorized. The automobile travel mode, the predominant mode, is served through a utilitarian roadway network of state highways and local roads and streets. Sachse's solitary state highway is State Highway (SH) 78, which connects northeastern Dallas County with eastern Collin County and Fannin County. Through Sachse, Highway 78 is a four-lane divided facility that traverses the city from southwest to northeast. The remainder of Sachse's roadway network is comprised of local roads and streets. It should be noted that the planned extension of the President George Bush Turnpike (Highway 190) might pass through southern Sachse.

The rail mode in Sachse is accommodated by a track owned by Union Pacific that runs adjacent to SH 78 across the city. Because of its proximity to SH 78, this track contains numerous at-grade crossings. In addition, this track causes a significant geometric constraint where crossing roads intersect SH 78.

Although there are currently few facilities dedicated to the non-motorized travel mode, there is a demand for such facilities. As a result, the city is planning the future construction of a trail system designed to accommodate pedestrians, bicycles, and equestrians.

Major Traffic Generators

The location and character of land uses that generate large numbers of trips have a major influence on traffic volumes and flow patterns. Major traffic generators are identified and considered in reviewing the transportation system and developing the Transportation Element. At this time, there are a number of small local businesses and activities in the area. Since the area is expected to grow in both residential and commercial developments, future major traffic generators in the area may include the industrial park, the new Sachse High School and the eventual commercial development near the proposed turnpike.

THOROUGHFARE PLAN

Thoroughfare System Planning is the process used by cities and other governmental entities to assure development of the most efficient and appropriate street system to meet existing and future travel needs. The purpose is to ensure orderly and progressive development of the streets to serve mobility and access needs of the public. Thoroughfare planning is interrelated with other components of comprehensive planning and urban development such as land use, housing, environment and public utilities.

It is a common misconception that a Thoroughfare Plan is a blueprint for capital improvements, that once a street or road is shown on a Thoroughfare Plan, it must be improved to the minimum standards shown on the Plan. However, this is not the purpose of a Thoroughfare

Plan. Its purpose is to identify how streets and roads operate and are intended to operate, to provide guidance to local officials and property owners in the decision making process and to help ensure the construction of a logical, complete and functional roadway network. Through the use of typical cross-sections defined for each functional classification, the Thoroughfare Plan provides a uniform and consistent design for all new or improved roadway facilities, which helps provide guidance to motorists with respect to utility, speed and land use. While the Thoroughfare Plan does not identify who is responsible for funding and/or building proposed thoroughfare improvement, including new roadways, it shall be considered to be standard operating procedure that **developers are responsible for constructing and/or improving that portion of all roadways within or adjacent to their development, regardless of functional classification.** While the Thoroughfare Plan does identify how streets and roads are intended to operate, it **does not mandate that an existing functionally classified street or road must be improved to the specifications shown**, except where adjacent to or traversing a new development. In other words, just because an existing street or road is shown as a particular functional classification does not mean it must be improved to conform to the cross-section shown for that particular classification where it is not adjacent to or traversing a new development.

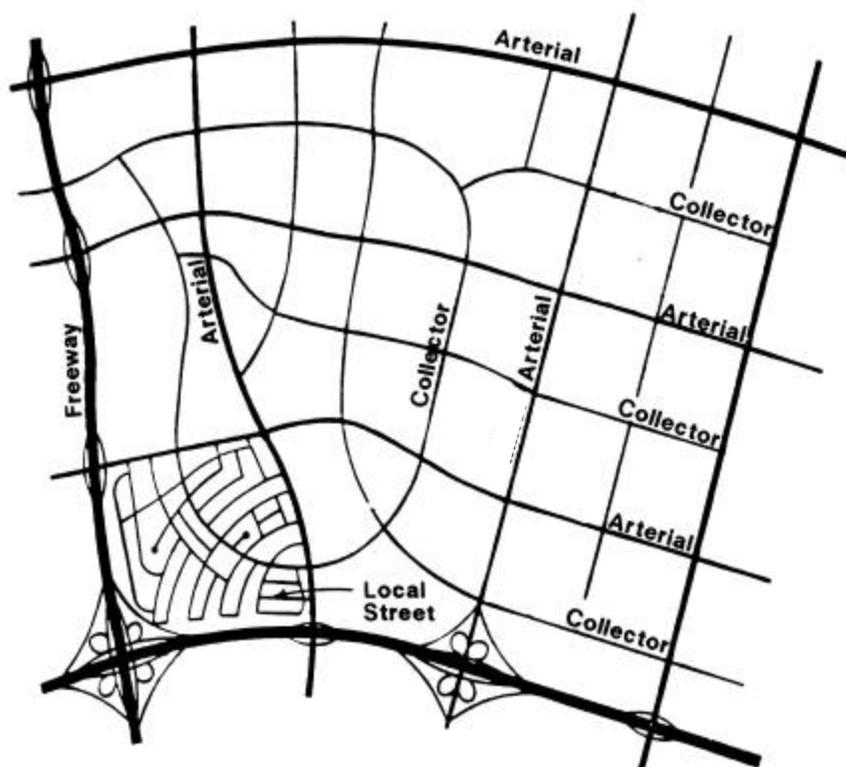
A Thoroughfare Plan is just that, a plan. It is important to recognize that the alignments shown for proposed facilities represent desired corridors and are merely illustrative. In other words, the alignments shown are general alignments. Because of geographical and other constraints, actual alignments may vary. The approximate alignments and right-of-way requirements for planned thoroughfares shown on the Plan should be considered in platting of subdivisions, right-of-way dedication and construction of major roadways.

The Sachse Thoroughfare Plan classifies every road and street within the corporate limits into one of five categories (listed from highest functional classification to lowest): Tollway, Principal Arterial, Minor Arterial, Collector and Local Street. The Sachse Thoroughfare Plan is represented graphically in **Figure 4-1 - Thoroughfare Plan**. While the Plan does show future alignments for those facilities assigned a functional classification of Collector or higher, it does not show future alignments for new Local Streets, because these streets function principally to provide access to adjacent land and their future alignments may vary depending upon specific development plans. Local Street alignments should be determined by the City, in cooperation with developers, as part of all planning for new development.

FUNCTIONAL CLASSIFICATION OF THOROUGHFARES

Thoroughfares are grouped into functional classes according to the type of service they are intended to provide. Thoroughfares are classified according to their functional role in terms of *movement* and *access*. The higher classifications emphasize movement over access, while the lower classifications emphasize access over movement. The functional classification of a thoroughfare normally does not change as traffic increases and improvements are made unless the intended use of that roadway changes. Functional classification is not necessarily related to the number of lanes, although higher classes tend to be multi-lane roadways. However, two-lane roadways can and do function as Principal Arterials in many areas. A graphical representation of the functional classification hierarchy is shown in **Figure 4-2 - Relationship of Functional Classes**.

FIGURE 4-2
RELATIONSHIP OF FUNCTIONAL CLASSES



Source: Wilbur Smith Associates

FUNCTIONAL CLASSIFICATIONS

As stated previously, each of Sachse's streets and roads, existing and future, has been assigned one of the following classifications: Tollway, Principal Arterial, Minor Arterial, Collector and Local Street, with the Tollway being the highest classification, and the Local Street the lowest.

Tollways and Freeways are devoted entirely to traffic movement with little or no direct land service function. They are multi-lane divided highways with full access control, meaning that all intersections are grade separated and the main lanes provide no direct access to adjoining properties. Full access control is what distinguishes a Tollway or a Freeway from other classes of roadways. Tollways and Freeways serve large volumes of high-speed traffic and are primarily intended to serve long trips, including both vehicles entering and leaving the urban area, as well as major circulation movements within the urban area. In the Sachse area, currently no roadway facilities function as a tollway or a freeway, although the future extension of the President George Bush Turnpike (the extension of Highway 190) will pass through extreme southern Sachse. For Tollway and Freeway facilities with frontage roads, the main lanes are typically classified separately from the frontage roads, with the frontage roads being assigned a lower Arterial designation.

Principal Arterials are streets and highways that provide a high degree of mobility, serve relatively high traffic volumes, have high operational speeds and serve a significant portion of through-travel or long-distance trips. Freeways and Principal Arterials together typically accommodate about 30 to 40 percent of a region's travel on 5 to 10 percent of the total roadway network. Principal Arterials serve as primary routes through a region and between regions. They are continuous over long distances (greater than five miles) and accommodate both intraregional and interregional travel. These facilities generally serve high-volume travel corridors that connect major generators of traffic, such as the central business district, other large employment centers, suburban commercial centers, industrial centers, major residential communities and other major activity centers within the urban area. Highway 78 and Murphy Road north of Blackburn Road are classified as Principal Arterials and shown in purple on the Thoroughfare Plan.

Principal Arterials typically operate between 40 to 55 MPH. In order to expedite the movement of traffic, access to adjacent properties is restricted, on-street parking is prohibited and signals are spaced at not less than ½ mile intervals and are typically limited to only those intersections where the intersecting street is of a classification of Minor Arterial. Where two Principal Arterials intersect, a grade separation should be used. At an interchange of a Principal Arterial and a Tollway or Freeway, a cloverleaf or similar indirect ramping system is desirable to

minimize the impedance of through-traffic. Where intersections on Principal Arterials are installed, they are typically designed to limit speed differentials between turning vehicles and other traffic to no more than 10 to 15 MPH.

Minor Arterials are similar in function to Principal Arterials, except that their primary function is to accommodate only intraregional mobility. Minor Arterials are from one to five miles in length, operate at lower speeds (30 to 40 MPH), and provide more direct access to adjacent properties and the local street network. Signals and driveways are more frequent on Minor Arterials, with signals every block in heavily urbanized districts. Unlike Regional Arterials, on-street parking is permitted on Minor Arterials. Minor Arterials that are currently in use (or will be designated) include Maxwell Creek, Blackburn/Ingram, Ranch, Sachse, Merritt and Miles (south of Sachse Road, Pleasant Valley and Bunker Hill Roads and Wood Bridge Parkway. They are shown in red on the Thoroughfare Plan.

Principal and Minor Arterials are generally spaced at one mile intervals in an alternating grid pattern. The integrated system formed by Principal Arterials and Minor Arterials typically includes 15 to 25 percent of the total roadway network and serves 40 to 60 percent of total motor vehicle travel in the area.

Collectors are the connectors between Arterials and Local Streets, which serve to collect traffic and distribute it to the Arterial network. Collectors also serve to provide direct access to a wide variety of residential, commercial and other land uses, and their design involves site-specific considerations. They provide direct service to neighborhoods and other local areas, and may border or traverse neighborhood boundaries. Parking is generally permitted on Collectors. Sachse' Collectors are Clubhouse, Hooper, Bailey, Miles (north of Sachse Road), Salmon, Industrial and Ben Davis Roads. They are shown in green on the Thoroughfare Plan.

Since Collectors are used for short distance trips between Local Streets and Arterials, they should be continuous in the spaces between Arterials. However, Collectors should never be more than a mile in length and should not extend across an Arterial, as such an extension will promote the misuse of the Collector as an Arterial. To provide efficient traffic circulation and preserve amenities of neighborhoods, Collectors should desirably be spaced at about one-quarter to one-half mile intervals. Subdivision street layout plans should include Collectors as well as Local Streets in order to provide efficient traffic access and circulation.

Since Collectors generally carry higher traffic volumes than Local Streets, they require a wider roadway cross section. A Collector should be designed to accommodate two travel lanes and two parking lanes. A Collector should never be designed to accommodate more than two travel

lanes throughout its length, as such a design will encourage the misuse of the Collector as an Arterial. A Collector should be designed for an operating speed of 30 MPH. Collectors typically make up about 5 to 10 percent of the total street system.

Collectors serve an important role in collecting and distributing traffic between Arterials and Local Streets. Their identification is essential in planning and managing traffic ingress/egress and movement within residential neighborhoods as well as commercial and industrial areas. Existing Collectors are delineated on the Thoroughfare Plan and planned new Collectors are shown as general alignments that should be considered and incorporated in subdivision platting and development planning.

Local Streets include all other streets and roads that are not included in higher classes. They include internal and access streets that allow direct access to residential and commercial properties and similar traffic destinations. Direct access to abutting land is their primary role, for all traffic originates from or is destined to abutting land. Through-traffic and excessive speeds should be discouraged by using appropriate geometric designs, traffic control devices, curvilinear alignments and discontinuous streets. On-street parking is generally permitted. Trip lengths on Local Streets are short, volumes are low and speeds are slow, typically 25-30 MPH. A typical local street can accommodate one travel lane and two parking lanes, although narrower cross-sections are acceptable. Local Streets typically comprise about 65 to 80 percent of the total street system in urban areas. Local streets are shown in black on the Thoroughfare Plan.

TRANSPORTATION GOAL, OBJECTIVES AND ACTIONS:

The Transportation Goal, with its Objectives and Actions form the basis of the transportation plan. They serve as a framework for guiding future transportation growth and improvements within the City of Sachse. For the Sachse Transportation Element these are based upon input from the Steering Committee as well as from comments received from residents at a community meeting held in May 2000. Also taken into consideration were the goals and objectives from the previous plans. The Transportation Plan is based upon the following goal, objectives and actions:

Transportation Goal: *Provide access to neighborhoods and businesses while serving overall mobility needs of residents and businesses.*

Objective A: Ensure the road system in the City provides appropriate access for residents while discouraging commercial traffic in neighborhoods.

Action 1: Use the Thoroughfare Plan to determine where arterial and collector streets are needed in new residential and commercial developments.

Action 2: Use city funds on streets to benefit the community as a whole.

Action 3: Improve traffic signal timings to enhance progressive movement along Hwy 78 and other major thoroughfares.

Objective B: Alternative transportation modes should be available to the residents of the City.

Action 1: Provide designated on and off street bike routes.

Action 2: Provide trails, sidewalks and crosswalks on all arterial and collector streets.

Objective C: Larger vehicles should utilize major transportation routes around the City to minimize negative impact on residential neighborhoods.

Action 1: Downgrade the functional classifications of roads traversing Sachse to discourage their use by larger vehicles.

Action 2: Adopt designated enforceable truck routes.

Action 3: Establish Hazardous Material Routing.

Action 4: Provide better enforcement of traffic regulations, especially for trucks.

Action 5: Provide signage for truck traffic movement through and within the Sachse area.

IMPLEMENTATION OF THE THOROUGHFARE PLAN

Implementation of thoroughfare system improvements occurs in stages over time as the City grows and, over many years, builds toward the ultimate thoroughfare system shown in the Thoroughfare Plan. The fact that a planned thoroughfare is shown in the plan does not represent a commitment to a specific time frame for construction, nor that the City will build the roadway improvement. Individual thoroughfare improvements may be constructed by a variety of implementing agencies including the City of Sachse, Dallas and Collin Counties and Texas Department of Transportation (TxDOT), as well as private developers and land owners for sections of roadways located within or adjacent to their property.

The City of Sachse, Dallas and Collin Counties, TxDOT, as well as residents, land owners and developers, can utilize the Thoroughfare Plan in making decisions relating to the planning, coordination and programming of future development and transportation improvements. Review by the City of preliminary and final plats for proposed subdivisions in accordance with the Subdivision Ordinance should include consideration of compliance with the Thoroughfare Plan, in order to ensure consistency and availability of sufficient right-of-way for the general roadway alignments shown in the plan. By identifying thoroughfare locations where right-of-way is needed, land owners and developers can consider the roadways in their subdivision planning, dedication of public right-of-way and provision of set backs for new buildings, utility

lines, and other improvements located along the rights-of-way for existing and planned thoroughfares.

The Thoroughfare Plan will have long reaching effects on the growth and development in the Sachse area, since it guides the reservation of rights-of-way needed for future thoroughfare improvements. The plan has important influence on the pattern of movement and the desirability of areas as locations for development and land use. While other elements of the Comprehensive Plan look at foreseeable changes and needs over a 20-year period, thoroughfare planning requires an even longer-range perspective extending into the very long-term future. Future changes in transportation technology, cost structure, service demands for the transportation system and resulting long-term shifts in urban growth and development patterns require a farsighted and visionary approach to thoroughfare planning decisions.

PLAN AMENDMENT PROCESS

It will be necessary to periodically consider and adopt proposed amendments to the Thoroughfare Plan to reflect changing conditions and new needs for thoroughfare system improvement and development. A systematic procedure should be followed for making plan amendments, including a set schedule for annually inviting and considering proposed changes.

The process for amending the Thoroughfare Plan should be established in the City's Subdivision Ordinance. Typically, plan amendment requests may originate from landowners, civic groups, neighborhood associations, developers, other governmental agencies, City staff, and other interested parties. Proposed revisions should be analyzed by the Planning and Development Department, Public Works Director, City Engineer and other City staff and the proposed changes and staff recommendations should then be considered by the Planning and Zoning Commission. The Planning and Zoning Commission should conduct a public hearing on proposed plan amendments, including required 15-day public notice in advance of the hearing. Proposed amendments should be considered in a fair, reasonable and open process. The burden for proving compelling reasons for and public benefit of any proposed changes should rest with the requesting parties. Decisions and determinations should represent the best interests of the public.

The revised Thoroughfare Plan, including any approved plan amendments, should be adopted by the Planning and Zoning Commission and submitted by the Commission for adoption by the City Council. The amended plan becomes effective upon adoption by the City Council.



Legislation Details (With Text)

File #:	15-2945	Version:	1	Name:	Resolution 3M RFID system
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/4/2015	In control:		In control:	City Council
On agenda:	9/1/2015	Final action:		Final action:	
Title:	Consider a resolution approving an Interlocal Agreement with League City to offer purchase authorization for the Radio Frequency Identification system (RFID).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation RFID Scope of Work Resolution and Interlocal Agreement				

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

Title

Consider a resolution approving an Interlocal Agreement with League City to offer purchase authorization for the Radio Frequency Identification system (RFID).

Executive Summary

Resolution providing for the authorization for the City of Sachse to enter into an agreement with League City to purchase the 3M Radio Frequency Identification System (RFID) and authorizing the City Manager to execute the Agreement on behalf of the City of Sachse, Texas.

Background

Upgrading the Library's security system to RFID was submitted to the City Council for consideration of funding through the Campus Bond Program. The City Council approved the RFID project on May 18, 2015. The RFID system will allow citizens to checkout their own materials, provide a security system, and an accurate gate counter for the library. The system will improve efficiency with circulation of materials and inventory. Ongoing annual maintenance costs will start in October 2016 (FY 16-17) with an estimated cost of \$8,700 annually.

On June 1, 2015, the City Council authorized the purchase of the Radio Frequency Identification System through Alpha Data Corporation under Txmas contract #TXMAS 6-70030, in the amount of \$80,284.36. This contract cannot be used because 3M has cancelled their agreement with Alpha Data. The interlocal agreement between the City of Sachse and League City will provide the authorization necessary to purchase the RFID system. The new resolution will revoke the previous Resolution 3672 that the City Council

approved on June 1, 2015.

Policy Considerations

The acquisition of the RFID System will be secured through an interlocal agreement with League City. Therefore, all competitive bidding requirements of Chapter 252 of the Local Government Code are satisfied.

Budgetary Considerations

This project will be funded through the campus bond program. Ongoing annual maintenance costs will start in October 2016 (FY 16-17) with an estimated cost of \$8,700 annually.

Staff Recommendations

Approve an interlocal agreement with League City to allow the purchase of the Radio Frequency Identification System (RFID).

SACHSE PUBLIC LIBRARY

RFID PURCHASE



RFID PURCHASE TIMELINE

- Council approved funds to purchase RFID on May 18, 2015
- Resolution 3642 was approved by Council on June 1, 2015 to purchase RFID through Alpha Data Corporation through Txmas contract 6-70030.
- 3M cancelled the supplier relationship with Alpha Data
- Researched other purchasing options
- Coordinated with League City to do an Interlocal Agreement
- Interlocal Agreement approved by League City on August 25, 2015



Next Steps

- Staff recommends approval of the Interlocal agreement with League City to purchase RFID at no additional cost.
- RFID will be installed and operational in Fall 2015.



The statement of work is per the 3M Library Systems Quote dated 3/27/15

3M will provide Sachse Public Library with the products listed in the above referenced quote including products, set-up and configuration (if applicable), training and tagging services.

Tagging Services Deliverables:

Our work plan includes assignment of an onsite project manager who will work with the 3M project team, as well as Sachse Library staff to achieve your RFID conversion goals – all while trying to minimize disruptions to library operations. Our plan consists of tagging 40 hours per week, with a work week of Monday through Friday. Work hours will be 8:00 am to 4:30 pm. Our plan includes utilizing a single 3M Conversion Stations (3M provided) and library purchased 3M RFID Staff Workstations as needed. Tagging processes using our conversion station will be done in teams of two. 3M Library Systems' authorized service provider DecisionOne will provide both the onsite management and labor for converting your collection with overall responsibility and oversight provided by 3M.

Our RFID conversion will consist of the following:

- Program and apply tag(s) per the agreed tag data format and methodology provided by 3M for tag placement.
- Double tag all existing AV items by placing one square tag on the AV case and a second full disc/hub tag on the media itself as decided by the library
- Accurate logging of items tagged by type.

A plan will be mapped out and followed to ensure collection is completely converted. Conversion will consist of programming apply tag(s) as agreed upon according to methodology provided by 3M for tag placement. Most of the tagging will be done in the stacks. In some areas it may be decided that tagging in nearby areas are more appropriate. Returns will also be tagged as they come in. The onsite project manager will meet with your project lead from and library and staff to understand their concerns, any issues with space and electrical needs. From feedback from this meeting and library site assessment, the team lead will develop a plan for conversion. Although we have many instances of tagging at 450-500 items per hour, the proposed plan uses lower estimates to account for breaks, issues, movement of equipment and ramp-up. This plan will be updated and refined when contract is awarded as well as during the conversion phase when needed.

Project Timeframe

The estimated time to complete the project is three to four weeks. The conversion process will start delivery of the equipment. At this time the on-site manager will work with technicians to set-up equipment and train temporary staff hired for this project. Once training is concluded (1-2) days, tagging will begin and should be concluded in a four week time-frame. A more defined timeline will be developed upon discussions with Sachse Public Library staff to access considerations such as: facility issues, events planned at the library, or other issues that may affect timeline.

Project Workflow

The onsite project manager will work with Library personnel to determine the best workflow for the project. The library will provide the project manager input as to materials to be tagged, decisions on different material types. The various sections of the library and the type of media to be tagged, heavy patron activity in each section are all factors determining workflow.

- Project manager will provide direction to personnel regarding items to be tagged, plan for each day, monitor the activities and assure quality.

- Staff Stations (purchased by the library as part of their implementation) will be used in the returned book area and the returned books tagged each morning. It will be the responsibility of Library personnel to re-shelve the returned books that were tagged.
- The equipment will also need to be stored at a designated location within the library premises when the tagging equipment is not being used.

Tagging Personnel

Tagging personnel will be assigned specifically to the Sachse Library tagging project. Training for the tagging staff will take place at the library. Working primarily in teams of two, personnel would be assigned to conversion station or staff stations. Each team member would be responsible for:

- Removal of items from the shelf and returning to the correct location.
- Identifying and put aside materials that may be damaged or other issues.
- Scanning, programming and applying the RFID tag according to specification.
- Loading/unloading tags and general workstation operation and maintenance.
- Operation of equipment according to procedures and moving conversion station to a secured location at the end of the day.

Project Work Hours

Tagging employees will be on site and tagging from 8 am until 5 pm, Monday through Friday with a one hour lunch break unless otherwise specified by Sachse Library. The 8 hour workday can be shifted based on the needs of the library and the hours of the library staff. 40 hours per week of tagging is desirable to maintain project progress and efficiency.

Space, Furniture, & Equipment Required

The project team will provide all equipment needed. The library may have to provide extension cords depending upon where outlets are located. In addition one or more of the staff stations the library will be purchasing may need to be set up.

In addition, a room will need to be provided for training as well as setting up and configuring conversion station. We also ask you to provide a place to store the conversion stations when they are not being used.

RFID Deliverables:

3M will deliver to Sachse Public Library:

RFID tags (book and full disc).

Four (4) Staff Work Stations, Model 895

Two (2) 3M SelfCheck™ R-Series, Desktop Components

Two (2) 3M RFID Detection System, Model 9102 Direct Mount

Command Center, for 9100 Detection.

One (1) Digital Library Assistant (DLA)

Specifications for servers, workstations, and peripherals

The L10000 series need to support electrical and data drops to the selected devices and detection systems.

Configuration for 3M Pad Station Workstation

Operating System	Windows XP® Professional, SP2 or SP3	Windows Vista® Business or higher, SP1 And Windows 7
Processor	800 MHz (minimum)	1 GHz (minimum), 32-bit (x86)
RAM	128 MB (minimum) 512 MB (recommended)	1 GB (minimum)
Hard drive	Minimum 40 GB hard disk (to 100 MB space reserved for logs and statistics files)	Minimum 40 GB hard disk (to 100 MB space reserved for logs and statistics files)
Monitor	Minimum SVGA 800 x 600 (256 color) Recommended VGA 1024 x 68 (32-bit color)	DirectXR 9 support (WDDM driver), 128 MB graphics memory (minimum), Pixel Shader 2.0 (minimum), 32-bit color
Media	Recommended CD or DVD drive	Recommended CD or DVD drive
Sound card and speakers	Line-out sound card recommended but not required	Line-out sound card recommended but not required
Serial port	Recommended for configuration server-side serial barcode scanner	Recommended for configuration server-side serial barcode scanner
USB ports	Recommended for USB-connected components such as 3M RFID readers, printers, CF card readers, barcode readers, etc. If necessary, use a USB device.	Recommended for USB-connected components such as 3M RFID readers, printers, CF card readers, barcode readers, etc. If necessary, use a USB device.

The 3M Command Center has the specifications:

General requirements:

- The server or PC can be physical or virtual and support either Windows™ Server 2008, Windows Server 2003 R2, or Windows 7.
- IIS must be installed and ASP.NET 2.0 web traffic must be allowed.
- SQL Server 2005 (Express, Standard or Enterprise) or SQL Server 2008 with mixed mode authentication (Windows authentication and SQL Server authentication mode) must be available, and Microsoft .NET Framework 4.0 must be installed. The installation disk provides SQL Express 2005. If one of the preceding options is not already available, SQL Express 2005 should be installed prior to installation. Note that SQL Express is not recommended for customers with more than 25 nodes.

Hardware requirements:

Duo core processor or better, minimum 2GB ram, and at least 20 GB of available disk space.

- The software can run on any of the following operating systems
- Microsoft Windows Server 2008
- Microsoft Windows Server 2003
- Microsoft Windows Vista SP1

ILS Integration

3M's Selfcheck™ Systems connect through your network to your ILS via SIP, SIP2 or NCIP standards. A SIP connection is required for each SelfCheck™ System and Detection System to enable Item ID on the Detection System.

The 3M Model 895 Staff Workstation is designed to install on your existing staff workstations and will work with your barcode scanners and receipt printers.

The Staff Workstation comes with staff workstation software for reading RFID tags when checking items in or out, and it also allows you to read tags and change the security status on the tag. The 3M Conversion Software is also included which will allow programming and re-programming tags.

Training

3M's training model is the "Train the Trainer" approach. We have found this model very successfully used in both single branch implementations such as yours as well as complex implementations. Because our interfaces are so intuitive, staff as well as patrons, find use of our products is extremely easy. We have a first time user success of more than 90%. With matching components and interfaces, patrons will easily be able to use all components at any branch.

SelfCheck™ System

3M provides training in two sessions, one for Admin/IT Staff, as stated above, and one for general staff. The admin/IT portion, we will do training on the SelfCheck™ System with a focus on the admin software and troubleshooting. We will cover the patron usage of the device and basic functionality but with a focus on how to make changes in the workflow, making theme changes, messaging, reporting, etc. Prior to this training we will be conducting a software preview session so that staff will have many of the configuration options decided on prior to installation.

We will also conduct a second session to train key staff on the basic functionality of each product. On the SelfCheck™ System portion, we will cover patron usage and best practices for staff interaction. Topics covered during SelfCheck™ System training include:

- Basic Setup Tabs
- Advanced Setup Tabs for Administrative Users
- Financial Administration

Training is done onsite by the installing technician and can be for as many staff members as required. Training typically takes one to two hours depending on the product and the number of library staff involved.

Command Center

The Command Center training session will involve us helping staff with any set up issues they may have incurred. This is generally held as a webinar after the library has installed the software and has the equipment up and running. We will walk through the status and reporting functions with an emphasis on how to generate reports for the detection systems.

The 3M Command Center software training is done remotely using a web conference after the software is installed and in operation (2 hours or less).

Digital Library Assistant (DLA)

Training for the Digital Library Assistant (DLA) is done after the library has the collection tagged, and is ready to start using the DLA. Training for the DLA is done in two parts. The Digital Data Manager Software training is done remotely using a web conference (2-3 hours), and the DLA training is done onsite by a 3M trainer or your local Sales Representative (about 2 hours per session).

In addition, training can be provided at any time in the future as required by the library. A 3M Trainer or our Software Support Team can schedule webcast training sessions or onsite training can be provided. Our website also offers training videos and tools.

Documentation

User manuals and operation manuals are provided with the equipment and used during training. Many of our products also have online training available on the 3M web site www.3M.com/library. The manuals are updated as needed with product changes which are typically every six months or so depending on the product.

Each product will come with the following documentation:

- Digital Library Assistant User Guide and Owner's Manual
- Digital Data Manager Installation and User Guide
- Staff Workstation Administrator Guide, Staff Guide, Owner's Manual, and Site Planning Guide
- SelfCheck™ System Site Planning Guide, Owner's Manual, and User Guide
- Detection System Owner's Manual and Contractors Package
- Detection System Model 9100 Software Installation Guide
- 3M Command Center for 9100 Installation Guide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND LEAGUE CITY, TEXAS; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

WHEREAS, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between League City and the City of Sachse which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

SECTION 1. The City Council authorizes the City Manager to execute the Interlocal Cooperative Purchasing Agreement, attached hereto as Exhibit "A," with League City.

SECTION 2. Resolution No. 3672 is hereby repealed.

SECTION 3. Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, Interim City Secretary

EXHIBIT "A"
INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

STATE OF TEXAS §
§ **INTERLOCAL COOPERATIVE**
§ **PURCHASING AGREEMENT**
COUNTY OF GALVESTON §

This Interlocal Cooperative Purchasing Agreement (the "Agreement") is by and between the City of Sachse, Texas ("Sachse"), and the City of League City, Texas ("League City"), (individually as the "Party" or collectively as the "Parties"), acting by and through their authorized officers.

RECITALS:

WHEREAS, both Sachse and League City have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Sachse and League City are authorized by Section 271.102 of the Texas Local Government Code to pursue mutually beneficial and cooperative purchasing programs;

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, Sachse and League City agree as follows:

Article I
Purpose

The purpose of this Agreement is to provide Sachse and League City with additional purchasing options by satisfying the provisions of Section 271.102 of the Texas Local Government Code.

Article II
Term

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

Article III
Termination

This Agreement may be terminated by either Party, without cause or penalty, upon not less than thirty (30) days' written notice to the other Party.

**Article IV
Purchasing**

4.1 The Parties agree that each Party shall respectively designate a person to act under the direction of, and on behalf of, the designating Party (the “Designated Representative”).

4.2 At the request of the other Party, the Party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other Party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

4.3 Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all costs of enforcement.

**Article V
Miscellaneous**

5.1 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following address:

If intended for City of Sachse:

City of Sachse
Attn: City Manager
3815 Sachse Road
Sachse, Texas 75048

With copy(ies) to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for City of League City:

City of League City
Attn: City Manager
300 West Walker
League City, Texas 77573

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

5.2 **Compliance with Federal, State and Local Laws.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

5.3 **Construction.** The Parties acknowledge that each Party and, if it has so chosen, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

5.4 **Governing Law.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Galveston County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 **Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

5.6 **Party's Obligations.** Execution of this Agreement does not obligate Sachse or League City to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

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

5.8 **Authority to Enter Agreement.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

City of Sachse Signature Page

SIGNED AND AGREED this _____ day of _____, 2015.

CITY OF SACHSE

By: _____
Gina Nash, City Manager

ATTEST:

Michelle Lewis Sirianni, Interim City Secretary

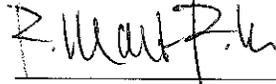
APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(07-23-15/72641)

League City Signature Page

SIGNED AND AGREED this 26th day of August, 2015.

CITY OF LEAGUE CITY

By: 
Mark Rohr, City Manager


ATTEST:

Diana Stapp, City Secretary

APPROVED AS TO FORM:


Nghiem Doan, City Attorney



Legislation Details (With Text)

File #:	15-2980	Version:	1	Name:	Consider a Resolution nominating a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District.
Type:	Agenda Item	Status:			Agenda Ready
File created:	8/21/2015	In control:			City Council
On agenda:	9/1/2015	Final action:			
Title:	Consider a resolution nominating a candidate as a member of the Board of Directors of the Dallas Central Appraisal District.				

Sponsors:

Indexes:

Code sections:

Attachments: [DCAD Information](#)
[Resolution](#)

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

Title

Consider a resolution nominating a candidate as a member of the Board of Directors of the Dallas Central Appraisal District.

Executive Summary

The City of Sachse has a right to nominate by official Resolution one (1) candidate as the fourth member to the Board.

Background

Every two years, in odd numbered years, each of the incorporated cities and towns shall have a right to nominate a candidate for the Board of Directors. In years past, the City has nominated and or voted for Mr. Michael Hurtt. Mr. Hurtt currently serves on the 2015 DCAD Board of Directors representing the suburban cities and has the support of several of the larger suburban cities.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve a resolution nominating a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District.



**Dallas Central
Appraisal District**

Date: August 3, 2015

To: Mike Felix, Mayor, City of Sachse

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election/Appointment of Members to Board of Directors
Of the Dallas Central Appraisal District

The Property Tax Code, Section 6.03, requires that an election or appointment of members to the Board of Directors of an appraisal district be conducted in odd numbered years. The term of office for elected or appointed members is two years, beginning in even numbered years.

The Property Tax Code specifies the qualifications for membership to the Board of Directors in Section 6.03 of the Code. These qualifications are:

1. Must be a resident of the DCAD for at least two years prior to the election.
2. May be an elected official of an agency represented by the DCAD.
3. Cannot be an employee of any agency represented by the DCAD.

Pursuant to the provisions of the Property Tax Code in 1979, the agencies of Greater Dallas County elected to amend the manner in which representatives were chosen. By special provision of the Property Tax Code, it was decided that the following procedure would be adopted for the election or appointment of members.

Appointments

- A. The City of Dallas will be entitled to appoint one (1) member to the Board.
- B. The Dallas Independent School District will be entitled to appoint one (1) member to the Board.
- C. The Dallas County Commissioners Court may appoint one (1) member to the Board. The member appointed by the Commissioners Court may not be a resident of either the City of Dallas or the Dallas Independent School District.

Elections

- D. **Each of the incorporated cities and towns, except the City of Dallas, shall have the right to nominate by official resolution one (1) candidate as the fourth member to the Board.**

The said cities and towns shall, from among the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, a member to the Board of Directors.

- E. Each of the Independent School Districts, except the Dallas Independent School District, shall have the right to nominate by official resolution one (1) candidate as the fifth member to the Board. The said Independent School Districts shall, from among the nominations received, elect by a majority vote, with each Independent School District being entitled to one (1) vote, a member to the Board of Directors.

The votes required for appointment of the Board of Directors as prescribed by the Texas Property Tax Code, in Subsections d and e, hereof, shall be by a majority of those authorized to vote in Subsections d and e, respectively, and not by a majority of the quorum. In accordance with the procedures described in the Property Tax Code, the schedule for election/appointment is as follows:

- By October 17: Nominees for each entity described in Subsections d and e hereto shall be submitted to the Chief Appraiser.
- By October 31: The Chief Appraiser shall prepare a resolution ballot for those entities described in Subsections d and e hereto and submit the ballot accordingly.
- By December 15: Each agency entitled to vote will do so by official resolution ballot and return same to the Chief Appraiser as soon thereafter as practical.
- By January 1: Results of the election will be affirmed.

The County of Dallas, the City of Dallas and the Dallas Independent School District should advise the Chief Appraiser of their appointments no later than November 15, if possible. These appointments should also be by official resolution. The term of office for each member is two years beginning on January 1, 2014.

At the conclusion of the process, every agency will be advised of the final appointments or election results. For the convenience of the entities, a sample resolution is included for the purpose of nominations from the suburban cities and school districts. If you have any questions about this process, please contact me or Cheryl Jordan at 214/631-0520.

Enclosure (Sample Resolution)

cc: Gina Nash, City Manager
Terry Smith, City Secretary
Teresa Savage, Finance Director



Dallas Central Appraisal District

BOARD OF DIRECTORS

2015

The Board of Directors governs the Dallas Central Appraisal District. The taxing entities that vote on the appraisal district's budget (county, city, school and special districts) select the directors on the appraisal district's Board of Directors.

Directors on the Dallas Central Appraisal District's Board of Directors:

Member	Represents Entity
Andy Trujillo, Chairman	City of Dallas
Elizabeth Jones, Vice Chairman	Dallas Independent School District
John Warren, Director	County of Dallas
Michael Hurtt, Director	Suburban Cities
Steve Pryor, Director	Suburban School Districts
John R. Ames, Secretary	Dallas County Tax Assessor/Collector

Michael Hurtt

Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. He was elected to the DeSoto City Council in May of 1998, and served as Mayor Pro Tem those three years. He was elected Mayor in 2001, and again in 2004. He was the seated Mayor when DeSoto was recognized for the ALL AMERICA CITY Award in 2006. He has served as council liaison to the DeSoto Economic Development Corporation, the Arts Commission, and Keep DeSoto Beautiful, a commission he founded in DeSoto. He also served on the North Texas Commission Board of Directors. Recently the 31 suburban cities elected him to the Dallas County Appraisal District Board of Directors for a second two year term. He also serves as Vice-Chairman of the DeSoto Economic Development Corporation. Mr. Hurtt was recently appointed to the Advisory Board for Methodist Charlton Hospital for a three year term.

Mr. Hurtt was a member of the executive board of directors of the Dallas Zoological Society. He also served on Tex-21, the U.S. Conference of Mayors, and the National League of Cities. He was vice president of the Medical Center of Lancaster Hospital Board of Directors, and served on the board of Compass Hospital. In the past, Mr. Hurtt has served on the DeSoto Park Board, Strategy 2000, and the Charter Review Committee. He was also the chairman of the DeSoto Chamber of Commerce and the Best Southwest Chamber Partnership, past president of the DeSoto Rotary Club and the North Texas Funeral Directors Association.

Mr. Hurtt and his wife Marilyn have lived in DeSoto since 1988 and have two grandchildren. He is the owner of West/Hurtt Funeral Home in DeSoto since 1988.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SACHSE, TEXAS,
NOMINATING _____ AS A CANDIDATE TO BE
A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS
CENTRAL APPRAISAL DISTRICT.**

WHEREAS, The Chief of Appraiser of the Dallas Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Dallas Central Appraisal District, according to the Property Tax Code of Texas; and

WHEREAS, each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as a member of the Board of Directors; and

WHEREAS, the said cities and towns shall, from among the nominations received, elect by majority vote, with each city and town being entitled to one (1) vote, a member of the Board of Directors; and

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

THAT the Council of the City of Sachse, Texas does hereby nominate _____ as a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District.

DULY RESOLVED AND APPROVED this 1st of September, 2015.

APPROVED:

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, Interim City Secretary



Legislation Details (With Text)

File #: 15-2989 **Version:** 1 **Name:** Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Development Agreement by and between the City of Sachse, Texas, and the Trull Foundation

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

File created: 8/27/2015 **In control:** City Council

On agenda: 9/1/2015 **Final action:**

Title: Consider a resolution approving the terms and conditions of a Development Agreement by and between the City of Sachse, Texas, and the Trull Foundation; authorizing its execution by the City Manager.

Sponsors:

Indexes:

Code sections:

Attachments: [Trull Agreement Presentation](#)
[Resolution](#)
[Trull Foundation Development Agreement](#)

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

Title

Consider a resolution approving the terms and conditions of a Development Agreement by and between the City of Sachse, Texas, and the Trull Foundation; authorizing its execution by the City Manager.

Executive Summary

This item is for a Development Agreement for multiple properties owned by the Trull Foundation in the City of Sachse, Texas. The agreement defines the obligations of the Developer and the City of Sachse related to the expansion of public sanitary sewer infrastructure.

Background

The Development Agreement outlining the terms, conditions, and obligations of both the Developer and the City is shown in Attachment 1.

Public Sanitary Sewer Improvements

The City of Sachse has multiple Capital Improvement Projects identified for the expansion of public sewer infrastructure in the President George Bush Turnpike (PGBT) Overlay District. The projects will provide sanitary sewer access for undeveloped properties in the district, along with improving the capacity of the sanitary sewer system for the eastern half of the City.

The first phase of the CIP sewer expansion in the PGBT Overlay District is the 3rd sanitary

sewer connection to Garland, herein defined as the "Project" including:

- Aerial sewer crossing of Rowlett Creek
- Large diameter trunk sewer main from the City of Garland to the northeast corner of Miles Road and the PGBT
- 8-inch sewer main along Pleasant Valley Road south of the PGBT

Development Agreement

The Development Agreement is an agreement by and between the City of Sachse and the Trull Foundation, related to the construction of the Project and the Trull Foundation property identified in the agreement, known herein as the "Property".

Easements

The Trull Foundation agrees to provide all necessary sanitary sewer easements and temporary construction easements on the Property necessary for the construction of the Project.

Developer Reimbursement

The Trull Foundation agrees to reimburse the City of Sachse \$300,000 in funds for the Project upon the sale of the Property as follows:

- \$150,000 upon the sale of the first tract of land
- \$150,000 upon the sale of the second tract of land

*if all of the land is sold at the same time, the Trull Foundation agrees to reimburse the full \$300,000 upon the sale of the Property

Impact Fees

The City of Sachse agrees to waive all roadway, water, and sanitary sewer impact fees for the Trull Foundation related to the Property. However, if the Trull Foundation sells the Property to a new owner/developer, the City reserves the right to assess the new owner/developer impact fees for the development of the Property in accordance with the Master Fee Schedule.

Policy Considerations

Texas Local Government Code 552.063 authorizes municipalities to construct sanitary sewer system improvements. Texas Local Government Code 552.065 authorizes municipalities to assess a portion of the estimated cost the improvements against the benefitted property and the owners of that property.

Budgetary Considerations

The Trull Foundation agrees to reimburse the City \$300,000 toward the cost of constructing the Project as defined in the Development Agreement. In addition, the Trull Foundation agrees to dedicate the necessary easements to the City at no cost, as defined in the Development Agreement.

Staff Recommendations

Approve a resolution approving the terms and conditions of a Development Agreement by

and between the City of Sachse, Texas, and the Trull Foundation; authorizing its execution by the City Manager.



Development Agreement with the Trull Foundation

City Council 9/1/2015

Overview

- Agreement
- Capital Sewer Project
- Location Map & Property Information
- Agreement Deal Points
- Staff Recommendation

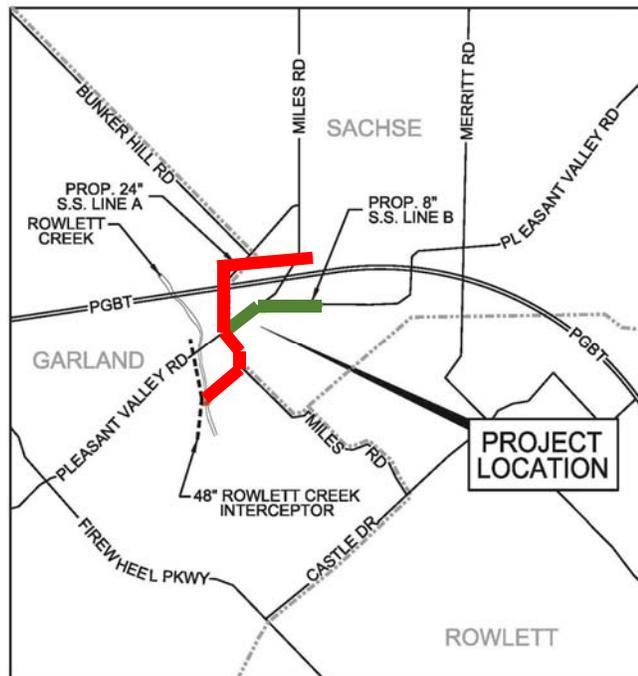
Agreement

- The proposed Development Agreement is by & between the City of Sachse and the Trull Foundation.
- The agreement is related to the capital sewer construction project for the 3rd Sanitary Sewer Connection to the City of Garland.

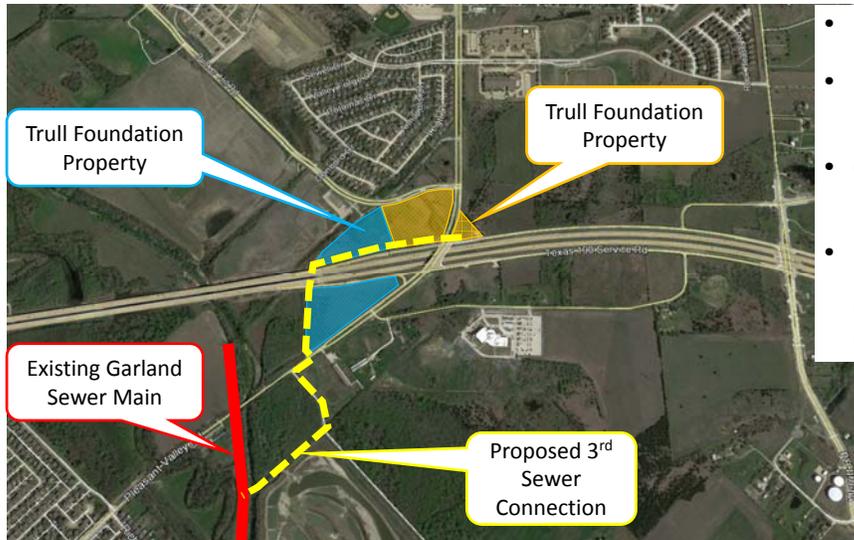
Capital Sewer Project

RED = New 24" trunk sewer main from Sachse to Garland (backbone sewer main that future PGBT sewer mains will flow to)

GREEN = New 8" gravity main along Pleasant Valley Road



Location Map & Property Information



- The property includes multiple tracts of land
- Future Land Use
 - Turnpike Overlay District (Business Park)
- Current Zoning:
 - PD-22 (Blue)
 - C-2 (Orange)
- The planned development (PD-22) has a base zoning of C-2 and was approved by Ordinance 3208 in 2010.

Agreement Deal Points

- The Owner/Developer dedicates to the City all necessary sanitary sewer and temporary construction easements for the capital sewer project
- The Owner/Developer will reimburse the City for \$300,000.00 in construction costs of the sewer project in two installments, including:
 - \$150,000.00 paid upon the sale of the first tract
 - \$150,000.00 paid upon the sale of the second tract
 - (If all land is sold at once, \$300,000.00 is paid upon the sale of the property)
- The Trull Foundation is not required to pay impact fees. However, if the property is sold and developed by another entity, impact fees may be charged by the City to the new entity.

Staff Recommendations

- Staff recommends approval of the proposed development agreement by and between the City of Sachse, Texas and the Trull Foundation.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND THE TRULL FOUNDATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Trull Foundation, a Texas non-profit foundation (“Trull Foundation”) is the owner of real property located in the City of Sachse, Dallas County, Texas; and

WHEREAS, the Trull Foundation desires to grant the City permanent sanitary sewer easements and temporary construction easements for the construction, operation, repair, and replacement of sanitary sewer facilities; and

WHEREAS, the City agrees to design and construct the sanitary sewer facilities within the respective easements in accordance with plans approved by the City; and

WHEREAS, the Trull Foundation has agreed to reimburse the City for the costs to design and construct the sanitary sewer facilities in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000); and

WHEREAS, the City agrees to waive the collection of Impact Fees assessed against the property while the property is owned by the Trull Foundation; and

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

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

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

RESOLVED this 1st day of September, 2015. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, Interim City Secretary

Exhibit "A"

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made by and between the City of Sachse, Texas, a Texas home rule municipality (“City”), and The Trull Foundation, a Texas non-profit foundation (“Foundation”) (each a “Party” or collectively the “Parties”), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, Foundation is the owner of real property located in the City of Sachse, Dallas County, Texas, and being more particularly described as Tract 1 and Tract 2 as set forth in **Exhibit “B”** (“Property”); and

WHEREAS, Foundation desires to grant City permanent sanitary sewer easements (“Sewer Easements”) and temporary construction easements (“Construction Easements”) for the construction, operation, repair and replacement of the Facilities (hereinafter defined); and

WHEREAS, City agrees to design and construct the Facilities within the respective Sewer Easements in accordance with plans approved by City; and

WHEREAS, Foundation has agreed to reimburse City for the costs to design and construct the Facilities in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (the “Project Costs”), to be paid as set forth herein; and

WHEREAS, City agrees to waive the collection of Impact Fees (hereinafter defined) assessed against the Property, if any, while the Property is owned by Foundation;

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

Article I
Term

The term of this Agreement shall commence on the last date of execution hereof by the Parties (the “Effective Date”) and shall continue until all Parties have fully satisfied all terms and conditions of this Agreement, unless sooner terminated as provided herein.

Article II
Definitions

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

“City” shall mean the City of Sachse, Texas.

“Commencement of Construction” shall mean that: (i) the Construction Documents have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facilities; (ii) all necessary permits for the construction of the Facilities pursuant to the Construction Documents have been issued by all applicable governmental authorities; and (iii) grading of the Property has commenced.

“Completion of Construction” shall mean: (i) the Facilities have been substantially completed in accordance with the Construction Documents; and (ii) the Facilities have been accepted by City.

“Construction Documents” shall mean the plans and specifications for the design, installation and construction of the Facilities, as approved by City’s City Engineer.

“Construction Easements” shall mean temporary construction easements in the form attached hereto as **Exhibit “C”** for the construction and installation of the Facilities for the areas described in **Exhibit “A”**.

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

“Facilities” shall collectively mean a 24-inch sanitary sewer main to be constructed on Tract 1 of the Property and an 8-inch sanitary sewer line on Tract 2 of the Property and being further described in the Construction Documents.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“Foundation” shall mean The Trull Foundation, a Texas non-profit foundation.

“Impact Fees” shall mean roadway, water and wastewater impact fees assessed against the Property by City, if any, while the Property is owned by Foundation in accordance with Section 8-21 of the Code of Ordinances, City of Sachse, Texas, as amended.

“Project Costs” shall mean the sum of Three Hundred Thousand Dollars (\$300,000.00) for the reimbursement for City’s design and construction of the Facilities to be paid as set forth herein.

“Property” shall mean the real property described in **Exhibit “B”** consisting of Tract1 and Tract 2.

“Sewer Easements” shall mean the sanitary sewer easements in the form attached hereto as **Exhibit “D”** for the areas described in **Exhibit “A”** for the Facilities.

Article III Project

3.1 Easements. Not later than the tenth (10th) business day after the Effective Date, Foundation shall grant, convey and deliver to City the Sewer Easements and Construction Easements signed and in recordable form. The Sewer Easements and Construction Easements shall be non-exclusive and subject to all matters of record, provided that they shall have been consented to by any mortgagee and/or any lien holder of the Property.

3.2 Facilities. City agrees, as consideration for the Sewer Easements and Construction Easements and subject to the obligation of Foundation to pay to City the Project Costs, to design, construct and install the Facilities. City shall, subject to delays resulting from events of Force Majeure, cause the Commencement of Construction of the Facilities to occur on or before March 1, 2016; and shall, subject to delays resulting from events of Force Majeure, cause Completion of Construction of the Facilities to occur within October 1, 2016, thereafter.

3.3 Impact Fee Waiver. Upon Foundation's payment of the full amount of the Project Costs to City as provided in Section 3.4, and subject to the continued satisfaction of all the terms and conditions of this Agreement, City agrees to waive the collection of the Impact Fees assessed against the Property, if any, which become due and payable during such time after the Effective Date that the Property is owned by Foundation. Impact Fees are not waived and shall be due and payable with respect to the development of the Property, or any portion thereof, if at the time such Impact Fees become due Foundation is not the owner of the Property or portion thereof.

3.4 Projects. Foundation shall pay to City the Project Costs as follows: (a) One Hundred Fifty Thousand Dollars (\$150,000.00) of the Project Costs shall be paid concurrently with the closing of the sale of Tract 1 of the Property by Foundation to a third party, or any portion thereof; and (b) One Hundred Fifty Thousand Dollars (\$150,000.00) of the Project Costs shall be paid to City concurrently with the closing of the sale of Tract 2 of the Property by Foundation to a third party, or any portion thereof. If all of the Property is transferred or sold at one time, Foundation shall pay to City the full amount of the Project Costs concurrently with the closing of the sale of the entire Property. Notwithstanding the foregoing, Foundation shall have the right, in its sole discretion, to pay the Project Costs at any time prior to the sale of Tract 1 or Tract 2.

3.5 Deed of Trust Liens. To secure the payment of the Project Costs as provided in Section 3.4, above, and as a condition precedent to City's obligation to commence construction of the Facilities, Foundation shall execute (i) a deed of trust granting to Peter G. Smith, Trustee, for the benefit of City, a deed of trust lien in the amount of \$150,000.00 against Tract 1 ("Deed of Trust I"), and (ii) a deed of trust granting to Peter G. Smith, Trustee, for the benefit of City, a deed of trust lien in the amount of \$150,000.00 against Tract 2 ("Deed of Trust II")(Deed of Trust I and Deed of Trust II being collectively referred to herein as the "Deeds of Trust"). The Deeds of Trust shall be substantially in the form attached hereto as **Exhibit "E"**. City shall sign and deliver to Foundation a written release of the Deeds of Trust in recordable form immediately upon Foundation's payment of the Project Costs; provided, however:

(a) if Foundation closes on the sale of Tract 1 and only pays City the installment of the Project Costs described in Section 3.4(a), City shall only be obligated to release the lien with respect to Deed of Trust I; and

(b) if Foundation closes on the sale of Tract 2 and only pays City the installment of the Project Costs described in Section 3.4(b), City shall only be obligated to release the lien with respect to Deed of Trust II.

Article IV Termination

This Agreement may be terminated only by the mutual written agreement of the Parties.

Article V Miscellaneous

5.1 Notice of Completion and Release. Upon the full and final satisfaction by City and Foundation of their respective obligations contained herein, City and Foundation shall execute and record in the Official Public Records of Dallas County a notice of the full completion and satisfaction of all obligations hereunder and a mutual release of any further obligations with respect to this Agreement.

5.2 Indemnification/Hold Harmless. FOUNDATION DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS "CITY") FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S PERFORMANCE OF THIS AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

5.3 Successors and Assigns. All obligations and covenants of Foundation under this Agreement shall be binding on Foundation, its successors and permitted assigns. Foundation may not assign this Agreement without the prior written consent of City. City's agreement to waive of Impact Fees as provided in Section 3.3 shall be terminated and be unenforceable by any third party or subsequent owner of the Property, or any portion thereof, regardless of any City-authorized assignment of this Agreement by Foundation.

5.4 Limitation on Liability. The terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. Foundation, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

5.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after it is sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for City, to:

City of Sachse, Texas
Attn: City Manager
3815-B Sachse Road
Sachse, Texas 75048

With a copy to:

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

With a copy to Engineer:

City of Sachse, Texas
City Engineer
3815-B Sachse Road
Sachse, Texas 75048

If intended for Foundation, to:

The Trull Foundation
Attn: Chairman
404 4th Street
Palacios, Texas 77465

With a copy to:

Scott Flynn
Mastrogiovanni Mersky & Flynn, P.C.
2001 Bryan Street, Suite 1250
Dallas, Texas 75201
214.922.8800 – telephone
214.922.8801 – facsimile
sflynn@mastromersky.com - email

5.7 Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary, agreements between the Parties and relating to the matters in this Agreement.

5.8 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.9 Amendment. This Agreement may be amended by the written agreement of the Parties.

5.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.11 Recitals. The recitals to this Agreement are incorporated herein and are found to be true and correct.

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

5.13 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.14 Recordation of Agreement. An original of this Agreement shall be recorded in the Official Public Records of Dallas County, Texas.

5.15 Covenants Run With Property. Until released as provided in Section 5.1, above, the provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Foundation and each and every subsequent owner of all or any portion of the Property but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Foundation which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

(Signature page to follow)

EXECUTED in duplicate originals on the ____ day of _____, 2015.

CITY OF SACHSE, TEXAS

By: _____
Gina Nash, City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED in duplicate originals on the ____ day of _____, 2015.

THE TRULL FOUNDATION

By: _____
Name: _____
Title: _____

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Gina Nash, City Manager of the City of Sachse, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

FOUNDATION'S ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of The Trull Foundation, a Texas non-profit foundation, on behalf of said foundation.

Notary Public, State of Texas

EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

Tract 1:

BEING a 28,355-square-foot strip of land 20 feet in width running parallel with and adjoining the northerly right-of-way line of the President George Bush Turnpike (SH No. 190, a variable width ROW) and being in the Daniel Crist Survey, Abstract No. 226 and in the Robert McCullough Survey, Abstract No. 928, in the City of Sachse, Dallas County, Texas, and being part of a 51.724-acre tract of land described in the deed dated the 31st day of December, 1993, from Garland 51 Venture to the Trull Foundation recorded in Volume 94077, at Page 2599 of the Deed Records of Dallas County, Texas, and also being part of a 6.0667-acre tract of land described in the deed from Casa View Chiropractic Clinic, Inc. Employee Pension Plan to the Trull Foundation recorded in Volume 96158, at Page 6025 of the Deed Records of Dallas County, Texas, and also being part of a 0.420-acre tract described in the Deed Without Warranty dated the 2nd day of April, 2012, from the City of Sachse, Texas, to The Trull Foundation, and recorded at County Clerk's No. 201200093253 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 3-inch TxDOT aluminum disk on the northwesterly right-of-way line of the President George Bush Turnpike, said point being the northerly the northwest corner of Parcel 9, Part 1 as described in the Agreed Final Judgment dated the 19th day of January, 2010, and recorded at County Clerk's No. 201000144951 of the Deed Records of Dallas County, Texas, and also being the southeast corner of, the last mentioned 0.420-acre tract, said 3-inch disk having coordinates of:
X = 2,554,820.51 feet
Y = 7,034,296.51 feet

THENCE S 79°46'01" W with the southwesterly prolongation of the northwesterly right-of-way line of the President George Bush Turnpike and with the southeasterly line of the last mentioned 0.420-acre tract for a distance of 48.88 feet;

THENCE N 41°54'16" E with the northwesterly line of said 0.420-acre tract for a distance of 32.59 feet;

THENCE N 79°46'01" E running parallel with and twenty (20.00) feet northwest of the northwesterly right-of-way line of the President George Bush Turnpike for a distance of 487.37 feet;

THENCE N 86°25'18" E running parallel with and twenty (20.00) feet northwest of the northwesterly right-of-way line of the President George Bush Turnpike for a distance of 923.87 feet to a point in the westerly or northwesterly right-of-way line of Miles Road (100-foot ROW), said point being in a non-tangent curve concave to the northwest having a radius of 1,450.00 feet, a central angle of 0°53'31" and a chord that bears S 24°01'43" W for a distance of 22.57 feet;

THENCE in a southwesterly direction with the arc of said curve and with the westerly or northwesterly right-of-way line of said Miles Road for an arc distance of 22.57 feet to a point on the northwesterly right-of-way line of the President George Bush Turnpike;

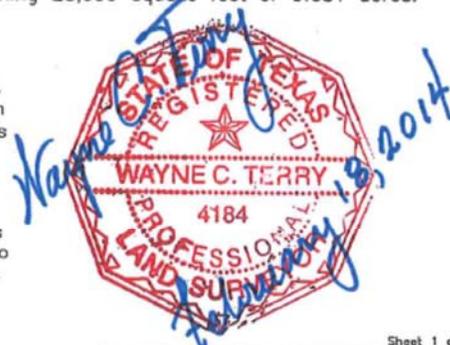
THENCE S 86°25'18" W with the northwesterly right-of-way line of the President George Bush Turnpike for a distance of 912.25 feet to a 3-inch TxDOT aluminum disk;

THENCE S 79°46'01" W with the northwesterly right-of-way line of the President George Bush Turnpike for a distance of 463.06 to the POINT OF BEGINNING and containing 28,355 square feet or 0.651 acres.

A graphical exhibit of even date accompanies this description.

The coordinates and bearings shown hereon are NAD83 (CORS 96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202), According to project control station numbers 130-139.

The ties to the published control monuments were made using conventional survey methods. The convergence angle at POB is +01 degree 02 minutes 33 seconds. All distances are reported as horizontal surface measurements. To convert reported distances to the projection plane apply the combined factor of .999863512631.

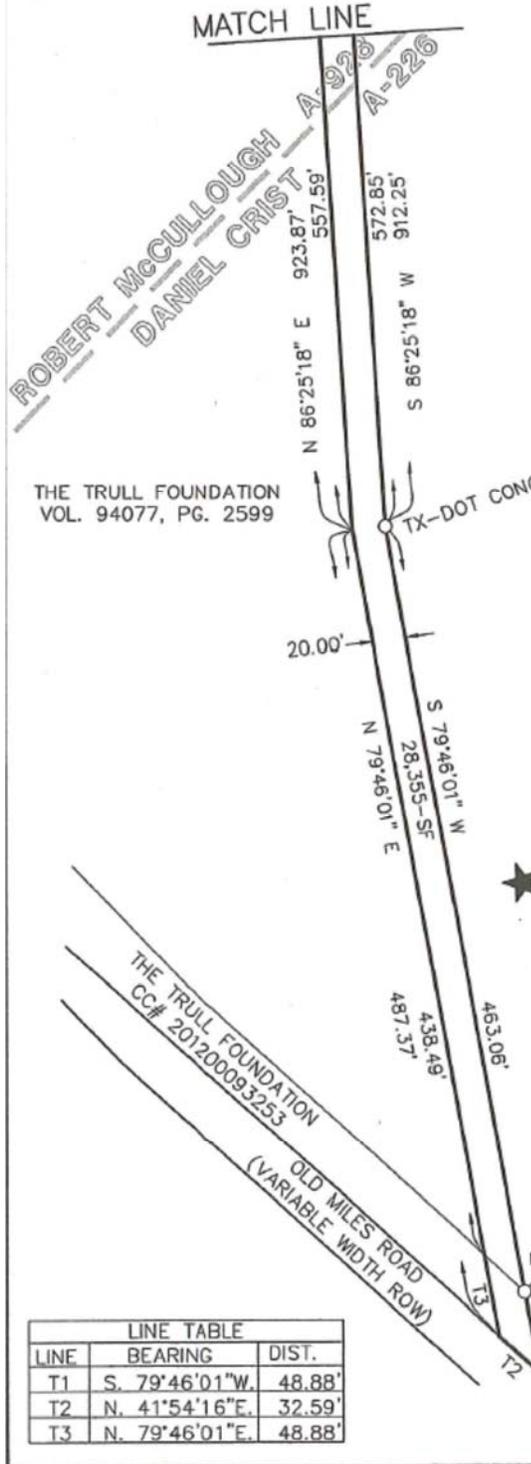


Sheet 1 of 3

FEB 2014	2077-13
R-DELTA	ENGINEERS, INC.
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 76040	
Tel (972) 484-5031 On the Web at www.rdelta.com	

EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

20-FOOT STRIP OF LAND
PART OF DANIEL CRIST SURVEY, ABST. No. 226
AND PART OF ROBERT McCULLOUGH SURVEY, ABST. No. 928
IN CITY OF SACHSE, DALLAS COUNTY, TEXAS



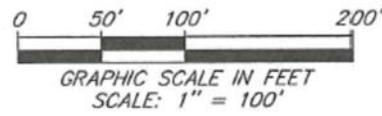
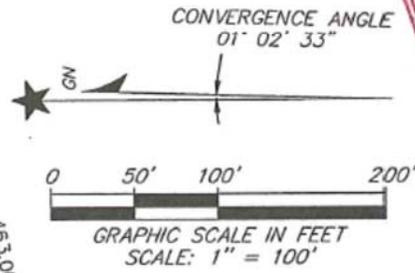
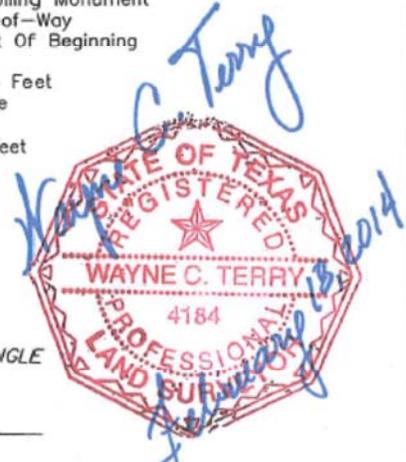
A description of even date accompanies this exhibit.

The coordinates and bearings shown hereon are NAD83 (CORS 96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (42D2), According to project control station numbers 130-139.

The ties to the published control monuments were made using conventional survey methods. The convergence angle at POB is +01 degree 02 minutes 33 seconds. All distances are reported as horizontal surface measurements. To convert reported distances to the projection plane apply the combined factor of .999863512631.

- D.R.D.C.T. = Deed Records of Dallas County, Texas
- (CM) = Controlling Monument
- ROW = Right-of-Way
- P.O.B. = Point Of Beginning
- PG. = Page
- SF = Square Feet
- VOL. = Volume
- ' = Degrees
- " = Minutes/Feet
- " = Seconds

SH 190
(VARIABLE WIDTH ROW)
CC# 201000144951



P.O.B.
X. 2,554,820.51
Y. 7,034,296.51
3-inch ALUMINUM DISK

LINE TABLE		
LINE	BEARING	DIST.
T1	S. 79°46'01\"W.	48.88'
T2	N. 41°54'16\"E.	32.59'
T3	N. 79°46'01\"E.	48.88'

Sheet 2 of 3

FEB 2014	2077-13
R-DELTA ENGINEERS, INC.	
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 404-5031 On the Web at www.rdelta.com	

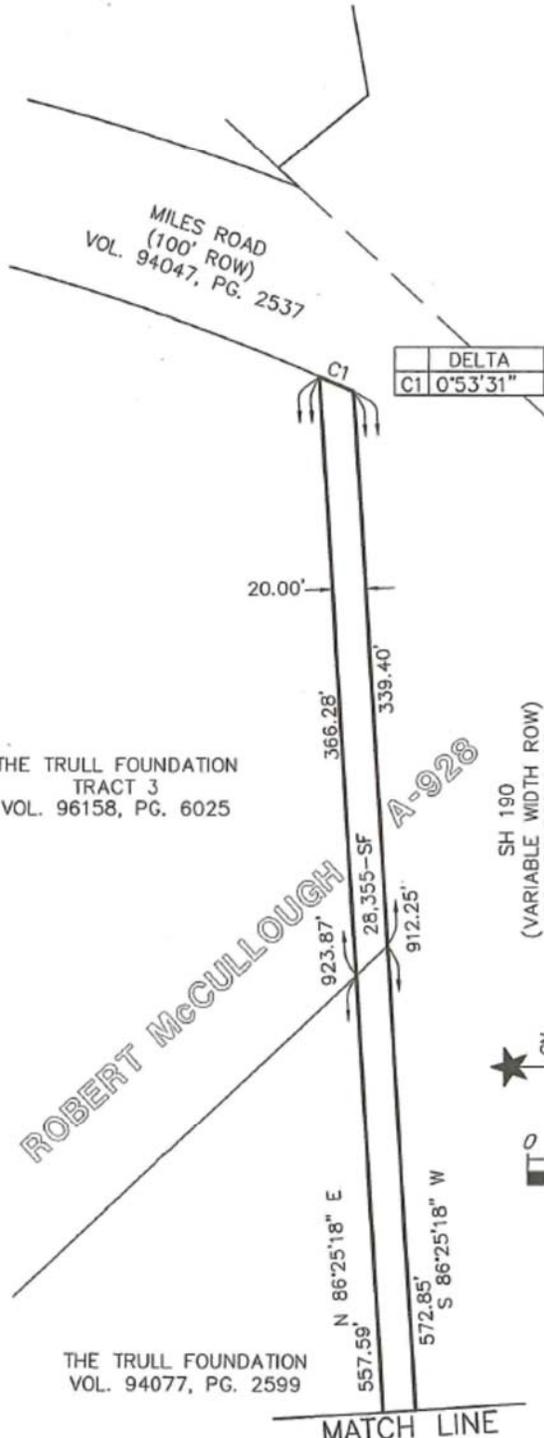
EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

20-FOOT STRIP OF LAND
PART OF DANIEL CRIST SURVEY, ABST. No. 226
AND PART OF ROBERT McCULLOUGH SURVEY, ABST. No. 928
IN CITY OF SACHSE, DALLAS COUNTY, TEXAS

A description of even date accompanies this exhibit.

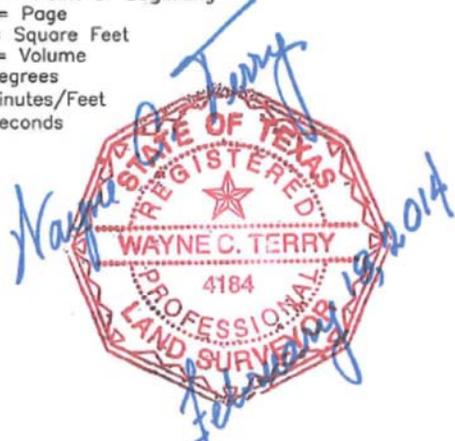
The coordinates and bearings shown hereon are NAD83 (CORS 96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202), According to project control station numbers 130-139.

The ties to the published control monuments were made using conventional survey methods. The convergence angle at POB is +01 degree 02 minutes 33 seconds. All distances are reported as horizontal surface measurements. To convert reported distances to the projection plane apply the combined factor of .999863512631.



	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD DIST.
C1	0°53'31"	1,450.00'	11.29'	22.57'	S. 24°01'43" W.	22.57'

- D.R.D.C.T. = Deed Records of Dallas County, Texas
- (CM) = Controlling Monument
- ROW = Right-of-Way
- P.O.B. = Point Of Beginning
- PG. = Page
- SF = Square Feet
- VOL. = Volume
- ' = Degrees
- " = Minutes/Feet
- " = Seconds



CONVERGENCE ANGLE
01° 02' 33"



GRAPHIC SCALE IN FEET
SCALE: 1" = 100'

Sheet 3 of 3

FEB 2014	2077-13
R-DELTA ENGINEERS, INC.	
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 484-5031 On the Web at www.rdelta.com	

EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

Tract 2:

EXHIBIT A

BEING a 17,473-square-foot strip of land running parallel with and adjoining the northerly right-of-way line of the Pleasant Valley Road (a variable width ROW) and being in the Daniel Crist Survey, Abstract No. 226, in the Robert McCullough Survey, Abstract No. 928, and in the Richard Copeland Survey, Abstract No. 228, in the City of Sachse, Dallas County, Texas, and being part of a 51.724-acre tract of land described in the deed dated the 31st day of December, 1993, from Garland 51 Venture to the Trull Foundation recorded in Volume 94077, at Page 2599 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch steel rod set with an orange plastic cap stamped "R-DELTA ENGINEERS" at the intersection of the southeasterly right-of-way line of Miles Road (100-foot ROW) with a northeasterly right-of-way line for the corner clip to Pleasant Valley Road (variable width ROW) said steel rod marking the north corner of a 0.2290-acre tract of land described in the deed from Garland 51 Venture to the City of Sachse, Texas, dated the 14th day of February, 1994, and recorded in Volume 94047, at Page 2545 of the Deed Records of Dallas County, Texas, said 5/8-inch steel rod having coordinates of:
X = 2,555,468.24 feet
Y = 7,033,537.79 feet

THENCE S 38°09'37" E with the northeasterly line of said 0.2290-acre tract for a distance of 60.00 feet to 5/8-inch steel rod set with an orange plastic cap stamped "R-DELTA ENGINEERS" for the POINT OF BEGINNING, said 5/8-inch steel rod having coordinates of:
X = 2,555,505.31 feet
Y = 7,033,490.62 feet

THENCE S 38°09'37" E continuing with a prolongation to the southeast of the northeasterly line of said 0.2290-acre tract for a distance of 16.21 feet to the beginning of a non-tangent curve concave to the south having a radius of 1,682.02 feet, a central angle of 1°27'10" and a chord that bears N 76°56'48"E for a distance of 42.64 feet;

THENCE in a northeasterly direction with the arc of said curve for a distance of 42.65 feet to a point of tangency;

THENCE N 77°40'23" E running parallel with and fifteen (15.00) feet northwest of the northwesterly right-of-way line of Pleasant Valley Road for a distance of 728.00 feet to the point of curvature of a curve to the right having a radius of 925.25 feet, a central angle of 18°52'00" and a chord that bears N 87°06'23" E for a distance of 303.30 feet;

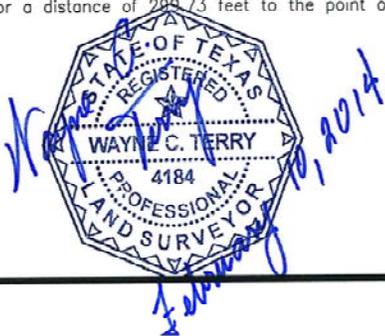
THENCE in an easterly direction with the arc of said curve and concentric with and fifteen (15.00) feet north of the northerly right-of-way line of Pleasant Valley Road for a distance of 304.67 feet to a point of reverse curve of a curve having a radius of 1,078.05 feet, a central angle of 2°57'28" and a chord that bears S 84°56'21" E for a distance of 55.65 feet;

THENCE in an easterly direction with the arc of said curve and concentric with and fifteen (15.00) feet north of the northerly right-of-way line of Pleasant Valley Road for a distance of 55.65 feet;

THENCE S 03°41'00"W for a distance of 15.00 feet to a point on the northerly right-of-way line of Pleasant Valley Road, said point being the beginning of a non-tangent curve concave to the north having a radius of 1,093.05 feet, a central angle of 2°57'28" and a chord that bears N 84°56'21" W for a distance of 56.42 feet;

THENCE with the arc of said curve and with the northerly right-of-way line of Pleasant Valley Road a distance of 56.43 feet to a point of reverse curve of a curve having a radius of 910.25 feet, a central angle of 18°52'00" and a chord that bears S 87°06'23" W for a distance of 298.38 feet;

THENCE continuing with the arc of said curve and with northerly right-of-way line of Pleasant Valley Road for a distance of 299.73 feet to the point of tangency of said curve;



Sheet 1 of 4

FEB 2014	2077-13
R-DELTA ENGINEERS, INC.	
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 494-6031 On the Web at www.rdelta.com	

EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

EXHIBIT A

THENCE S 77°40'23" W continuing with the northerly right-of-way line of Pleasant Valley Road for a distance of 728.00 feet to the point of curvature of a curve to the right having a radius of 1,667.02 feet, a central angle of 1°03'02" and a chord that bears S 77°08'52" W for a distance of 30.56 feet;

THENCE continuing with the northerly right-of-way line of Pleasant Valley Road and with the arc of said curve to the right for a distance of 30.56 feet to a point of reverse curve of a curve having a radius of 70.00 feet, a central angle of 40°54'25" and a chord that bears N 82°55'26" W for a distance of 48.92 feet, said point being the most easterly corner of the aforementioned 0.2290-acre tract to the City of Sachse;

THENCE continuing with the northerly or northeasterly right-of-way line of Pleasant Valley Road and with the arc of said curve for a distance of 49.98 feet to the end of said curve and an interior ell corner of said 0.2290-acre tract;

THENCE N 51°50'23" E continuing with an interior line of said 0.2290-acre tract for a distance of 30.00 feet to the POINT OF BEGINNING and containing 17,473 square feet or 0.401 acres of land.

A graphical exhibit of even date accompanies this description.

The coordinates and bearings shown hereon are NAD83 (CORS 96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202).

The ties to the published control monuments were made using conventional survey methods. The convergence angle at POB is +01 degree 02 minutes 33 seconds. All distances are reported as horizontal surface measurements. To convert reported distances to the projection plane apply the combined factor of .99986351.



Sheet 2 of 4

FEB 2014	2077-13
R-DELTA	ENGINEERS, INC.
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (872) 484-5031 On the Web at www.rdelta.com	

EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

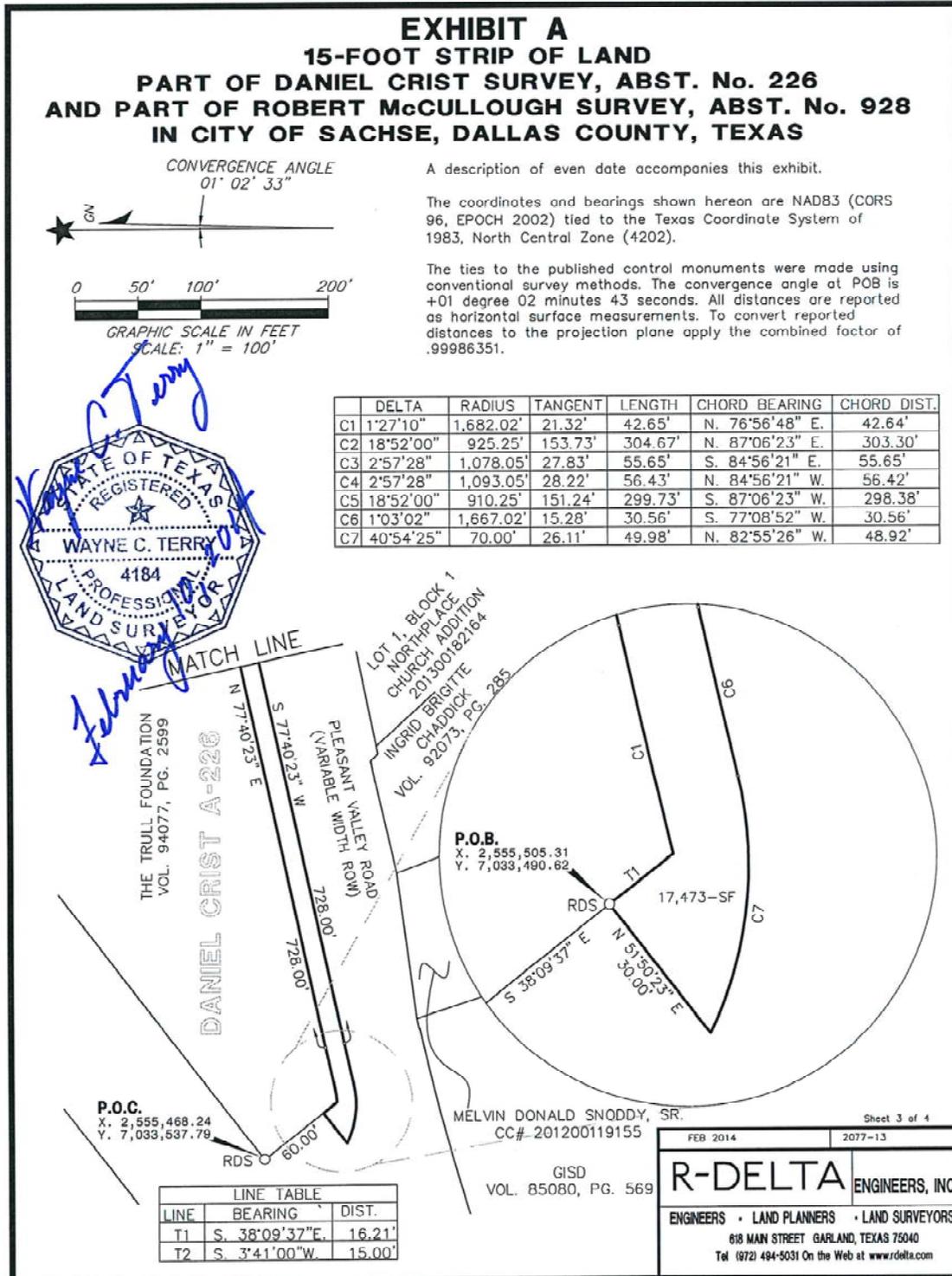


EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

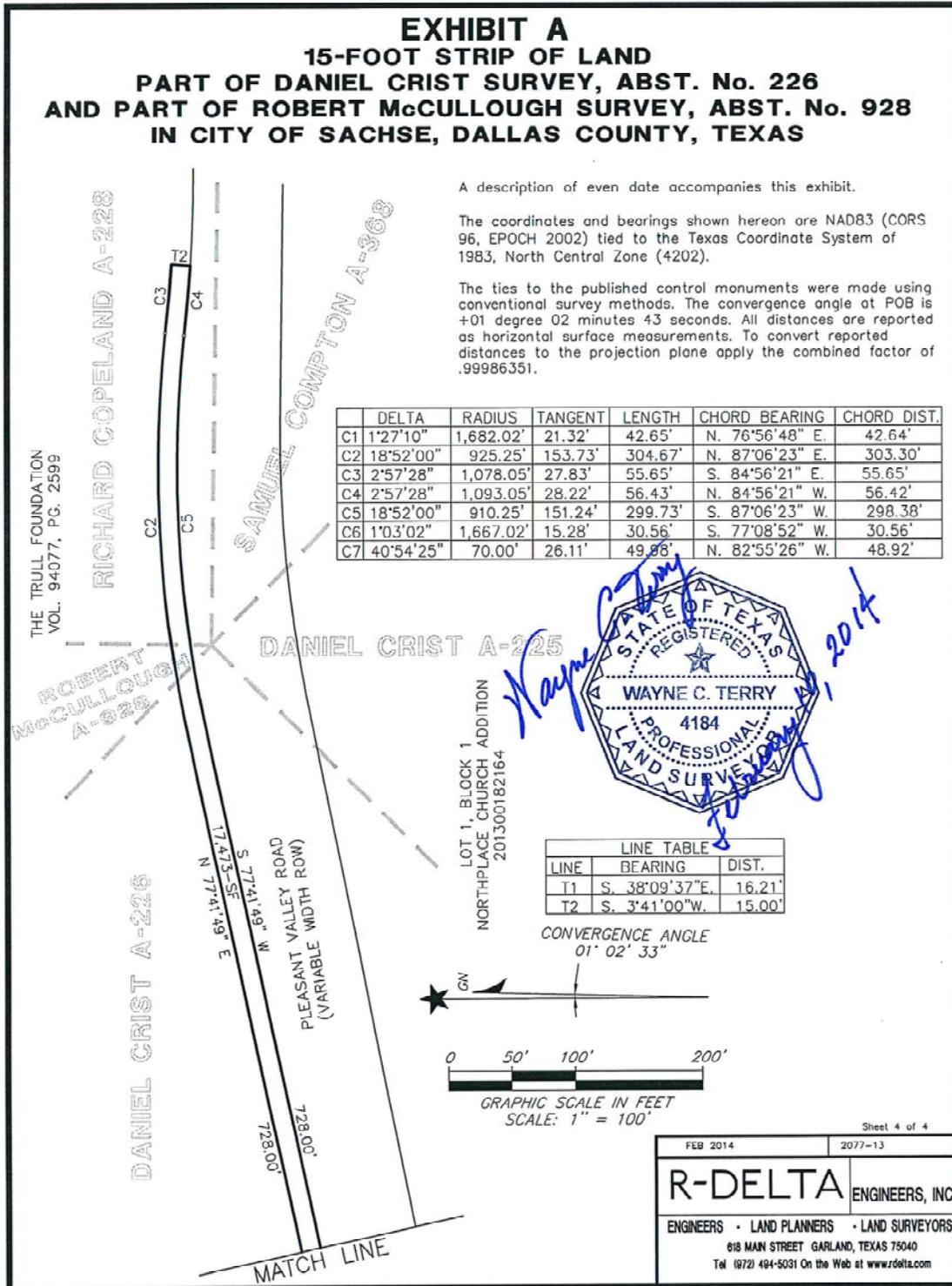


EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

Tract 3:

BEING a 1,455 -square-foot strip of land running parallel with and adjoining the northerly right-of-way line of the President George Bush Turnpike (SH No. 190, a variable width ROW) and being in the Richard Copeland Survey, Abstract No. 228, in the City of Sachse, Dallas County, Texas, and being part of a 51.724-acre tract of land described in the deed dated the 31st day of December, 1993, from Garland 51 Venture to the Trull Foundation recorded in Volume 94077, at Page 2599 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an aluminum TxDOT monument found in concrete on the northwesterly right-of-way line of the President George Bush Turnpike, said point being an angle point in said right-of-way line for a clip to Miles Road of Parcel 10, Part 2 as described in the Agreed Final Judgment dated the 19th day of January, 2010, and recorded at County Clerk's No. 201000144951 of the Deed Records of Dallas County, Texas, said 5/8-inch steel rod having coordinates of:

X = 2,556,358.18 feet
Y = 7,034,426.74 feet

THENCE N 39°16'42" W said corner clip in the northwesterly right-of-way line of the President George Bush Turnpike for a distance of 28.48 feet, from which point a TxDOT monument found in concrete bears N 39°16'42" W a distance of 49.12 feet;

THENCE S 87°56'17" E departing said northwesterly right-of-way line of the President George Bush Turnpike for a distance of 22.99 feet;

THENCE N 79°46'01" E running parallel with and twenty (20.00) feet northwest of said northwesterly right-of-way line of the President George Bush Turnpike for a distance of 56.15 feet;

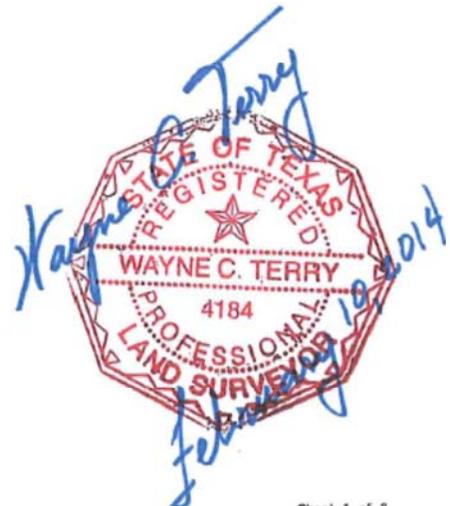
THENCE S 10°13'59" E for a distance of 20.00 feet to a point on said northwesterly right-of-way line of the President George Bush Turnpike;

THENCE S 79°46'01" W with said northwesterly right-of-way line of the President George Bush Turnpike for a distance of 64.78 feet to the POINT OF BEGINNING and containing 1,455 square feet or 0.033 acres of land.

A graphical exhibit of even date accompanies this description.

The coordinates and bearings shown hereon are NAD83 (CORS 96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202), According to project control station numbers 130-139.

The ties to the published control monuments were made using conventional survey methods. The convergence angle at POB is +01 degree 02 minutes 33 seconds. All distances are reported as horizontal surface measurements. To convert reported distances to the projection plane apply the combined factor of .999863512631.



Sheet 1 of 2

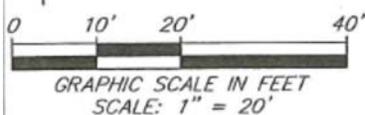
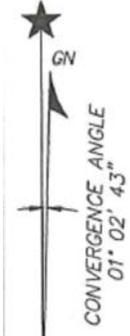
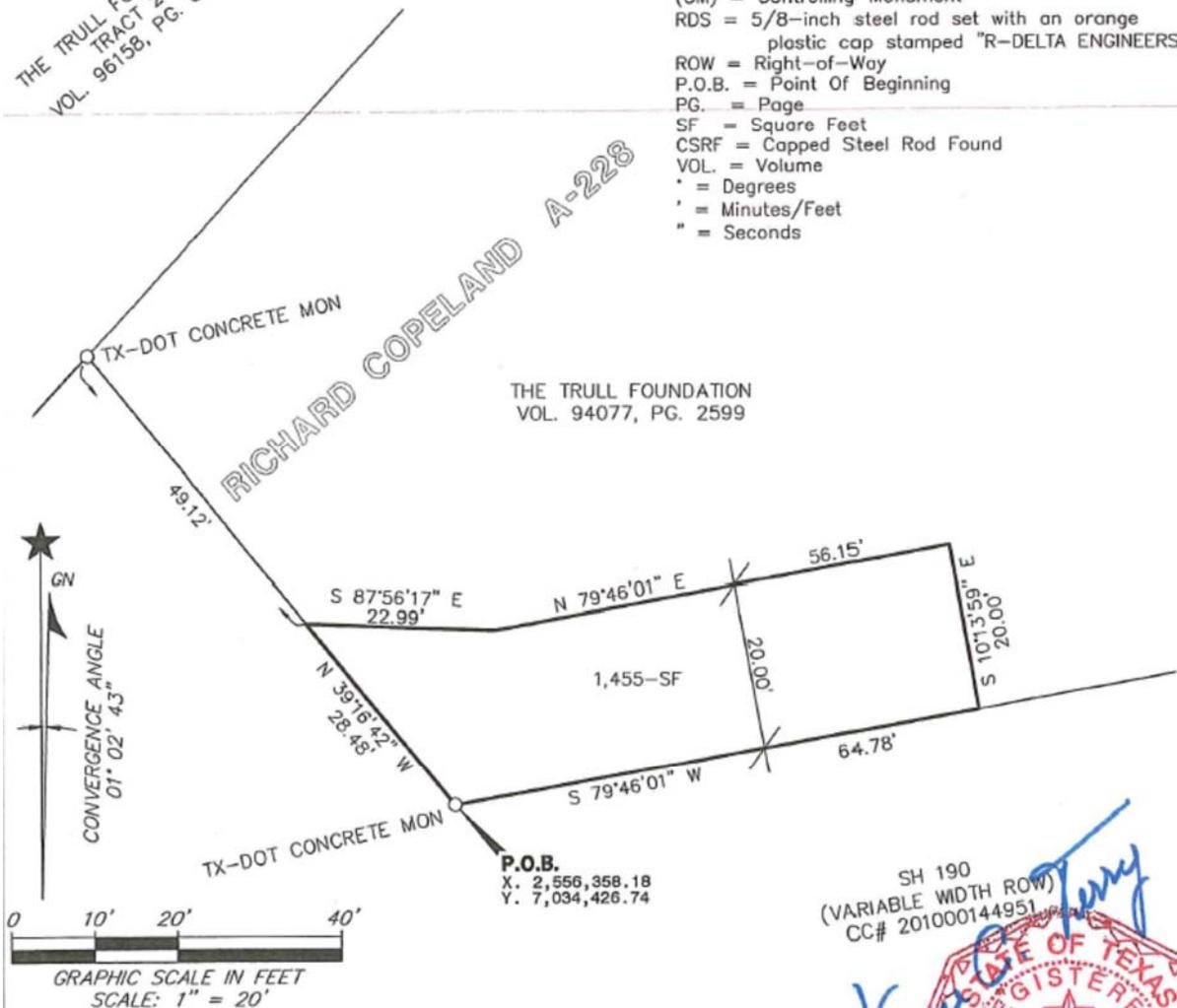
FEB 2014	2077-13
R-DELTA ENGINEERS, INC.	
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 494-5031 On the Web at www.rdelta.com	

EXHIBIT "A"
SEWER EASEMENT PROPERTY DESCRIPTION

20-FOOT STRIP OF LAND
PART OF RICHARD COPELAND SURVEY, ABST. No. 228
IN CITY OF SACHSE, DALLAS COUNTY, TEXAS

THE TRULL FOUNDATION
TRACT 2
VOL. 96158, PG. 6025

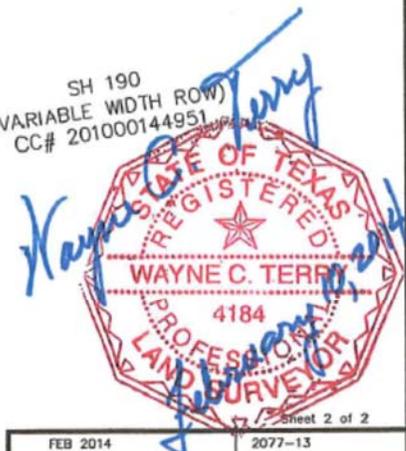
D.R.D.C.T. = Deed Records of Dallas County, Texas
(CM) = Controlling Monument
RDS = 5/8-inch steel rod set with an orange plastic cap stamped "R-DELTA ENGINEERS"
ROW = Right-of-Way
P.O.B. = Point Of Beginning
PG. = Page
SF = Square Feet
CSRF = Capped Steel Rod Found
VOL. = Volume
' = Degrees
" = Minutes/Feet
" = Seconds



THE TRULL FOUNDATION
VOL. 94077, PG. 2599

P.O.B.
X. 2,556,358.18
Y. 7,034,426.74

SH 190
(VARIABLE WIDTH ROW)
CC# 201000144951



A description of even date accompanies this exhibit.

The coordinates and bearings shown hereon are NAD83 (CORS 96, EPOCH 2002) tied to the Texas Coordinate System of 1983, North Central Zone (4202), According to project control station numbers 130-139.

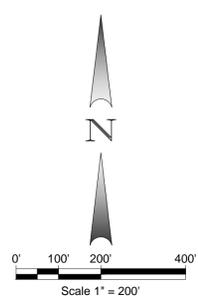
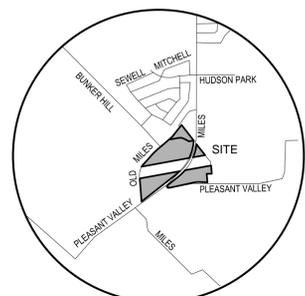
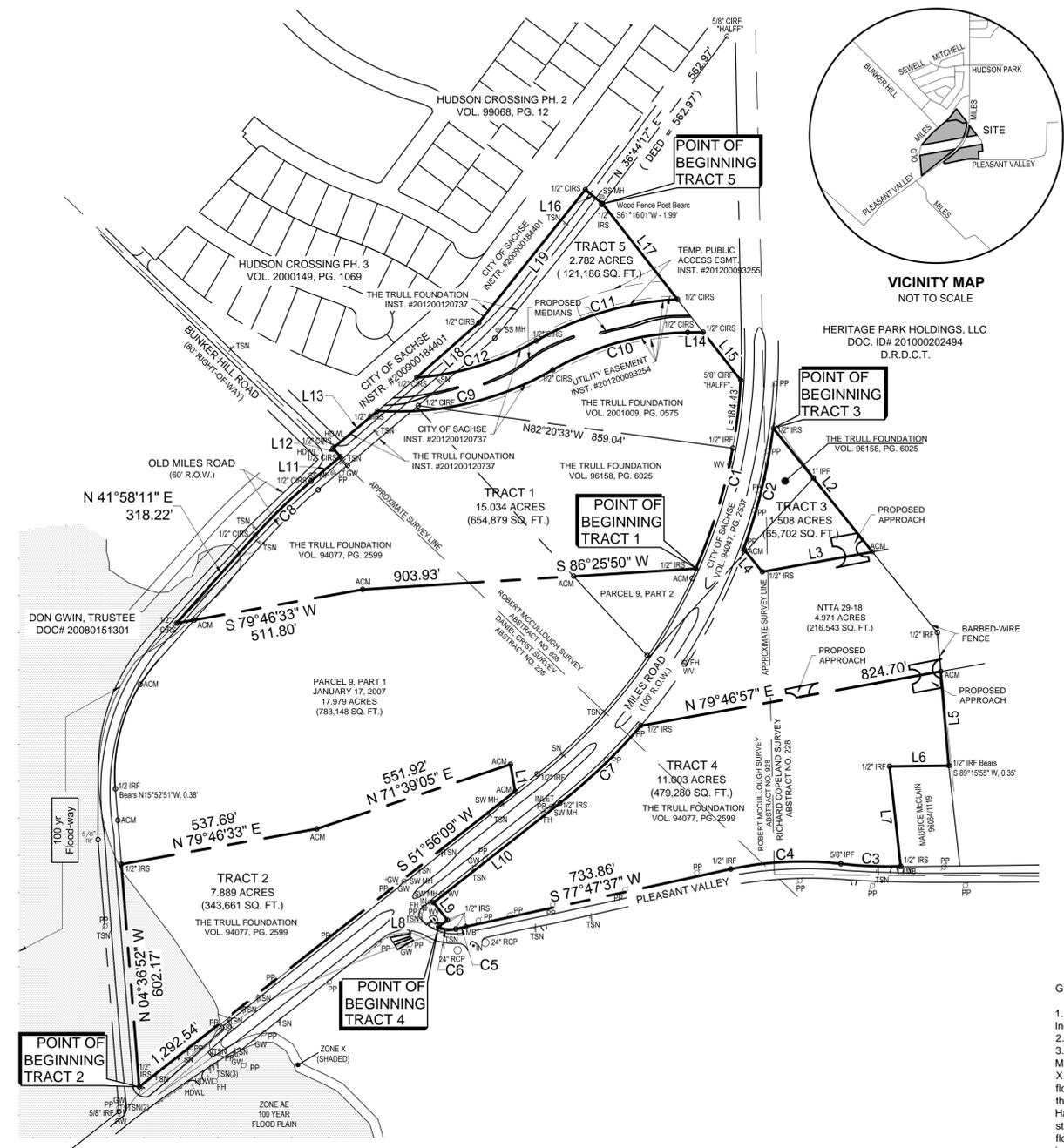
The ties to the published control monuments were made using conventional survey methods. The convergence angle at POB is +01 degree 02 minutes 43 seconds. All distances are reported as horizontal surface measurements. To convert reported distances to the projection plane apply the combined factor of .999863512631.

Sheet 2 of 2

FEB 2014	2077-13
R-DELTA ENGINEERS, INC.	
ENGINEERS • LAND PLANNERS • LAND SURVEYORS	
618 MAIN STREET GARLAND, TEXAS 75040	
Tel (972) 404-5031 On the Web at www.rdelta.com	

**EXHIBIT “B”
PROPERTY DESCRIPTION
TRACT 1 AND TRACT 2**

[TO BE ATTACHED]



ABBREVIATION LEGEND

ABBR.	DEFINITION
IRF	IRON ROD FOUND
CIRS	IRON ROD SET w/CAP STAMPED "WAI"
CIRF	IRON ROD FOUND w/CAP
XCS	"X" CUT IN CONCRETE SET
XCF	"X" CUT IN CONCRETE FOUND
PKS	PK NAIL SET
PKF	PK NAIL FOUND
PP	POWER POLE
GW	GUY WIRE
MH	MANHOLE
WV	WATER VALVE
TP	TELEPHONE PEDESTAL
WM	WATER METER
FH	FIRE HYDRANT
IRV	IRRIGATION CONTROL VALVE
CO	CLEANOUT
AC	AIR CONDITIONER
SB	SIGNAL BOX
SP	SIGNAL POLE
SN	SIGN
SS	SANITARY SEWER
SW	STORM SEWER
TF	TRANSFORMER
GM	GAS METER
GMK	GAS MARKER
TMK	TELEPHONE MARKER
TSN	TRAFFIC SIGN
UGC	UNDERGROUND CABLE MARKER
EB	ELECTRIC BOX
EM	ELECTRIC METER
CC#	COUNTY CLERK'S INSTRUMENT No.
CM	CONTROLLING MONUMENT
GI	GRATE INLET
IN	INLET
ACM	ALUMINUM CAPPED MONUMENT
MP	METAL POST
MB	MAIL BOX
BILLB	BILLBOARD

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S10°13'28"E	73.66'
L2	S38°50'48"E	428.37'
L3	S79°46'57"W	303.18'
L4	N39°15'46"W	80.07'
L5	S04°56'48"E	254.88'
L6	S89°15'55"W	160.25'
L7	S06°22'48"E	270.92'
L8	N51°56'09"E	30.00'
L9	N38°03'51"W	60.00'
L10	N51°56'09"E	434.41'

LINE TABLE

LINE #	BEARING	DISTANCE
L11	N50°03'33"E	103.23'
L12	N39°56'27"W	30.00'
L13	N50°03'33"E	156.36'
L14	N89°06'44"E	41.89'
L15	S38°08'44"E	164.64'
L16	S51°12'10"E	60.12'
L17	S38°08'44"E	328.02'
L18	N48°44'38"E	223.81'
L19	N38°47'50"E	460.13'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	20°45'11"	1,450.00	525.20	522.34	S13°26'37"W
C2	12°24'52"	1,550.00	335.84	335.19	N13°52'15"E
C3	8°30'48"	1,093.05	162.41	162.26	N87°35'47"W
C4	18°52'00"	910.25	299.73	298.38	S87°13'37"W
C5	0°56'33"	1,667.02	27.42	27.42	S77°19'21"W
C6	39°17'19"	70.00	48.00	47.07	N83°30'16"W
C7	11°11'59"	1,550.00	302.98	302.50	N46°20'10"E
C8	8°05'22"	1,492.00	210.65	210.48	N46°00'52"E
C9	33°32'07"	845.00	494.58	487.55	N76°50'31"E
C10	29°02'14"	755.00	382.63	378.55	N74°35'35"E
C11	27°15'23"	845.00	401.98	398.20	S73°42'10"W
C12	25°54'47"	755.00	341.46	338.56	S73°01'51"W

GENERAL NOTES

- Basis of Bearing: Preliminary Right-of-Way Exhibit, Section 05 prepared by Daltech Engineering, Inc., dated 06-23-05.
- Bench Mark (if applicable): N/A
- FLOOD NOTE: According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48113C0230J, dated August 23, 2001, this property is within Flood Zone X - Areas determined to be outside the 500-year floodplain, Zone X (Shaded) - Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood. and Zone AE - Special Flood Hazard Area inundated by 100-year Flood Plain, base flood elevation determined. This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey without the benefit of a title commitment and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property, which may have been filed in the real property records.

NO.	DATE	REVISION	BY	APPROV.
3	03/11/11	SQ. FT. SOUTH TRACT		
2	02/07/11	REVISED SURVEY		
1	12/09/08	REVISED SURVEY		

Winkelmann & Associates, Inc.
 ENGINEERS
 6750 HILLCREST PLAZA, SUITE 1510
 DALLAS, TEXAS 75230
 Phone: (972) 480-7000
 Fax: (972) 480-7099
 Copyright © 2012, Winkelmann & Associates, Inc.

DANIEL CRIST SURVEY ABSTRACT NO. 228
 ROBERT MULLOUGH SURVEY ABSTRACT NO. 228
 RICHARD COPELAND SURVEY ABSTRACT NO. 228
 CITY OF SACHSE, DALLAS COUNTY, TEXAS
 THE TRULL FOUNDATION - CO THE HAINES COMPANY
 5430 GLEN LAKES DRIVE, SUITE 280
 DALLAS, TEXAS 75231

BOUNDARY SURVEY
 TRACT 1 - 15.034 ACRES, TRACT 2 - 7.889 ACRES,
 TRACT 3 - 1.508 ACRES, TRACT 4 - 11.003 ACRES
 TRACT 5 - 2.782

Date: 06.27.12
 Scale: 1" = 200'
 File: 43510b42(new)
 Project No.: 43510.00

SHEET
1
2

EXHIBIT "C"
FORM OF CONSTRUCTION EASEMENT

After Recording, Return to:
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

That **THE TRULL FOUNDATION** ("Grantor"), whose address is 404 4th Street, Palacios, Matagorda County, Texas 77465, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF SACHSE, TEXAS** ("Grantee"), a Texas home rule municipality, whose mailing address is 3815 Sachse Road, Building B, Sachse, Dallas County, Texas, 75048, the receipt and sufficiency of which is hereby acknowledged, has **DEDICATED, GRANTED, SOLD AND CONVEYED**, and by these presents does **DEDICATE, GRANT, SELL AND CONVEY** unto Grantee, including its employees, contractors and agents, a non-exclusive variable width **TEMPORARY CONSTRUCTION EASEMENT** over, along, across and under the property as described on Exhibit "A," attached hereto and incorporated herein by reference, located in Dallas County, Texas ("the Temporary Easement Property"), for the purpose of providing access to and staging area for the construction of a 24-inch sanitary sewer main/8-inch sanitary sewer line (the "Project").

Grantee and Grantee's contractors will, after doing any work in connection with the Project, repair or restore the surface of the Temporary Easement Property as close to the condition in which it was found before the Project was undertaken. **THIS TEMPORARY CONSTRUCTION EASEMENT** will expire when all work with respect to the Project, including, but not limited to, the repair and/or restoration of the Temporary Easement Property, is completed and accepted by Grantee.

TO HAVE AND TO HOLD the above Easement Property for use in connection with the Project as deemed necessary by the Grantee, with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said Grantee, its successors and assigns, for the purposes set forth herein.

EXHIBIT "C"

FORM OF CONSTRUCTION EASEMENT

The easements, rights, and privileges granted by this conveyance are nonexclusive, and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper provided such use by the others is subject to and does not unreasonably interfere with Grantee's use of the Temporary Easement Property.

Grantor may use the Temporary Easement Property for any and all purposes that do not unreasonably interfere with or prevent the use by Grantee or Grantee's contractors of the Temporary Easement Property for the purpose set forth herein. The temporary construction easement described herein is conveyed without warranty of title.

SIGNED AND AGREED this _____ day of _____ 2015.

**GRANTOR:
THE TRULL FOUNDATION**

By: _____
Colleen Claybourn, Chairman of the Board

GRANTOR'S ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF MATAGORDA §

This instrument was acknowledged before me on the _____ day of _____, 2015, by Colleen Claybourn, Chairman of the Board of The Trull Foundation, a Texas non-profit foundation, for and on behalf of said foundation.

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT "D"
FORM OF SEWER EASEMENT

After Recording, Return to:
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SANITARY SEWER EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That **THE TRULL FOUNDATION** ("Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration in hand paid by the **CITY OF SACHSE, TEXAS** ("Grantee"), a Texas home rule municipality, whose mailing address is 3815 Sachse Road, Building B, Sachse, Dallas County, Texas 75048, the receipt and sufficiency of which is hereby acknowledged, has **DEDICATED, GRANTED, SOLD, AND CONVEYED**, and by these presents does **DEDICATE, GRANT, SELL AND CONVEY** unto Grantee, sanitary sewer easement ("the Easement") over, along, across and under the following described property located in Dallas County, Texas, to wit:

Tract 1: A 28,355 square foot strip of land out of the Daniel Crist Survey, Abst. No. 226 and the Robert McCullough Survey, Abst. No. 928, City of Sachse, Texas, and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference;

Tract 2: A 17,473 square foot strip of land out of the Daniel Crist Survey, Abst. No. 226, the Robert McCullough Survey, Abst. No. 928, and the Richard Copeland Survey, Abst. No. 228, City of Sachse, Texas, and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference; and

Tract 3: A 1,455 square foot strip of land out of the Richard Copeland Survey, Abst. No. 228, City of Sachse, Texas, and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

(collectively, the "Easement Property") including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove and maintain certain sanitary sewer lines and appurtenances owned by Grantee, together with all lines, pipes, conduits and other facilities, equipment, improvements, and appurtenances used in connection with such said sanitary sewer utilities as deemed necessary thereto by Grantee (herein collectively referred to as "Grantee's Facilities"), over, along, across, under, into and through the Easement Property.

EXHIBIT "E"
FORM OF DEED OF TRUST

After Recording, Return to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust

Date: _____, 2015

Grantor: The Trull Foundation, a Texas non-profit foundation

Grantor's Mailing Address: 404 4th Street, Palacios, Texas 77465

Trustee[s]: Peter G. Smith

Trustee's Mailing Address: 500 N. Akard, Suite 1800, Dallas, Texas 75201

Lender: City of Sachse, Texas, a Texas home rule municipality

Lender's Mailing Address: 3815-B Sachse Road, Sachse, Texas 75048

Obligation: Grantor's obligation to reimburse Grantee for One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) of the Project Costs as defined in that certain Development Agreement entered into as of ____, 2015, by and between Grantor and Lender and recorded _____ 2015, as Instrument No. _____, Official Public Records, Dallas County, Texas.

Property (including any improvements): (Insert Description of Tract I or Tract II, whichever is applicable)

Prior Lien: None

Other Exceptions to Conveyance and Warranty: Any liens described in this deed of trust subject to which title is taken; validly existing easements,, rights-of-way, prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015 and subsequent years.

**EXHIBIT “E”
FORM OF DEED OF TRUST**

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor’s expense.

B. Grantor’s Obligations

Grantor agrees to—

- a. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- b. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien’s priority as it is established in this deed of trust;
- c. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- d. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- e. notify Lender of any change of address.

C. Lender’s Rights

C.1. Lender may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender’s discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

**EXHIBIT “E”
FORM OF DEED OF TRUST**

C.4. If Grantor fails to perform any of Grantor’s obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney’s fees. The amount to be reimbursed will be secured by this deed of trust.

C5. If a default exists in payment of the Obligation or performance of Grantor’s obligations and the default continues for ten (10) days after written notice of the default is delivered by Lender to Grantor, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender’s rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender’s agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.6. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee’s Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property “AS IS” to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney’s fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance.

**EXHIBIT “E”
FORM OF DEED OF TRUST**

D.4. be held harmless and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney’s fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee’s deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender’s rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender’s rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender’s other rights or remedies.

E.7. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.8. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

EXHIBIT "E"
FORM OF DEED OF TRUST

E.9. When the context requires, singular nouns and pronouns include the plural.

E.10. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.11. Except as otherwise provided herein, Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.12. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

E.13. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

The Trull Foundation,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of The Trull Foundation, a Texas non-profit foundation, on behalf of said foundation.

Notary Public, State of Texas



Legislation Details (With Text)

File #:	15-2984	Version:	1	Name:	Discuss 380 Agreement with First Texas Homes
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/25/2015	In control:		In control:	City Council
On agenda:	9/1/2015	Final action:		Final action:	
Title:	Discuss a 380 Grant Agreement with First Texas Homes.				

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)
[Sachse Texas Sales vs Use Tax Diagram](#)
[Sachse 380 Agreement First Texas Homes Inc.](#)

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

Title

Discuss a 380 Grant Agreement with First Texas Homes.

Executive Summary

The City has been approached by First Texas Homes (FTH) regarding a possible Economic Development Agreement with the City. FTH is seeking a direct payment sales tax permit and agreements with multiple cities in the Dallas/Fort Worth region.

Background

Having a direct payment sales tax permit would allow FTH to file use taxes on building materials purchased rather than sales tax. Currently, the local portion of sales taxes paid on building materials goes to the city where the supplier is located; Sachse has no suppliers within the City, so Sachse does not receive any sales or use tax payments. The local portion of use taxes paid by FTH would be filed with the delivery location, so Sachse would receive the local portion of those taxes.

FTH is seeking a rebate of .8% of the 1.75% total local taxes currently incurred in the City of Sachse. This would leave a net use tax gain to the City of .95%, to be split among the three receiving funds: General, Street Maintenance, and Economic Development. The agreement with FTH would be with the City, so the projections shown are based on the General Fund paying the entire rebate, leaving the General Fund with .2%. A separate agreement between the City and the Sachse Economic Development Corporation could be sought to split the rebate if City Council so desires.

The projections of savings to FTH and tax revenues to the City are based on the most

conservative estimates, with no additional building lots acquired by FTH and no increases in the cost of building materials over the ten years of the agreement. At that most conservative level, the taxpayer would save \$50,671, and total revenue to the City would be \$60,172.

Policy Considerations

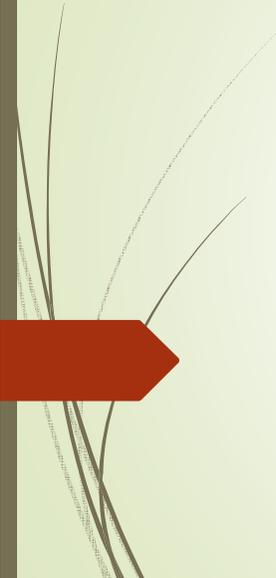
Chapter 380 of the Texas Local Government Code allows municipalities to enter agreements to promote local economic development and stimulate business and commercial activity.

Budgetary Considerations

No changes to current sales/use tax projected revenues are included in the 2015-2016 proposed budget. There are no additional expenditures to the City as a result of administering the agreement.

Staff Recommendations

Discuss the proposed 380 Grant Agreement with First Texas Homes and provide feedback to staff.



FIRST TEXAS HOMES SALES/USE TAX 380 GRANT AGREEMENT

City Council Presentation

September 1, 2015



WHY AND HOW?

- Currently First Texas Homes pays sales tax on materials with local portion going to location of supplier.
- Sachse has no suppliers to First Texas Homes, so no sales tax receipts.
- First Texas will obtain direct payment sales tax permit and file use tax instead of sales tax; local portion goes to the delivery location.
- City gains a total of .95% net (1.75% less .8% rebate) use tax on building materials delivered to Sachse.
- First Texas Homes receives a rebate from the City of .8%.

SALES TAX/USE TAX COMPARISON

- ▶ Taxpayer pays sales tax on materials to vendor
- ▶ Sales tax paid based on vendor's sales outlet location
- ▶ Cities where construction occurs receive no sales tax on materials
- ▶ Larger cities receive majority of sales taxes on materials used in Sachse construction
- ▶ Taxpayer self-assesses use tax on materials to the State
- ▶ Taxpayer issues direct payment exemption certificate to vendor
- ▶ Use tax paid where materials are used
- ▶ City receiving use tax revenue provides rebate to taxpayer

ESTIMATED SAVINGS/BENEFIT

Estimated Benefits for the Agreement - First Texas	0.8% Total	FIH Est Sav - thru Buildout			
Existing Undev. Lots / Current Mat. Prices		\$50,671.28			
Existing Undev. Lots/Mat. Price Incr 5% Annually		\$66,920.44			
Existing Undev. Lots/Mat. Price Incr 8% Annually		\$79,277.75			
Estimated Benefits for the Agreement - City	.95% Total	City Est. Sav thru Build-out	.2% Gen. City Tax	.25% Roads	.5% EDC
Existing Undev. Lots / Current Mat. Prices		\$60,172.14	\$12,667.82	\$15,834.77	\$31,669.55
With Allocation Agreement with EDC			\$29,558.24		\$14,779.13
Existing Undev. Lots/Mat. Price Incr 5% Annually		\$79,468.03	\$16,730.11	\$20,912.64	\$41,825.28
Existing Undev. Lots/Mat. Price Incr 8% Annually		\$94,142.33	\$19,819.44	\$24,774.30	\$49,548.59

Note: Based on NO future undeveloped lot purchases/development during 10-year 380 Agreement



ADDITIONAL INFORMATION

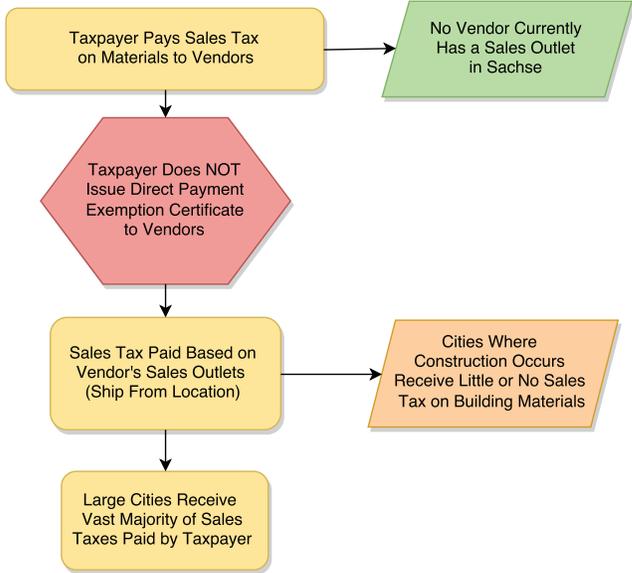
- Requires extensive record-keeping by taxpayer First Texas Homes.
- Only worthwhile if 380 agreements in place with multiple cities.
- 380 agreements either approved or pending with Frisco, Prosper, Rockwall, Mansfield, Midlothian, and Celina.
- Rebates to be issued twice a year.
- Requires minimal work/record keeping by the City.
- Projections shown assume 100% of rebate coming from General Fund; allocating between City and EDC is possible with a separate Economic Development Agreement.
- Allocation agreement with EDC would result in \$29,558.24 net to General Fund and \$14,779.13 to EDC (no inflation factor for material prices).



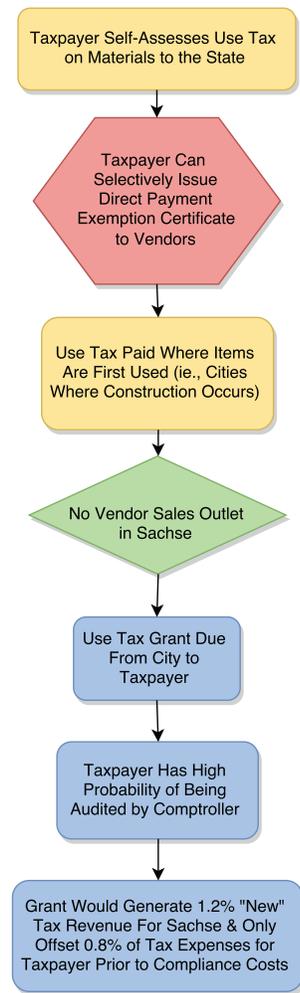
CONCLUSION—Next Steps

- Decide on allocation of rebate expense.
- City Council and EDC approve separate Economic Development Agreement for allocation of rebate.
- Approve Chapter 380 Agreement between City and First Texas Homes—September 14 City Council meeting.
- First Texas Homes applies for direct payment sales tax permit.
- Use tax receipts and rebates commence on October 1 (estimated).

Texas Sales Tax Paid to Vendor



Texas Use Tax Paid by Purchaser



**CHAPTER 380 GRANT AGREEMENT BY
AND BETWEEN THE CITY OF SACHSE, TEXAS
AND FIRST TEXAS HOMES, INC.**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Sachse, Texas ("City", also referred to as "Grantor") and First Texas Homes, Inc. (the "Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Sachse, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it would like to partner with the City, and that a contributing factor that would induce the Company to purchase items using a Texas Direct Payment Permit and generate economic development and local use tax revenue for the City, that would otherwise not be available to the City, would be an agreement by the Grantor to provide an economic development grant to the Company; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Sachse ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 of the Texas Local Government Code to encourage and induce the generation of local use tax; and

WHEREAS, the Grantor has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the Grantor, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" and "Grantor" shall mean The City of Sachse, Texas.

"Company" shall mean First Texas Homes, Inc.

"Commencement Date" shall mean _____, 2015.

"Effective Date" shall mean _____, 2015.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue

through and include the last day of December 2015 following the Effective Date. For illustration purposes, assume the Effective Date is _____, 2015 then the first Grant Period would begin on _____, 2015 and continue through and include December 31, 2015. The next Grant Period would begin on January 1, 2016 and continue through and include June 30, 2016. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2025 and end on July 31, 2025.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the Grantor's receipts from the State of Texas from the collection of one percent (1%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the Grantor setting forth the Company's collection of use tax imposed by and received by the Grantor from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as Grantor may reasonably request.

ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until Grantor has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance of all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to

80% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid semi-annually at the end of June and the end of December with the potential exception of the final Grant Period during the ten (10) year period following the execution of the Agreement, commencing August 1, 2015. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. Grantor shall pay the Grant for the applicable Grant Period within forty-five (45) days after receipt of a Use Tax Certificate from Company following the end of each Grant Period, pursuant to Section 4.01. Company shall submit Use Tax Certificates to Grantor within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period. For illustration purposes, assume the first Grant Period begins on August 1, 2015 and continues through and includes December 31, 2015. Company would submit a Use Tax Certificate to Grantor for the first Grant Period by January 30, 2016 and Grantor would pay the first Grant within forty-five (45) days after receipt of the Use Tax Certificate. Further assume that the Use Tax Receipts for the first Grant Period equal Five Thousand Dollars (\$5,000.00), then the amount of the first Grant would be Four Thousand Dollars (\$4,000.00).

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the Grant Period immediately following such State approved amendment shall be adjusted accordingly, provided the Grantor must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide Grantor with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the Grantor. The Grantor may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the Grantor's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the Grantor with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The Grantor shall have no duty to

calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement until such time as Company has provided the Grantor a Use Tax Certificate for such Grant Period and the Grantor has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by Grantor to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this agreement.

Company will provide to Grantor the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law, Grantor will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Grantor must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and Grantor must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the Grantor with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the Grantor or Company, as the case may be;
- (c) by Grantor, if any Impositions owed to the Grantor or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (d) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
- (e) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;
- (g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability. It is understood and agreed between the parties that the Company and Grantor, in satisfying the conditions of this Agreement, have acted independently, and Grantor assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the Grantor from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

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

If intended for City, to:

Attn: Gina Nash
City Manager
3815 Sachse Rd., Bldg. B
Sachse, TX 75048

With a copy to:

Attn:

If intended for the Company:

Attn: Kristy Murday
Controller
First Texas Homes, Inc.
500 Crescent Court, Suite 350
Dallas, TX 75201

With a copy to:

Attn: John D. Sloan, Jr.
Sloan Matney, LLP
Two Turtle Creek
3838 Oak Lawn, Suite 1200
Dallas, TX 75219

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or

written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Sachse, Dallas County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Dallas County, Texas.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. Grantor and Company shall share the costs of mediation equally. The mediation shall be held in Sachse, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the ____ day of _____, 2015.

THE CITY OF SACHSE, TEXAS

By: _____
Mike Felix, Mayor

ATTEST:

City Secretary

By: _____

EXECUTED as of the ____ day of _____, 2015.

By: First Texas Homes, Inc.
a Texas corporation

By: _____
Name: Kristy Murday
Title: Controller

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
CITY OF SACHSE §

This instrument was acknowledged before me on the _____ day of _____, 2015 by Gina Nash, City Manager of The City of Sachse, Texas, on behalf of said city.

Name: _____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
 §
CITY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2015 by Kristy Murday, Controller of First Texas Homes, Inc., a Texas corporation, on behalf of said company.

Name: _____

Notary Public - State of Texas

My commission expires: _____



Legislation Details (With Text)

File #:	15-2981	Version:	1	Name:	Consider the appointment of Michelle Lewis Sirianni as City Secretary.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/24/2015	In control:		In control:	City Council
On agenda:	9/1/2015	Final action:		Final action:	
Title:	Consider and take action on the appointment of Michelle Lewis Sirianni as City Secretary of the City of Sachse.				

Sponsors:

Indexes:

Code sections:

Attachments:

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

Title

Consider and take action on the appointment of Michelle Lewis Sirianni as City Secretary of the City of Sachse.

Executive Summary

The purpose of this item is to provide the City Council with the opportunity to appoint Michelle Lewis Sirianni as the City Secretary of the City of Sachse.

Background

Mr. Terry Smith retired as City Secretary from the City of Sachse on June 30, 2015. Ms. Lewis Sirianni was appointed to Interim City Secretary at the June 15, 2015 City Council Meeting effective July 1, 2015. After the posting of the position, the City Council held a special meeting on Saturday, August 22, 2015, to interview finalists for the City Secretary position.

Policy Considerations

N/A.

Budgetary Considerations

N/A.

Staff Recommendations

None.