



City of Sachse, Texas

Meeting Agenda

City Council

Monday, July 18, 2016

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, July 18, 2016, 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 on by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests.

[16-3411](#) Approve the minutes of the July 5, 2016 workshop meeting.

Attachments: [07.05.16 Minutes Workshop](#)

[16-3412](#) Approve the minutes of the July 5, 2016 special meeting.

Attachments: [07.05.16 Minutes](#)

[16-3413](#) Approve an agreement from Oncor regarding the audit of City street lights.

Attachments: [Settlement Agreement](#)

[16-3429](#) Approve an ordinance abandoning a sanitary sewer easement of two thousand and four square feet, more or less, as more particularly described in Exhibit "A" and depicted in Exhibit "B" to the property owners Orville Craig Jones and Kibbie Jones Hipp.

Attachments: [Ordinance](#)

[Exhibit - Original Easement](#)

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

[16-3414](#) Proclaim July 2016 Parks and Recreation Month.

Attachments: [Proclamation](#)

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 by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement.

4. REGULAR AGENDA ITEMS.

[16-3415](#) Consider an ordinance authorizing the issuance and sale of City of Sachse, Texas General Obligation Refunding Bonds, Series 2016; levying annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provision relating to the subject.

Attachments: [Presentation](#)

[Ordinance](#)

[16-3417](#) Consider an ordinance authorizing the issuance and sale of City of Sachse, Texas Limited Tax Notes, Series 2016; levying an annual ad valorem tax and providing for the security for and payment of said notes; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Attachments: [Ordinance](#)

[16-3418](#) Conduct a public hearing and take action on a request by Serene Global Group, to rezone approximately 10.26 acres of land from Commercial to a Planned Development District (PD) to allow for a residential townhouse subdivision, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within Sachse city limits.

Attachments: [Staff Presentation](#)

[Proposed PD Ordinance](#)

[Applicant Presentation](#)

5. ADJOURNMENT.

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

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

As authorized by Section 551.072(2) of the Texas Government Code, this meeting may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

Posted: July 15, 2016; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements, please contact Michelle Lewis Sirianni, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date.



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3411 **Version:** 1 **Name:** July 5, 2016 Council Workshop meeting minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 7/11/2016 **In control:** City Council
On agenda: 7/18/2016 **Final action:**
Title: Approve the minutes of the July 5, 2016 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [07.05.16 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title
July 5, 2016 workshop minutes.

Background
Minutes of the July 5, 2016 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the July 5, 2016 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

JULY 5, 2016

The City Council of the City of Sachse held a workshop meeting on Tuesday, July 5, 2016 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Council Members Brett Franks, Charlie Ross, Paul Watkins, Bill Adams, Cullen King and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Human Resources Manager, Stacy Buckley; Community Development Director, Dusty McAfee; Director of Public Works and Engineering, Greg Peters; Finance Director, Teresa Savage; Police Chief, Bryan Sylvester; Fire Chief, Marty Wade; and Fire Operations Captain, Chris Hall.

Mayor Felix called the meeting to order at 6:31 p.m.

SMART METER TECHNOLOGY: Presentation and discussion of smart meter technology.

Mrs. Nash provided an introduction of the item to Council.

Mrs. Savage presented this item with an overview regarding smart meters including goals and current challenges within the Utility Billing department. A comparison of Automated Meter Reading (AMR) versus Advanced Metering Infrastructure (AMI) was given with the main differences being that AMR is a one-way communication and can be read manually when the register no longer sends a read and AMI is a two-way communication with a true digital read with no manual read available. Both AMR and AMI can have interference due to a variety of objects. Mrs. Savage stated that the city currently has an AMR system and has researched options including financing options on converting to an AMI system. If the city stays with the current metering structure, the accuracy of reads is more about the meter than the reading method, and eventually all meters will require replacement. Staff is seeking feedback from Council on what they would like to see prioritized on the added features regarding smart meter technology, which include: customer interface, monitoring and control, leak detection and notifications, prepayment and select-date billing, pressure controls (add on feature), and remote service connect and disconnect (add on feature).

Mrs. Nash stated that Council's next steps would be to discuss the need to move toward AMI and whether they prefer to make the transition all at once or be implemented in phases. Based on their feedback, staff will include the cost estimates in the 2016-2017 budget.

Council discussed what would be more efficient, how the department would integrate any changes, maintenance on the meters, the add on features, and if there was any adverse effects on their department if changes were made.

Council consensus was to implement in phases.

No formal action was taken.

SERENE GLOBAL GROUP: Presentation and discussion on a request by Serene Global Group to rezone approximately 10.26 acres of land from Commercial to a Planned Development District (PD) to allow for a residential townhouse subdivision, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within Sachse City limits.

Mayor Felix announced that this item will be carried over as the first item on the regular council agenda.

ADJOURNMENT: At 7:35 p.m. Mayor Felix adjourned the meeting.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3412 **Version:** 1 **Name:** July 5, 2016 Council meeting minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 7/11/2016 **In control:** City Council
On agenda: 7/18/2016 **Final action:**
Title: Approve the minutes of the July 5, 2016 special meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [07.05.16 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
July 5, 2016 meeting minutes.

Background
Minutes of the July 5, 2016 special meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the July 5, 2016 special meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

JULY 5, 2016

The City Council of the City of Sachse held a regular meeting on Tuesday, July 5, 2016 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Council Members Brett Franks, Charlie Ross, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Park and Recreation Director, Lance Whitworth; Public Works Director and Director of Public Works and Engineering, Greg Peters; Community Development Director, Dustin McAfee; Human Resources Manager, Stacy Buckley; Finance Director, Teresa Savage; Fire Chief, Marty Wade and Police Chief, Bryan Sylvester.

Mayor Felix opened the meeting at 7:51 p.m.

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

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. **16-3396** Approve the minutes of the June 20, 2016 workshop meeting. **16-3397** Approve the minutes of the June 20, 2016 regular meeting. **16-3398** Approve the Monthly Revenue and Expenditure Report for the period ending May 31, 2016.

Councilman King made a motion to approve items 16-3396, 16-3397, and 16-3398 as submitted. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS,

Mayor Pro Tem Ross stated that the Library will be hosting a bike rodeo on Thursday, July 7 at 11:00 a.m. and encouraged everyone to bring out their bike, tricycle or scooter to the event. On Tuesday, July 26, In & Out Burger will be at the Library at noon. Come out for a free burger, chips and drink while supplies last.

Councilman King thanked everyone for the Red, White, and Blue Blast, and for the high school fundraiser with the dunking booth. Everyone had a great time.

Councilman Adams thanked all those involved with the event as well and noted that the people were out taking the surveys regarding the City's Comprehensive Plan. He commented that upon talking to one of individuals that of the people they were approaching to take the survey, it was about half Sachse residents and half non-Sachse residents.

Councilman Franks thanked the Police Department for the Cops n Campers program. He commented that his daughter has had a great time at the camp and encouraged residents to sign up their children if there are still spots available.

Councilman Bickerstaff thanked the CERT team for their assistance and volunteering at the Red, White, and Blue Blast.

Mayor Felix thanked all the public safety staff, Lance and Cynthia with the Parks and Recreation Department, the Chamber of Commerce, and all the sponsors at the Red, White, and Blue Blast for all their hard work and making it a great event.

16-3403 Recognize employees for their service to the City of Sachse.

Mayor Felix presented certificates of appreciation to Donna Fountain for twenty years of service and to DeAubrey Bethley for employee of the quarter.

CITIZENS INPUT:

Diane Smith, 4802 Sachse Road, asked Council to consider making Martin Luther King Day a holiday for city staff and moving their regular council meeting to Tuesday night.

REGULAR AGENDA ITEMS:

16-3401 Presentation and discussion on a request by Serene Global Group to rezone approximately 10.26 acres of land from Commercial to a Planned Development District (PD) to allow for a residential townhouse subdivision, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within Sachse City limits.

Mrs. Nash introduced this item stating a public hearing is scheduled for the July 18 Council meeting and the presentation tonight will give Council an opportunity to hear the request, provide feedback, and ask any questions they may have. The Planning and Zoning recommended approval of this request with a 6-0 vote with one being absent.

Mr. McAfee stated that this request is for a residential townhouse subdivision. The subject property is currently undeveloped land and contains a cell tower, and a PD allows for such request. The subject property is odd-shaped with multiple owners. There is currently commercial to the north and no residential adjacency. The applicant plans to design around the existing cell tower. The applicant is currently proposing 121 single family townhomes that will have individual ownership, and will require an HOA. The proposed layout of the project was described including the amenities, open spaces, landscaping and architectural designs. Mr. McAfee presented policy considerations and a fiscal impact analysis from possible fees that would be collected from the project resulting in total revenues collected by the City if the project was approved. The Planning and Zoning Commission unanimously recommended approval with one minor modification to

require all rear facades to be masonry. The public hearing is scheduled for the July 18 regular Council meeting. Staff is seeking any feedback from Council regarding the proposed request.

Councilman Adams stated that it seems like a quality project and if the applicant has agreed to all the request, than likes using the PD for the project. Councilman Franks asked if part of the property was EDC land and if it was an EDC project. Mr. McAfee replied that part of the property is EDC, but is not an EDC project. The fencing and masonry wall was discussed as part of the landscape buffer. Councilman Franks stated the he likes the PD, but does not like stucco. The Council also discussed the size of the proposed buildings and the overall quality of the project. Councilman Bickerstaff also stated he does not like stucco and would like no more than two stories. Councilman King likes the diversity of the product and Councilman Watkins feels the proposed request is a great use for the subject property. Mayor Pro Tem Ross asked if they applicant had other similar projects that Council could view.

Mrs. Nash summarized Council's requests by confirming that that they would like to see changes to the building materials and height, an established HOA, examples of like builds and any places similar they could visit, and to address public safety concerns.

No formal action taken by Council.

16-3405 Discuss the City of Sachse financial forecast.

Mrs. Nash introduced this item stating Council will receive an overview of economic and financial factors and the budget is currently being reviewed by the City Manager.

Mrs. Savage presented the financial forecast by highlighting regional economic indicators, assessed property values, property tax assumptions and revenue, debt service payment current and proposed, sales tax receipts, trends, franchise revenue, permits and development revenues, a preliminary budget revenue and expenditure summary, a summary of the general fund including an analysis and three year projection, utility fund results, water revenue and expenses, sewer revenue and expenses, and a summary of the utility fun and three year projection.

Council discussed the fund balance and best practices. Mrs. Savage explained that keeping it at 25-35% of operating is ideal. Councilman Watkins asked if 35% was high enough. Mrs. Savage replied yes. Councilman Watkins requested that he would like to see a presentation from North Texas Municipal Water District regarding their plans, cost, etc.

16-3400 Discuss and consider Driver/Engineer position reclassifications for the Fire Department.

Mrs. Nash introduced this item stating the Council will discuss the reclassification of a Driver/Engineer position within the Fire Department.

Chief Wade presented Council with objectives of why to consider a Driver/Engineer position(s). Chief Wade outlined a typical aerial fire apparatus, emergency vehicles safety initiatives, the benefits of having such positions, and the budgetary impact. Chief Wade stated the request is to create six Driver positions in FY 2016-2017. On October 1, 2016 they would reclassify three

Firefighter positions to Driver Engineers and then on April 1, 2017 they would reclassify three more.

Mrs. Nash stated if Council considers this request, a supplemental budget request would be included in the proposed budget at the upcoming budget workshop session.

Council discussed how this would change the work flow within the department positions, and the budgetary impacts.

Council consensus was that they are in favor of the proposed request.

16-3371 Consider a resolution authorizing the Chief of Police to apply for and accept a grant through the Office of the Governor-Criminal Justice Division for the purchase of Body Cameras and associated equipment.

Mrs. Nash presented the item stating the Police Department submitted a preliminary grant application, which has been approved. Staff is recommending approval of the proposed resolution.

Chief Sylvester presented Council with the types of body cameras currently worn by the department. Chief Sylvester explained numerous cameras are five to seven years old, the system is not compatible with the in-car system nor allows for storage based storage/retrieval, and has limited service through vendors. The proposed Watchguard VISTA HD extended capacity system is server based and will integrate with the in-car camera system, and has current technology. Chief Sylvester outlined the specifics of the grant including the grant requirements. Chief Sylvester added that the match amount for the grant will be derived from personnel salary savings within the existing budget.

Council discussed the maintenance of the server and equipment.

Councilman Adams made a motion to approve a resolution applying for and accepting a grant through the Office of the Governor-Criminal Justice Division for the purchase of body cameras and associated equipment. Councilman Franks seconded that motion and the motion was unanimously approved.

16-3402 Receive a status update on the Comprehensive Plan from staff.

Mrs. Nash stated that staff will be provided monthly updates with the consultants updated when more tangible information is available.

Mr. McAfee presented a public input timeline which outlined to date the tasks done for the Comprehensive Plan involving public input including town hall meetings, charrettes, and Facebook surveys. Mr. McAfee stated that the consultant team attended the Red, White, and Blue Blast to survey the public and will be holding two Woodbridge focus groups the second week of July. More detailed surveys will hit Facebook throughout the rest of the summer with similar presentations being provided to the Planning and Zoning Commission and EDC in late July. Mr. McAfee shared general feedback received from the public and highlighted parts of the update that have occurred thus far.

Councilman Watkins asked for the details of the Woodbridge meetings. Mr. McAfee stated that they will be held on Thursday, July 14 at City Hall. There will be one at 9:30 a.m. and one at 6:30 p.m.

16-3404 Receive a presentation from Trepex regarding a senior living concept.

Mrs. Nash stated the following item is for Council discussion regarding a possible senior living concept that would consist of independent housing for individuals 55 years and older and assisted living homes.

Mr. McAfee presented the item stating the proposed project location is located south of Sewell Elementary, east of Miles Road, and west of Heritage Park and is on approximately 9.5 acres of land. The applicant, Trepex, specializes in senior housing developments. Staff is seeking feedback as to whether this fits into their vision for the area. The proposed tract is located in the “Transition Zone” of the Turnpike Overlay District and not in the TIF zone with a base zoning of C-2. The tract’s retail potential is slightly challenged due to the where it sits off the George Bush Turnpike (GBT). Mr. McAfee provided a product overview which would entail a mix of assisted living (not allowed “by right”) and senior housing (allowed “by right”). A PD could be used to incorporate the senior housing into the assisted living project. Mr. McAfee also provided information on the Transition Zone, which was intended to be used between intense commercial along the GBT and the residential neighborhoods. It also requires open space to equal the square footage of the building blueprint and limits building height to two stories within 300’ of residential uses.

Mrs. Nash commented that senior housing has dramatically changed and staff is seeking direction regarding the proposed senior living concept.

Mayor Felix commented that he believes this would be a good buffer in this zone and would like to explore further. Councilman Franks also stated he would like to entertain further conversations and options. Councilman King agreed. Councilman Watkins agreed and asked what percentage of the development would be senior housing versus assisted living. Mayor Pro Tem Ross would like to see the development standards increased and asked if assisted living was considered multi-family. Mr. McAfee replied no. Councilman Bickerstaff asked about the age restriction and seeing a copy of the presentation from the applicant. Councilman Adams stated he would be in favor of the development being established with a PD.

The applicant presented Council with the proposed assisted living, memory care, and independent living facility development. The applicant is proposing 123 independent living units, 77 assisted living and memory care units, and the facility is designed to specific site conditions to fit within each community. The applicant also discussed the proposed subject property, a typical site plan layout, elevations, and architecture designs from other projects they have done.

Council discussed the market and demand for proposed facility. Councilman Franks added that he would prefer one story and more residential feel such as single-family residential housing/townhomes as well as upgraded building materials.

16-3395 Discuss pavement evaluations for City streets and the Street Maintenance Tax Fund.

Mrs. Nash stated staff is providing an update on the PASER ratings of the City streets and a list for Council to possibly include in the Capital Improvement Plan (CIP).

Mr. Peters presented an update of the street maintenance by providing an overview and progress of the street(s) evaluation(s). To date staff has completed an assessment of 113 streets, including 71 concrete streets and 42 asphalt streets. A map of the areas assessed to date and their current PASER ratings were discussed. Mr. Peters stated that in May 2013 the voter approved the Street Maintenance Sales Tax. A re-approval by vote will be required for the tax to be included in the FY 2017-2018 budget. To meet this requirement, the item would need to be placed on the May 2017 General Election. Mr. Peters outlined the completed street maintenance tax projects and estimated funding for the FY 2016-2017. Staff is seeking feedback on the placing of the Street Maintenance Tax on a future ballot and projects they would like to see considered in the CIP for FY 2016-2017.

Mayor Pro Tem Ross asked how often the list would be updated/streets re-evaluated, and timeframe before all streets are completed. Mr. Peters replied approximately two years to complete and the list would be updated with new PASER ratings as streets are repaired.

Council agreed to place the Street Maintenance Sales Tax on the May 2017 ballot and requested staff to bring back projects for consideration.

ADJOURNMENT:

Councilman Adams made a motion to adjourn. Councilman King seconded that motion.

Mayor Felix adjourned the meeting at 10:44 p.m.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3413	Version:	1	Name:	OnCor Settlement Agreement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/11/2016	In control:		In control:	City Council
On agenda:	7/18/2016	Final action:		Final action:	
Title:	Approve an agreement from Oncor regarding the audit of City street lights.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Settlement Agreement				

Date	Ver.	Action By	Action	Result
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Title
OnCor Settlement Agreement

Background
OnCor recently conducted an audit of city street lights. Their audit determined that for a period of time, the billings were inaccurate and resulted in the overbilling to city. The agreement presented compensates for the overbilling of street lights not only for the service of those lights, but also for energy.

The agreement provided by Oncor will initiate a payment of \$904.46 to the City.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve agreement as submitted.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into as of December 09, 2015 (the "Effective Date") by and between Oncor Electric Delivery Company LLC ("Oncor") and the City of Sachse, Texas (the "City").

WHEREAS, Oncor and the City agree that Oncor and its predecessors in interest have been billing – either directly to the City prior to the start of retail competition in January 2002 or to retail electric providers serving the City since the start of retail competition in January 2002 – for providing service to unmetered street lights (the "Street Lights") for which the City is the end-use customer; and

WHEREAS, Oncor and the City agree that Oncor's billings have, for an undetermined period of time, been inaccurate with respect to the number and/or type and/or size of Street Lights for which the City is the end-use customer; and

WHEREAS Oncor and the City recognize that the information is not readily available to determine the exact number, type and size of streetlights provided by Oncor during the past; and

WHEREAS the overbilling of street light numbers has resulted in City paying excess charges not only for transmission and distribution service, but also for energy; and

WHEREAS, Oncor and the City wish to avoid the expense of proceedings at either the Public Utility Commission of Texas or state district court; and

WHEREAS, Oncor wishes to avoid the expense Oncor would incur if it were required to cancel/rebill prior bills or invoices to the City or to the City's retail electric provider(s).

NOW, THEREFORE, in order to fully and finally resolve all disputes and claims arising out of or related to the billings by Oncor, Oncor's predecessors in interest, the City's retail electric providers, and the affiliated companies of each, for electricity consumed by the Street Lights, and for the mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is acknowledged, Oncor and the City agree as follows:

1. PAYMENT TO THE CITY

No later than 30 days after the latest signature date set below, Oncor will pay the City the sum of \$904.46.

2. RELEASE OF ONCOR AND ITS AFFILIATES, AND OF RETAIL ELECTRIC PROVIDERS WHO PROVIDED STREET LIGHT SERVICE TO THE CITY

The City, on behalf of itself and its successors and assigns and any and all persons, entities or municipalities claiming by, through or under them, hereby **RELEASES, DISCHARGES AND ACQUITS**, forever and for all purposes, Oncor, its predecessors in interest, and each of their respective agents, employees, officers, directors, shareholders, partners, insurers, attorneys, legal representatives, successors, and assigns, as well as all affiliated companies, including TXU Energy Company LLC and its subsidiaries, as well as all retail electric providers from whom the City has taken retail electric service, for Street Lights from and against any and all liability which they now have, have had, or may have, and all past, present and future actions, causes of action, claims, demands, damages, costs, expenses, compensation, losses, and fees of any kind or nature whatsoever, whether known or unknown, fixed or contingent, in law or in equity, whether asserted or unasserted, whether now existing or accruing in the future, arising out of or related to the calculation, reporting, billing or invoicing of charges to the City for electric service for Street Lights through December 9, 2015.

3. AGREEMENT AS TO ACCURACY OF CURRENT STREET LIGHT BILLING INFORMATION

City does not dispute and agrees not to dispute that the current Street Light billing information being used by Oncor for the City's Street Lights, including but not limited to the number, types and sizes of Street Lights, as detailed on Attachment A, is accurate as of December 9, 2015.

4. WARRANTY AS TO AUTHORITY

Oncor and the City each warrant that the person executing this Agreement on their behalf has the authority to bind the entity for whom such person signs this Agreement.

5. MISCELLANEOUS PROVISIONS

A. The parties acknowledge and agree that the terms of this Agreement are all contractual and not mere recitals.

B. The parties acknowledge that they have read this Agreement in its entirety, understand its terms, and that this Agreement is entered into voluntarily, without duress, and with full knowledge of its legal significance.

C. This Agreement may not be modified in any manner, nor may any rights provided for herein be waived, except in an instrument in writing signed by each party.

THE CITY OF _____, TEXAS

By: _____

Its: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
201__, by _____, on behalf of the City of _____, Texas.

Notary Public, State of Texas

ATTACHMENT A

CITY OF SACHSE STREET LIGHTING BILLING TABLE AS OF DECEMBER 9, 2015

Account	Description	Count	Last Run	Wattage	Type	Schedule
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City of Sachse - Oncor Streetlight Audit Summary 2015

Inventory Counts				
Pre-Survey Light Total	Lights Surveyed	Lights Correct	Total Errors	Post-Survey Light Total
848	848	832	16	849
(11/30/15)	100.00%	98.11%	1.89%	(12/09/15)

Audit Findings				
Record Errors	Wattage	Removes	New Adds to Existing Premises	New Adds, Not in Billing System
16	13	2	1	2
100.00%	81.25%	12.50%	6.25%	

Settlement Calculations						
Adds - Lights in Field		Removes - Light not in Field		Net	Unit Settlement	Extended Amount
1	100-HP,A	1	100-HP,A	0	\$1,226.30	\$0.00
1	175-MV,A	1	175-MV,A	0	\$1,326.50	\$0.00
1	400-MV,A	0	400-MV,A	-1	\$120.54	(\$120.54)
3		2		-1		(\$120.54)

Wattage Correction Changes	\$1,025.00
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Total Settlement to be Paid	\$904.46
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Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
Lights Added to Existing Premises									
1	4047559-3677384	0	No Light	SAC	1	400 MV	12/1/2015 7:48:07	Added 400MV	
		0			1				

Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
Lights Removed									
1	4043101-3673221	1	100 HP	SAC	0	No Light	12/1/2015 7:49:14	Removed 100HP	
2	4045665-3674227	1	175 MV	SAC	0	No Light	12/1/2015 7:48:43	Removed 175MV	
		2			0				

Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
Wattage Change									
1	4042104-3673958	1	100 HP	SAC	1	175 MV	12/1/2015 8:16:38	Changed 100HP to 175MV	(\$194.20)
2	4042274-3673645	1	100 HP	SAC	1	175 MV	12/1/2015 8:19:21	Changed 100HP to 175MV	(\$194.20)
3	4038024-3673818	1	100 HP	SAC	1	175 MV	12/1/2015 8:12:35	Changed 100HP to 175MV	(\$194.20)
4	4041427-3673474	1	100 HP	SAC	1	175 MV	12/1/2015 8:15:24	Changed 100HP to 175MV	(\$194.20)
5	4042069-3676318	1	175 MV	SAC	1	100 HP	12/1/2015 8:20:46	Changed 175MV to 100HP	\$200.20
6	4038328-3675872	1	175 MV	SAC	1	100 HP	12/1/2015 8:11:25	Changed 175MV to 100HP	\$200.20
7	4047340-3673904	1	175 MV	SAC	1	100 HP	12/1/2015 8:09:59	Changed 175MV to 100HP	\$200.20
8	4043306-3672966	1	175 MV	SAC	1	100 HP	12/1/2015 8:07:18	Changed 175MV to 100HP	\$200.20
9	4044531-3670426	1	175 MV	SAC	1	100 HP	12/1/2015 8:05:28	Changed 175MV to 100HP	\$200.20
10	4052901-3669701	1	175 MV	SAC	1	100 HP	12/1/2015 8:04:50	Changed 175MV to 100HP	\$200.20
11	4053381-3666731	1	175 MV	SAC	1	100 HP	12/1/2015 8:04:14	Changed 175MV to 100HP	\$200.20
12	4053045-3665813	1	175 MV	SAC	1	100 HP	12/1/2015 8:02:38	Changed 175MV to 100HP	\$200.20
13	4048495-3675166	1	175 MV	SAC	1	100 HP	12/1/2015 7:57:16	Changed 175MV to 100HP	\$200.20
		13			13				\$1,025.00

Oncor Audit Results - New Adds

2015

Line #	Lat	Log	Location	Qty	Owner	Light Type	Description	Audit Time Stamp
New Lights Added, Not in Billing System								
1	32.9792560664014	-96.6095229555867	1522 Bonanza Ct, Sachse, TX 75048, USA	1	Oncor	100-HP	STEEL POLE. OPEN- BOTTOM STREETLIGHT FIXTURE. UG FEED. FRONT OF 1522 BONANZA CT.	11/25/2015 9:11:32
2	32.9780419050012	-96.5842294686991	4021 7th St, Sachse, TX 75048, USA	1	Oncor	175-MV	WOOD POLE. OPEN- BOTTOM STREETLIGHT FIXTURE. OH FEED. TRANSFORMER POLE. NW CNR OF SEVENTH ST	11/23/2015 14:40:50
				2				



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3429	Version:	1	Name:	Sanitary Sewer Easement Abandonment
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/14/2016	In control:		In control:	City Council
On agenda:	7/18/2016	Final action:		Final action:	

Title: Approve an ordinance abandoning a sanitary sewer easement of two thousand and four square feet, more or less, as more particularly described in Exhibit "A" and depicted in Exhibit "B" to the property owners Orville Craig Jones and Kibbie Jones Hipp.

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance](#)
[Exhibit - Original Easement](#)

Date	Ver.	Action By	Action	Result
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Title
Sanitary Sewer easement abandonment

Background
The Mustang Assisted Living Facility on Ranch Road is constructing an off-site sanitary sewer main across the subject property for their development. During construction, it was determined that the alignment of the sewer main needed to change due to site conditions and a more suitable downstream tie-in location to the existing City sewer being identified.

The property owner of the subject property had previously dedicated a sanitary sewer easement for the new sewer main. The original easement for the sewer main is shown in "Exhibit - Original Easement," attached. In order to change the alignment of the new sewer main, a portion of the original easement for the main needs to be abandoned, and a new easement dedicated. At the recommendation of the City Attorney, an ordinance has been prepared for the City Council to consider for the abandonment of a portion of the easement. This ordinance will abandon a portion of the initial 15-foot wide sanitary sewer easement. An exhibit of the portion of the easement that needs to be abandoned is included in the ordinance document attached.

The new easement will be reviewed by City staff and dedicated by separate instrument.

Policy Considerations
The City Council of the City of Sachse has the authority to abandon public utility easements in the City by ordinance.

Budgetary Considerations
None.

Staff Recommendations.

Approve an ordinance abandoning a sanitary sewer easement of two thousand and four square feet, more or less, as more particularly described in Exhibit "A" and depicted in Exhibit "B" to the property owners Orville Craig Jones and Kibbie Jones Hipp; providing for the furnishing of a certified copy of this Ordinance for recording in the real property records of Dallas County; and providing for an effective date.

After Recording, Return to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING A SANITARY SEWER EASEMENT OF TWO THOUSAND AND FOUR SQUARE FEET, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B” TO THE PROPERTY OWNERS ORVILLE CRAIG JONES AND KIBBIE JONES HIPPI; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that the sanitary sewer easement described and depicted in Exhibits “A” and “B” is not needed or necessary for public purposes by the City of Sachse, and should be abandoned to the property Owner.

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

SECTION 1. That the City of Sachse hereby abandons and quitclaims, in favor of the property owner, Orville Craig Jones and Kibbie Jones Hipp, the sanitary sewer easement of two thousand and four square feet, more or less, as more particularly depicted and described in Exhibits “A” and “B” attached hereto and made a part hereof for all purposes.

SECTION 2. That the City of Sachse does not abandon any other interest other than that described in Exhibits “A” and “B” but does hereby abandon all of its right, title and interest in the described property interest, together with any and all improvements therein, except as otherwise provided herein.

SECTION 3. That as of the effective date of this ordinance, the City of Sachse shall prepare a certified copy of this ordinance and furnish same to the property owner for recording. The recording of this abandonment ordinance in the Real Property Records of Dallas County, Texas, shall serve as a quitclaim deed of the City of Sachse of all such right, title or interest of the City of Sachse in and to the easement described in Exhibits “A” and “B.”

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2016.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(07-13-16/77810)

EXHIBIT "A"

**EXHIBIT "A"
15' Sanitary Sewer
Easement Abandonment
City of Sachse,
Dallas County, Texas**

Being a tract of land, situated in the James Cumba Survey, Abstract No. 1747, in the City of Sachse, Dallas County, Texas, and being part of that called 50.238 acre tract of land described by deed to Orville Craig Jones and Kibbie Jones Hipp, as recorded under Document No. 20080515000592660, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

COMMENCING at a point for corner, at the southwesterly corner of said 50.238 acre tract, same being the southeasterly corner of that tract of land, described by deed to Orry Land Development Corporation, as recorded under Document No. 20070298132, of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said corner also being in the northwesterly line of that tract of land described by deed to Kansas City Railway Company, as recorded under County Clerk's File No. 94-0096329, of the Deed Records, Collin County, Texas (D.R.C.C.T.), from which a 3/8" iron rod found bears, South 22°22'24" East, a distance of 1.75';

THENCE North 26°48'53" East, over and across said 50.238 acre tract, a distance of 35.39' to the **POINT OF BEGINNING** of the herein described property;

THENCE over and across said 50.238 acre tract, the following courses and distances:

North 02°20'02" West, a distance of 148.99' to a point for corner;

South 37°40'23" East, a distance of 25.93' to a point for corner;

South 02°20'02" East, a distance of 117.03' to a point for corner;

South 51°53'32" West, a distance of 18.49' to the **POINT OF BEGINNING** and containing 0.046 of one acre of land, more or less.



Michael B. Arthur

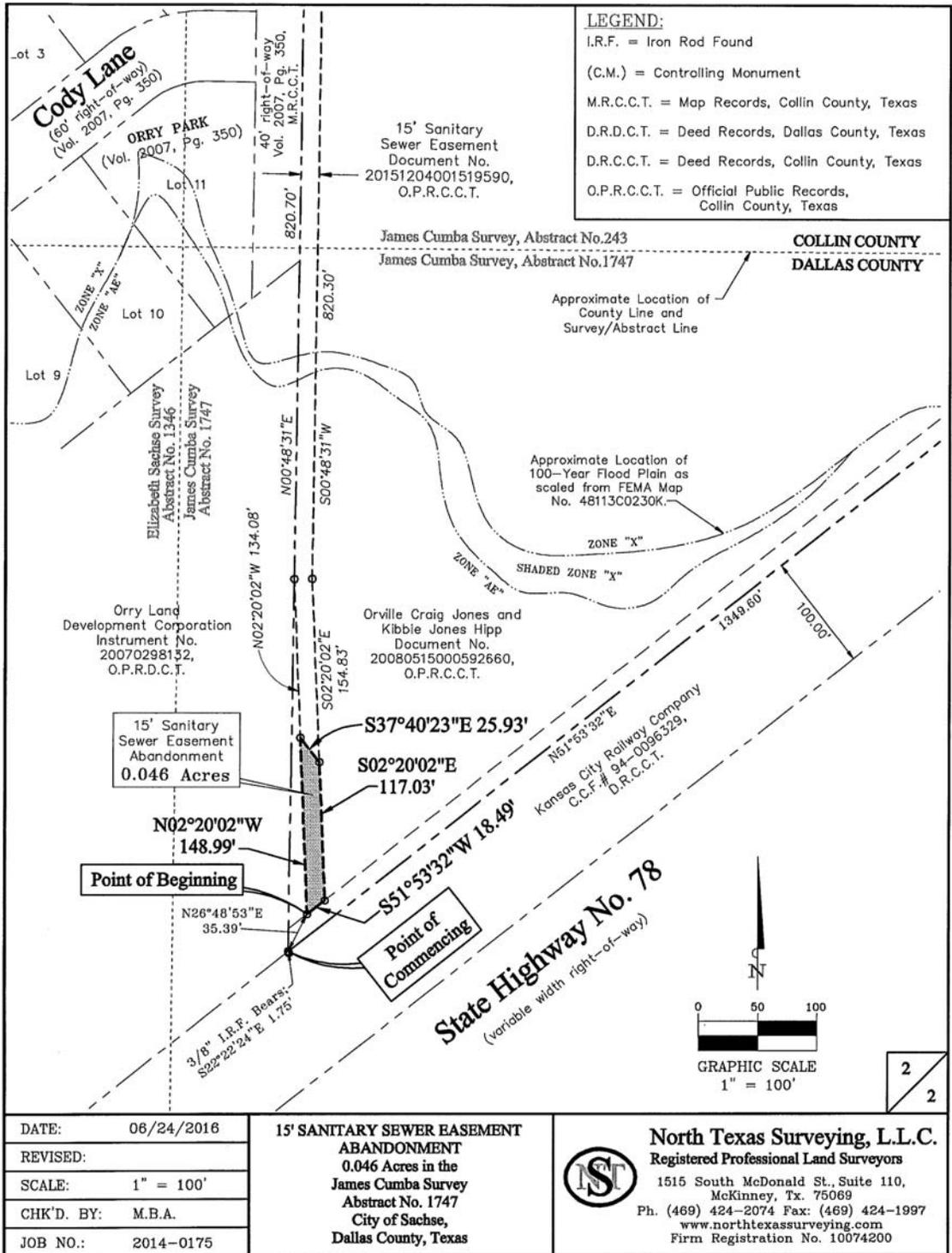
NOTE:

Bearings are based on the easterly line of the plat of **PARKWOOD RANCH PHASE I**, as recorded in Volume Q, Page 307, of the Map Records, Collin County, Texas.

1
2

DATE:	06/24/2016	15' SANITARY SEWER EASEMENT ABANDONMENT 0.046 Acres in the James Cumba Survey Abstract No. 1747 City of Sachse, Dallas County, Texas	 North Texas Surveying, L.L.C. Registered Professional Land Surveyors 1515 South McDonald St., Suite 110, McKinney, Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexassurveying.com Firm Registration No. 10074200
REVISED:			
SCALE:	1" = 100'		
CHK'D. BY:	M.B.A.		
JOB NO.:	2014-0175		

EXHIBIT "B"



Original Easement

EXHIBIT "A" 15' Sanitary Sewer Easement City of Sachse, Dallas and Collin County, Texas

Being a tract of land, situated in the James Cumba Survey, Abstract No. 243, in the City of Sachse, Collin County, Texas, and also being in the James Cumba Survey, Abstract No. 1747, in the City of Sachse, Dallas County, Texas, and being part of that called 50.238 acre tract of land described by deed to Orville Craig Jones and Kibbie Jones Hipp, as recorded under Document No. 20080515000592660, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

COMMENCING at a point for corner, at the southwesterly corner of said 50.238 acre tract, same being the southeasterly corner of that tract of land, described by deed to Orry Land Development Corporation, as recorded under Document No. 20070298132, of the Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said corner also being in the northwesterly line of that tract of land described by deed to Kansas City Railway Company, as recorded under County Clerk's File No. 94-0096329, of the Deed Records, Collin County, Texas (D.R.C.C.T.), from which a 3/8" iron rod found bears, South 22°22'24" East, a distance of 1.75';

THENCE North 26°48'53" East, over and across said 50.238 acre tract, a distance of 35.39' to the **POINT OF BEGINNING** of the herein described property;

THENCE North 02°20'02" West, over and across said 50.238 acre tract, a distance of 283.07' to a point for corner in the common line between said Orry Land Development Corporation and said 50.238 acre tract;

THENCE North 00°48'31" East, along the westerly line of said 50.238 acre tract, a distance of 820.70' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found for the most easterly northeast corner of ORRY PARK an addition to the City of Sachse, as recorded in Volume 2007, Page 350, of the Map Records, Collin County, Texas (M.R.C.C.T.), same being the most easterly southeasterly of Lot 46XR, Block A, of the replat of PARKWOOD RANCH PHASE II, as recorded in Volume 2014, Page 1, M.R.C.C.T.;

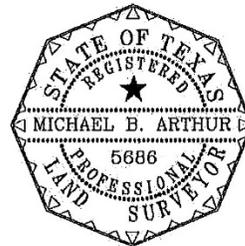
THENCE North 00°44'06" East, along the common line between said 50.238 acre tract and said Lot 46XR, a distance of 280.92' to a point for corner;

THENCE over and across said 50.238 acre tract, the following courses and distances:

- North 22°23'19" East, a distance of 24.02' to a point for corner;
- South 89°15'54" East, a distance of 16.14' to a point for corner;
- South 22°23'19" West, a distance of 27.10' to a point for corner;
- South 00°44'06" West, a distance of 278.06' to a point for corner;
- South 00°48'31" West, a distance of 820.30' to a point for corner;
- South 02°20'02" East, a distance of 271.85' to a point for corner;
- South 51°53'32" West, a distance of 18.49' to the **POINT OF BEGINNING** and containing 0.483 of one acre of land, more or less.

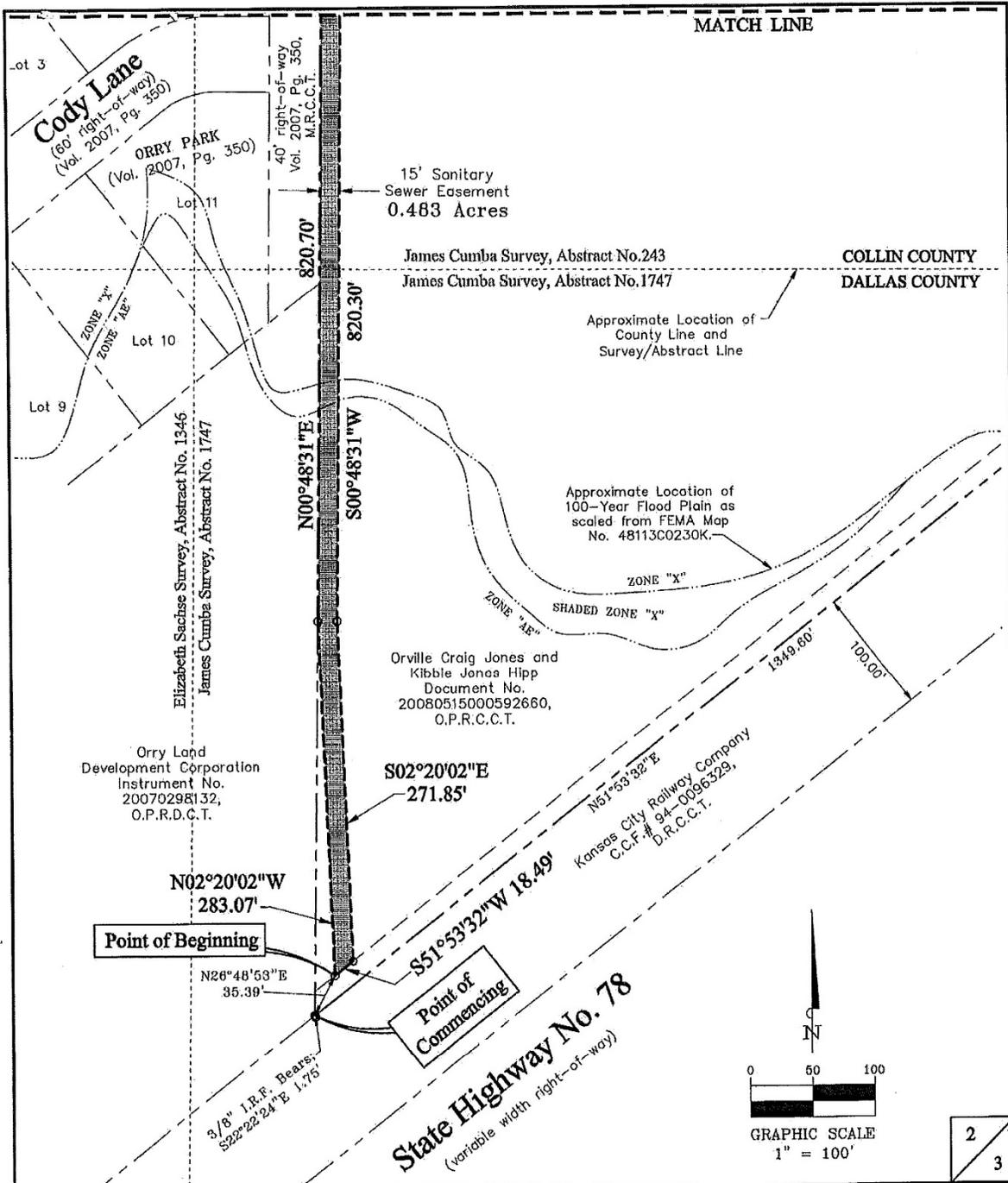
NOTE:

Bearings are based on the easterly line of the plat of PARKWOOD RANCH PHASE I, as recorded in Volume Q, Page 307, of the Map Records, Collin County, Texas.



1
3

DATE:	10/27/2016	SANITARY SEWER EASEMENT 0.483 Acres in the James Cumba Survey Abstract No(s). 243 and 1747 City of Sachse, Dallas and Collin County, Texas	North Texas Surveying, L.L.C. Registered Professional Land Surveyors 1515 South McDonald St., Suite 110, McKinney, Tx. 75069 Ph. (469) 424-2074 Fax: (469) 424-1997 www.northtexasurveying.com Firm Registration No. 10074200
REVISED:			
SCALE:	1" = 100'		
CHK'D. BY:	M.B.A.		
JOB NO.:	2014-0175		

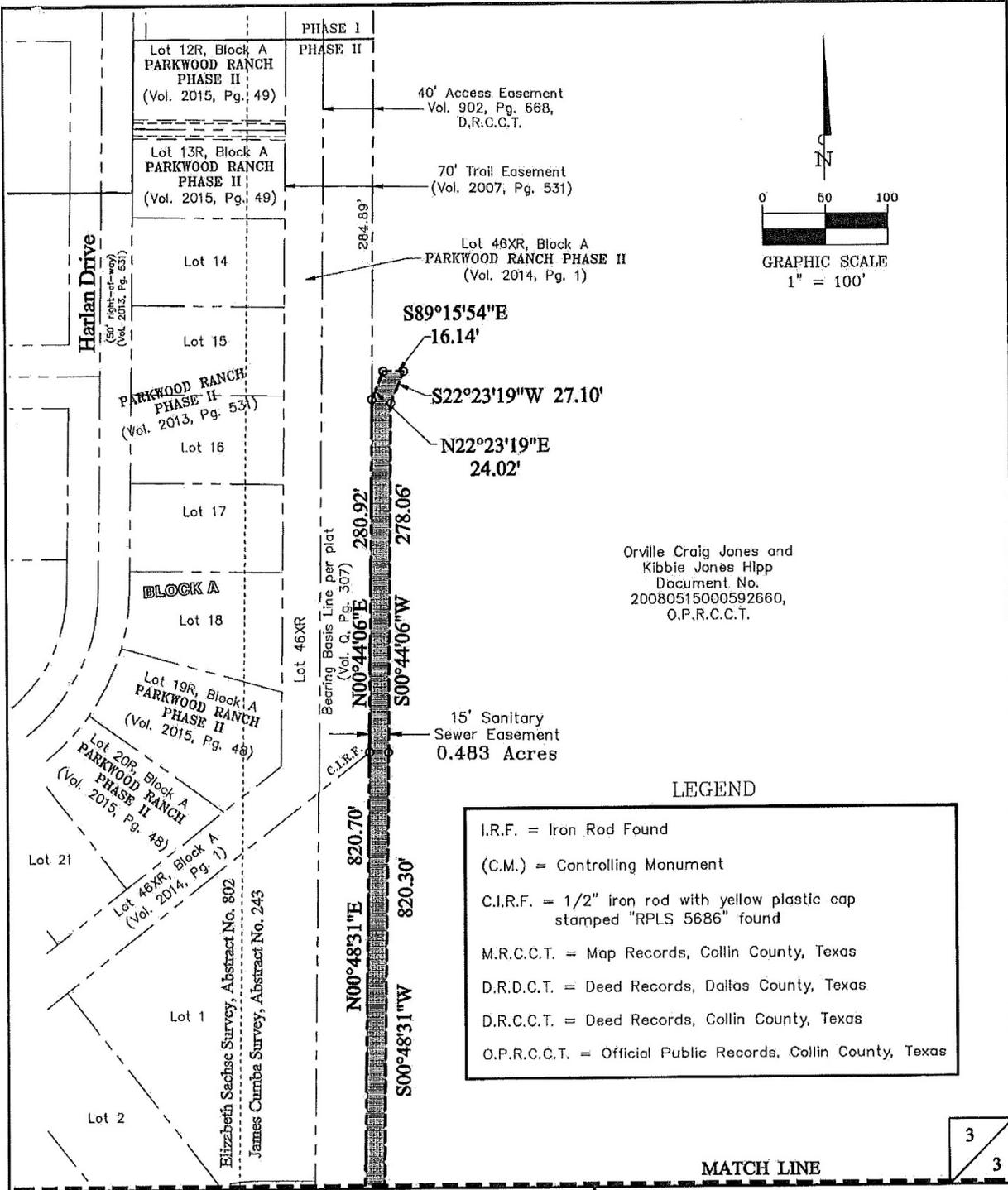


DATE:	10/27/2015
REVISED:	
SCALE:	1" = 100'
CHK'D. BY:	M.B.A.
JOB NO.:	2014-0175

SANITARY SEWER EASEMENT
0.483 Acres in the
James Cumba Survey
Abstract No(s). 243 and 1747
City of Sachse,
Dallas and Collin County, Texas

North Texas Surveying, L.L.C.
Registered Professional Land Surveyors
1615 South McDonald St., Suite 110,
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Firm Registration No. 10074200

2
3



Orville Craig Jones and
 Kibbie Jones Hipp
 Document No.
 20080515000592660,
 O.P.R.C.C.T.

LEGEND

I.R.F. = Iron Rod Found
(C.M.) = Controlling Monument
C.I.R.F. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" found
M.R.C.C.T. = Map Records, Collin County, Texas
D.R.D.C.T. = Deed Records, Dallas County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
O.P.R.C.C.T. = Official Public Records, Collin County, Texas

MATCH LINE

DATE:	10/27/2015
REVISED:	
SCALE:	1" = 100'
CHK'D. BY:	M.B.A.
JOB NO.:	2014-0175

SANITARY SEWER EASEMENT
 0.483 Acres in the
 James Cumba Survey
 Abstract No(s). 243 and 1747
 City of Sachse,
 Dallas and Collin County, Texas

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3
3



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3414 **Version:** 1 **Name:** Proclamation: Parks and Recreation Month
Type: Agenda Item **Status:** Agenda Ready
File created: 7/11/2016 **In control:** City Council
On agenda: 7/18/2016 **Final action:**
Title: Proclaim July 2016 Parks and Recreation Month.
Sponsors:
Indexes:
Code sections:
Attachments: [Proclamation](#)

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

Title
Proclamation: Parks and Recreation Month

Background

It's time to celebrate National Parks and Recreation Month. Showing appreciation for parks and recreation programs in the City of Sachse is a great way to build awareness of their many benefits and encourage people to help through volunteer opportunities.

The City of Sachse Parks and Recreation staff is here tonight to be recognized in their efforts in making Sachse Parks and Recreation into what it is today.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Present Proclamation to the Parks and Recreation Department

PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the City of Sachse recognizes the benefits derived from parks and recreation resources.

I, THEREFORE, Mike Felix, Mayor of the City of Sachse, do hereby proclaim: **the month of July is recognized as Parks and Recreation Month** in the City of Sachse.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 18th day of July, 2016.

Mike J. Felix
Mayor



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3415	Version:	1	Name:	Ordinance authorizing 2016 Refunding Bonds
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/11/2016	In control:		In control:	City Council
On agenda:	7/18/2016	Final action:		Final action:	
Title:	Consider an ordinance authorizing the issuance and sale of City of Sachse, Texas General Obligation Refunding Bonds, Series 2016; levying annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provision relating to the subject.				

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Title

General Obligation Refunding Bonds, Series 2016.

Background

Interest rates on tax exempt municipal bonds are at near record lows. The City can obtain debt service savings of over \$1.7 million (present value savings of \$1.4 million) by refunding eligible 2007 CO's, Series 2007 GO Bonds, and Series 2009 GO bonds. The interest rates on the eligible existing debt range from 4.00% to 5.25%. Combining this refunding opportunity with the simultaneous issuance of Tax Notes to fund the acquisition of a new fire truck will result in a net savings in debt service payments of approximately \$400,000.

Issuing the Tax Notes and Refunding Bonds at the same time also allows an efficiency savings on costs of issuance. The payback period on the refunding bonds is not extended over the amortization period of the original debt issuance, and debt service payments can be structured to utilize the City's current tax rate for Interest and Sinking Fund payments, which are not subject to the Rollback limitations.

Policy Considerations

Section 7.14 of the City Charter states that "The city shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or any other public purpose not prohibited by law of [or] this Charter, and to issue refunding bonds to refund outstanding bonds previously issued. All such bonds or certificates of obligation shall be issued in conformity with the laws of the State of Texas and shall be used only for purposes for which they were issued."

Budgetary Considerations

Estimated debt service requirements for the 2016 Refunding Bonds and 2016 Tax Notes are included in the development of the Fiscal Year 2016-2017 budget.

Staff Recommendations

Approve an ordinance authorizing the issuance and sale of City of Sachse, Texas General Obligation Refunding Bonds, Series 2016; levying annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provision relating to the subject.



2016 REFUNDING BONDS/TAX NOTES

CITY COUNCIL

JULY 18, 2016

BONDS TO BE REFUNDED

- Certificates of Obligation, Series 2007
 - Callable Principal \$620,000
 - Currently Callable
 - Interest Rates 4.1% to 4.5%
 - Final Maturity February 15, 2022
 - Debt Service paid with Utility Funds

BONDS TO BE REFUNDED

- General Obligation Bonds, Series 2007
 - Callable Principal \$3,690,000
 - Currently Callable
 - Interest Rates 4.0% to 4.15%
 - Final Maturity February 15, 2025
 - Debt Service Paid by I&S Levy

BONDS TO BE REFUNDED

- General Obligation Bonds, Series 2009
 - Callable Principal \$15,695,000
 - Currently Callable
 - Interest Rates 5.0% to 5.25%
 - Final Maturity February 15, 2031
 - Debt Service paid with I&S Levy

LIMITED TAX NOTES, SERIES 2016

- Purchase of Fire Apparatus “Quint”
- Principal Amount \$1,185,000
- Seven Year Amortization
- Average Debt Service \$190,026
- Total Repayment \$1,330,184

DEBT SERVICE COMPARISON, REFUNDING BONDS

Fiscal Year	Current Debt Service	Proposed Debt Service*	Difference
2017-2020	11,759,496	12,049,341	+289,845
2021-2025	14,844,518	13,918,323	-926,195
2026-2030	13,942,013	12,966,409	-975,604
2031-2034	10,086,775	9,900,669	-186,106
Total	\$50,632,802	\$48,834,742	\$-1,798,060

**Proposed estimated on rates at 7/1/16*

OTHER

- Bond Ratings received July 7th
 - Moody's upgrade
 - S&P affirmed
- Official Statements mailed July 11th, bids due by 10:00 a.m. July 18th
- Pricing July 18th
- Closing/Funding August 17th

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SACHSE, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING THE OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTIES OF DALLAS AND COLLIN §
CITY OF SACHSE §

WHEREAS, there are presently outstanding obligation of the City of Sachse, Texas (the "Issuer") described in Schedule I attached hereto and incorporated herein (collectively, the "Refunded Obligations");

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for any of the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, U.S. Bank National Association, Dallas, Texas, is a trust company or commercial bank that does not act as a depository for the Issuer and the Escrow Agreement, wherein U.S. Bank National Association, Dallas, Texas is the Escrow Agent, hereinafter authorized constitutes an escrow agreement of the kind authorized and permitted by said Chapter 1207;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations, and that such refunding will result in a present value debt service savings of approximately \$_____ and an actual debt service savings of approximately \$_____ to the Issuer;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the Bonds hereinafter authorized to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Tex. Gov't Code Ann. Chapter 1207, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the City of Sachse, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$19,025,000 for the purposes of refunding certain outstanding obligations of the Issuer described in the preamble hereto and paying costs of issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF SACHSE, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2016," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated July 15, 2016, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 9 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity or prior redemption at the rates per annum, as set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2018	\$ 120,000		2025	\$ 1,870,000	
2019	410,000		2026	1,955,000	
2020	420,000		2027	2,055,000	
2021	435,000		2028	2,165,000	
2022	1,750,000		2029	1,265,000	
2023	1,690,000		2030	1,930,000	
2024	1,780,000		2031	1,180,000	

The term "Bonds" as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints U.S. Bank National Association, Dallas, Texas, to serve as paying agent and registrar for the Bonds (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name of and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers,

conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No

person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in

the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(l) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may and shall be redeemed prior to their scheduled maturities, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(m) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on Bond No. T-1, cancel each of the initial Bonds and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF SACHSE, TEXAS GENERAL OBLIGATION REFUNDING BOND SERIES 2016	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	August 23, 2016	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Sachse, in Dallas and Collin Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2017, and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for redemption prior to maturity, at the corporate trust office of U.S. Bank National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each

such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated July 15, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$19,025,000 for the public purposes of refunding certain outstanding obligations of the Issuer and paying costs of issuance of the Bonds.

ON FEBRUARY 15, 2026, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the

registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been

done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. BANK NATIONAL ASSOCIATION
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers
unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of
the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an
eligible guarantor institution participating in a
securities transfer association recognized signature
guarantee program.

NOTICE: The signature above must correspond with
the name of the registered owner as it appears upon
the front of this Bond in every particular, without
alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion
of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this
day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of

Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF SACHSE, TEXAS, in Dallas and Collin Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2017, and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest

and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this subsection may be reduced to the extent and by the amount of lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection

(a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the

duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less, until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code.

(d) Further Procedures. The Issuer hereby authorizes and directs the Mayor, City Manager and Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 9. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds are hereby sold and shall be delivered to _____ (the "Purchaser") for cash for the par value thereof plus a premium of \$_____, to be used to pay costs of issuance. The Bonds shall initially be registered in the name of such purchaser or its designee. It is officially found, determined, and declared that the Bond have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Preliminary Official Statement prepared and distributed in connection with the sale of the Bonds, and that the terms of this sale are the most advantageous reasonably obtainable. Said Official Notice of Sale and Bidding Instructions and Preliminary Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the governing body of the Issuer, and their use in the offer and sale of the Bonds is hereby approved. The Initial Bond shall be registered in the name of the Purchaser or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated _____, 2016, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Manager, City Secretary and Director of Finance, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and to execute, acknowledge and deliver in the name and o behalf of the Issuer such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is

hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

Section 11. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the Issuer of the general type described in Exhibit A attached hereto. The Issuer will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2016. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Bondholders;
3. Bond calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of an obligated person

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such

consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained

in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor or City Manager of the Issuer is hereby authorized and directed to execute and deliver an Escrow Agreement with U.S. Bank National Association, Dallas, Texas, in substantially the form presented at this meeting, and to authorize and execute such contributions and investments as may be necessary for the Escrow Fund.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption on the dates set forth on Schedule I. Each of such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Mayor and City Manager of the Issuer are hereby authorized and directed to issue or cause to be provide notice of redemption of the Refunded Obligations to the Paying Agent/Registrars for the Refunded Obligations.

(b) In addition, the Paying Agent/Registrars for the Refunded Obligations are hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinance authorizing the issuance of the Refunded Obligations and are hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the Paying Agent/Registrars therefore, and shall not bear interest after the date fixed for redemption.

(d) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the ordinance of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinance"). The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds placed in escrow with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 14 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

APPROVED AND ADOPTED ON THE 18th DAY OF JULY, 2016.

Mayor
City of Sachse, Texas

ATTEST:

City Secretary
City of Sachse, Texas

[CITY SEAL]

SCHEDULE I

Schedule of Refunded Obligations

Description	Maturity Date	Principal Amount Outstanding	Principal Amount Refunded
Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2007	2/15/2018	\$ 115,000	\$ 115,000
	2/15/2019	115,000	115,000
	2/15/2020	125,000	125,000
	2/15/2021	130,000	130,000
	2/15/2022	135,000	135,000
Total		\$ 620,000	\$ 620,000

Redemption Date: February 15, 2017.

Description	Maturity Date	Principal Amount Outstanding	Principal Amount Refunded
General Obligation Bonds, Series 2007	2/15/2019	\$ 305,000	\$ 305,000
	2/15/2020	320,000	320,000
	2/15/2021	330,000	330,000
	2/15/2022	345,000	345,000
	2/15/2023	360,000	360,000
	2/15/2024	375,000 ⁽¹⁾	375,000
	2/15/2025	390,000 ⁽¹⁾	390,000
	2/15/2026	405,000	405,000
	2/15/2027	420,000	420,000
	2/15/2025	440,000	440,000
Total		\$ 3,690,000	\$ 3,690,000

⁽¹⁾ Term Bond maturing February 15, 2025

Redemption Date: February 15, 2018.

Description	Maturity Date	Principal Amount Outstanding	Principal Amount Refunded
General Obligation Refunding and Improvement Bonds, Series 2009	2/15/2022	\$ 1,355,000	\$ 1,350,000
	2/15/2023	1,425,000	1,420,000
	2/15/2024	1,500,000	1,495,000
	2/15/2025	1,575,000	1,570,000
	2/15/2026	1,655,000	1,645,000
	2/15/2027	1,740,000	1,730,000
	2/15/2028	1,835,000	1,825,000
	2/15/2029	1,930,000	1,350,000
	2/15/2030	2,035,000 ⁽¹⁾	1,610,000
	2/15/2031	2,145,000 ⁽¹⁾	1,700,000
Total		\$ 17,195,000	\$ 15,695,000

⁽¹⁾ Term Bond maturing February 15, 2031

Redemption Date: February 15, 2019.

EXHIBIT A

ANNUAL FINANCIAL INFORMATION AND OPERATING DATA

The following information is referred to in Section 11(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

-- Tables 1 - 6 and 8 - 19



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3417	Version:	1	Name:	Ordinance authorizing issuance and sale of 2016 Tax Notes
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/11/2016	In control:		In control:	City Council
On agenda:	7/18/2016	Final action:		Final action:	
Title:	Consider an ordinance authorizing the issuance and sale of City of Sachse, Texas Limited Tax Notes, Series 2016; levying an annual ad valorem tax and providing for the security for and payment of said notes; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.				

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance](#)

Date	Ver.	Action By	Action	Result
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Title

Texas Limited Tax Notes, Series 2016

Background

Sachse Fire and Rescue requires the replacement of the 2004 American LaFrance Quint as soon as possible. The estimated cost of this equipment is \$1.1 million to be financed through the issuance of \$1.185 million in Tax Notes, with an amortization of seven years. The annual debt service for the proposed Tax Notes averages \$190,000. By combining the issuance of Tax Notes with the refunding of \$18.555 million of existing debt at a lowered interest rate, the City will see an estimated savings of \$400,000 over the life of the Refunding Bonds and Tax Notes.

Policy Considerations

Section 7.14 of the City Charter states that "The city shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or any other public purpose not prohibited by law of [or] this Charter, and to issue refunding bonds to refund outstanding bonds previously issued. All such bonds or certificates of obligation shall be issued in conformity with the laws of the State of Texas and shall be used only for purposes for which they were issued."

Budgetary Considerations

The estimated debt service requirements of the 2016 Tax Notes and 2016 Refunding Bonds are included in the development of the Fiscal Year 2016-2017 budget.

Staff Recommendations

Approve adoption of an ordinance authorizing the issuance and sale of City of Sachse, Texas Limited Tax Notes, Series 2016; levying an annual ad valorem tax and providing for the security for and

payment of said notes; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SACHSE, TEXAS LIMITED TAX NOTES, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTES; APPROVING THE OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTIES OF DALLAS AND COLLIN §
CITY OF SACHSE §

WHEREAS, the City Council (the "City Council") of the City of Sachse, Texas (the "Issuer"), hereby finds and determines that it is necessary, useful and appropriate for the City to authorize and provide for the issuance and sale of notes of the Issuer for the public purpose of paying costs of the acquisition of vehicles and equipment for the Issuer's fire department as described herein and for paying the costs of issuance of the Notes, pursuant to Chapter 1431, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The notes of the City of Sachse, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$1,185,000 for the purposes of acquiring vehicles and equipment for the Issuer's fire department and paying costs of issuance of the notes.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF NOTES. Each note issued pursuant to this Ordinance shall be designated: "CITY OF SACHSE, TEXAS LIMITED TAX NOTE, SERIES 2016," and initially there shall be issued, sold, and delivered hereunder one fully registered note, without interest coupons, dated July 15, 2016, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with notes issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial note being made payable to the initial purchaser as described in Section 9 hereof), or to the registered assignee or assignees of said notes or any portion or portions thereof (in each case, the "Registered Owner"), and said notes shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF NOTE set forth in Section 4 of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2017	\$ 155,000		2021	\$ 175,000	
2018	160,000		2022	180,000	
2019	165,000		2023	185,000	

The term "Notes" as used in this Ordinance shall mean and include collectively the notes initially issued and delivered pursuant to this Ordinance and all substitute notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

Section 3. CHARACTERISTICS OF THE NOTES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints U.S. Bank National Association, Dallas, Texas, to serve as paying agent and registrar for the Notes (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name of and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Notes (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Note to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Notes in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Notes, and of all conversions and exchanges of Notes, and all replacements of Notes, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Registration Books as the absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Notes only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Notes to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Note certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Notes that at all times while the Notes are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(g) Book-Entry Only System. The Notes issued in exchange for the Notes initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Note for each of the maturities thereof and the ownership of each such Note shall be registered in

the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

(h) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Notes. Notwithstanding anything to the contrary contained herein, while the Notes are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(i) Notes Registered in the Name of Cede & Co. With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Notes, as shown on the Registration Books, of any notice with respect to the Notes, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Notes, as shown in the Registration Books of any amount with respect to principal of or interest on the Notes. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(j) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Notes that they be able to obtain certificated Notes, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Ordinance.

(k) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(l) General Characteristics of the Notes. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Notes, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal

of and interest on the Notes shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF Note set forth in this Ordinance. The Notes initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Note, in the FORM OF Note set forth in this Ordinance.

(m) Cancellation of Initial Note. On the closing date, one initial Note representing the entire principal amount of the Notes, payable in stated installments to the order of the initial purchaser of the Notes or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Note, the Paying Agent/Registrar shall insert the Issuance Date on Note No. T-1, cancel each of the initial Notes and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Note for each year of maturity of the Notes, in the aggregate principal amount of all of the Notes for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Notes in safekeeping for DTC.

Section 4. FORM OF NOTES. The form of the Notes, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Notes initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Note.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF SACHSE, TEXAS LIMITED TAX NOTE SERIES 2016	PRINCIPAL AMOUNT \$ _____
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Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	August 23, 2016	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Sachse, in Dallas and Collin Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum

specified above. Interest is payable on February 15, 2017, and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above; except, if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the registered owner hereof upon presentation and surrender of this Note at maturity, at the corporate trust office of U.S. Bank National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Note. The payment of interest on this Note shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Note (the "Note Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE IS ONE OF A SERIES of Notes dated July 15, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$1,185,000 for the public purposes of acquiring vehicles and equipment for the Issuer's fire department and paying costs of issuance of the Notes.

THE NOTES ARE NOT subject to optional redemption prior to maturity.

ALL NOTES OF THIS SERIES are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Note Ordinance, this Note may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Notes.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Notes.

BY BECOMING the registered owner of this Note, the registered owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note, Notes, or a portion of a Note or Notes of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. BANK NATIONAL ASSOCIATION
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers
unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of
the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Note and that this Note has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of

Texas

(COMPTROLLER'S SEAL)

(e) Initial Note Insertions.

(i) The initial Note shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Note, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF SACHSE, TEXAS, in Dallas and Collin Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2017, and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above; except, that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next

following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full."

C. The Initial Note shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Notes. All amounts received from the sale of the Notes as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Notes shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Notes are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Notes as such principal matures (but never less than 2% of the original amount of said Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this subsection may be reduced to the extent and by the amount of lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Notes and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Notes are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Notes a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF NOTES.

(a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the

United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Notes shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Notes and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Notes may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Notes, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Notes.

(d) Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Notes of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Notes by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.

(a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen or destroyed Notes shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the registered owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Note shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the registered owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Notes duly issued under this Ordinance.

(e) Authority for Issuing Replacement Notes. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Notes issued in conversion and exchange for other Notes.

Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Notes or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Notes or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity Notes" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with --

(A) proceeds of the Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding Note, for a period of 30 days or less, until such proceeds are needed for the purpose for which the Notes are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Notes;

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized Bond Counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized Bond Counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code.

(d) Further Procedures. The Issuer hereby authorizes and directs the Mayor, City Manager and Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Notes. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized Bond Counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 9. SALE OF NOTES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Notes are hereby sold and shall be delivered to _____ (the "Purchaser") for cash for the par value thereof plus a premium of \$ _____, to be used to pay costs of issuance. The Notes shall initially be registered in the name of such purchaser or its designee. It is officially found, determined, and declared that the Note have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Preliminary Official Statement prepared and distributed in connection with the sale of the Notes, and that the terms of this sale are the most advantageous reasonably obtainable. Said Official Notice of Sale and Bidding Instructions and Preliminary Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the governing body of the Issuer, and their use in the offer and sale of the Notes is hereby approved. The Initial Note shall be registered in the name of the Purchaser or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Notes and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Notes by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated _____, 2016, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Manager, City Secretary and Director of Finance, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and to execute, acknowledge and deliver in the name and o behalf of the Issuer such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Notes, the sale of the Notes and the Official Statement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Notes issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Notes. In addition, if Note insurance is obtained, the Notes may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Notes is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Notes to the initial purchaser. The engagement of such firm as Bond Counsel to the Issuer in connection with issuance, sale and delivery of the Notes is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as Bond Counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

Section 11. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the Issuer of the general type described in Exhibit A attached hereto. The Issuer will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2016. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Notes, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of Noteholders;
3. Note calls;
4. Release, substitution, or sale of property securing repayment of the Notes;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Notes, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;

6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of an obligated person

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Notes no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY Note OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Notes in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations

of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Notes consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized Bond Counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Notes. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Notes aggregating in principal amount 51% of the aggregate principal amount of then outstanding Notes that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Notes, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Notes so as to:

- (1) Make any change in the maturity of any of the outstanding Notes;
- (2) Reduce the rate of interest borne by any of the outstanding Notes;
- (3) Reduce the amount of the principal of payable on any outstanding Notes;
- (4) Modify the terms of payment of principal or of interest on outstanding Notes or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Notes necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Notes a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Notes.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Notes then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Notes shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Notes then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Notes, the Issuer shall rely solely upon the registration of the ownership of such Notes on the registration books kept by the Paying Agent/Registrar.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Notes then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 14. APPROPRIATION. To pay the debt service coming due on the Notes, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 15. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(execution page follows)

APPROVED AND ADOPTED ON THE 18th DAY OF JULY, 2016.

Mayor
City of Sachse, Texas

ATTEST:

City Secretary
City of Sachse, Texas

[CITY SEAL]

EXHIBIT A

ANNUAL FINANCIAL INFORMATION AND OPERATING DATA

The following information is referred to in Section 11(b) of this Ordinance:

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

-- Tables 1 - 6 and 8 - 19



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3418	Version:	1	Name:	Serene Townhouse PD - CC 7-18
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/11/2016	In control:		In control:	City Council
On agenda:	7/18/2016	Final action:		Final action:	
Title:	Conduct a public hearing and take action on a request by Serene Global Group, to rezone approximately 10.26 acres of land from Commercial to a Planned Development District (PD) to allow for a residential townhouse subdivision, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within Sachse city limits.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Staff Presentation Proposed PD Ordinance Applicant Presentation				

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and act on a request by Serene Global Group, to rezone approximately 10.26 acres of land from C2 (General Commercial District) and Special Use Permit (Ord. #1430) to Planned Development district (PD) to allow for a residential townhouse subdivision, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within Sachse city limits.

Project Information

- PD for a residential townhouse subdivision
- Applicant: Serene Global Group
- Owner: Multiple (3)
- Size: Approximately 10.26 acres
- Current Zoning: Commercial (C2) & SUP #1430
- Site Attributes: undeveloped land & cell tower; odd-shaped property
- 150+ property owners noticed @ 1,000' (no negative responses received)
- No objection registered by Garland ISD

PD Overview

- PD allows for a residential Townhouse subdivision
- FLUP amendment not needed per City Attorney
- 121 single family townhomes (townhouses attached in clusters of 4-8 homes)
- Individually owned (each townhouse sits on its own platted lot)
- HOA required
- Subdivision shall develop per attachments (Concept Plan; Block Plan; PD Standards)

- PD reviewed by Fire, Engineering, Building, Planning, & EDC
- Layout proposes 2 entrances with several pedestrian connections
- Incorporates on-site detention as an amenity and open space
- Enhanced paving and monument signage required at entrances
- Trees required in front yards and within open spaces
- LED streetlights required
- New screening device required for cell tower (existing chain link removed)
- Sidewalks along 3 perimeter ROWs & interior ROWs
- Centralized mail kiosk to avoid crowding the street and creating parking conflicts with mailboxes

Perimeter screening & buffering

- 10' landscape buffer adjacent to the 3 ROWs
- Trees 40' on center with ornamentals between
- Masonry wall along Bunker Hill
- Cedar board-on-board fence with decorative cap and masonry columns along Ben Davis (avoids tunnel effect; smooth side out)
- Decorative metal fencing allowed along Ben Davis for "view corridors" adjacent to open spaces
- Cedar fence along northern property line adjacent to commercial
- All maintained by HOA

Architecture

- Original request was for a mix of brick, stone, and stucco with use of fiber cement on the rear facades not backing onto a ROW.
- P&Z recommended eliminating the hardy-plank from the rear facades.
- At least 2 materials used on front façade
- Each unit will average 2,000 square feet
- Required "gifts to the street" (i.e. design enhancements)
- Stucco received some negative feedback from Council on 7-05.
- The applicant requests the use of stucco in limited application for accents and embellishments.
- Building height was decreased to 35'. Typical townhouse district is 45', but applicant is proposing a 2-story product instead of a 3-story product, so they can accommodate.

2 Options for Architecture

- Exterior finishes of buildings shall be a mix of brick and stone only.
- 75% of the front façade shall be a mix of brick or stone with the remainder allowed to be stucco. Other facades shall be a minimum of 50% brick/stone with no more than 50% stucco (or other percentage split desired by Council).

Architectural Discussion

- It is common for residential buildings to incorporate stucco (even hardy plank) for accents and embellishments (dormers, gables, soffit, visual relief).
- Stucco is a durable, masonry building material common in the region for both

residential and commercial application, in contrast with EIFS (Exterior Insulated Finishing System), Vinyl, or Masonite.

- 100% brick/stone is not necessarily a guarantee for pleasing aesthetics.
- The Kroger shopping center, for example, is a mix of stone and stucco.
- Sachse's code defines stucco as an approved masonry material.
- Jackson Hills (down Bunker Hill) is only 75% masonry per the PD.
- The applicant's presentation will include pictures of sample products.

Policy Considerations

- The subject property's highest and best use is not true retail (it's infill property; i.e. low value non-residential uses such as storage, church, or maybe garden office)
- The subject property is unlikely to develop soon due to split ownership and irregular shape; Assembly efforts are inherently difficult to accomplish
- Positive impact on tax base
- Added densities assist EDC efforts
- Diversifies Sachse's housing inventory (under-served product in local market; not an over-concentration)
- No adjacent land uses that are incompatible

Fiscal Impact Analysis

- \$530,000 utility (water & sewer) impact fees
- \$150,000 roadway impact fees
- \$130,000 parkland dedication fees
- \$300,000 building permit & planning fees
- \$200,000 annual estimated property tax
- \$25,000 sales tax from new residents
- **Total Revenue: \$1,110,000 one-time**
\$225,000 yearly

P&Z Recommendation

- On June 27th the Planning & Zoning Commission unanimously recommended approval of the proposed PD, per the special ordinance provisions outlined in the staff report.
- With 1 minor modification to require all rear facades to be masonry (applicant request was to allow for cementitious fiber-board on rear facades of homes not backing to a perimeter ROW).
- Discussed perimeter screening and backyard fencing with applicant (no changes).
- Discussed how the zoning request was sufficiently unique to not conflict with the

Comprehensive Plan process (i.e. not a target area).

- 1 person spoke in the public hearing with questions about the FLUP process.

Staff Recommendation

- Staff recommends approval of the proposed PD with the special ordinance provisions discussed herein.
- P&Z unanimously recommended approval of the proposed PD with the modifications discussed herein.
- City Council to consider and act on proposed PD and architectural options, as discussed herein.



SERENE LIVING TOWNHOME PD

CITY COUNCIL

JULY 18, 2016

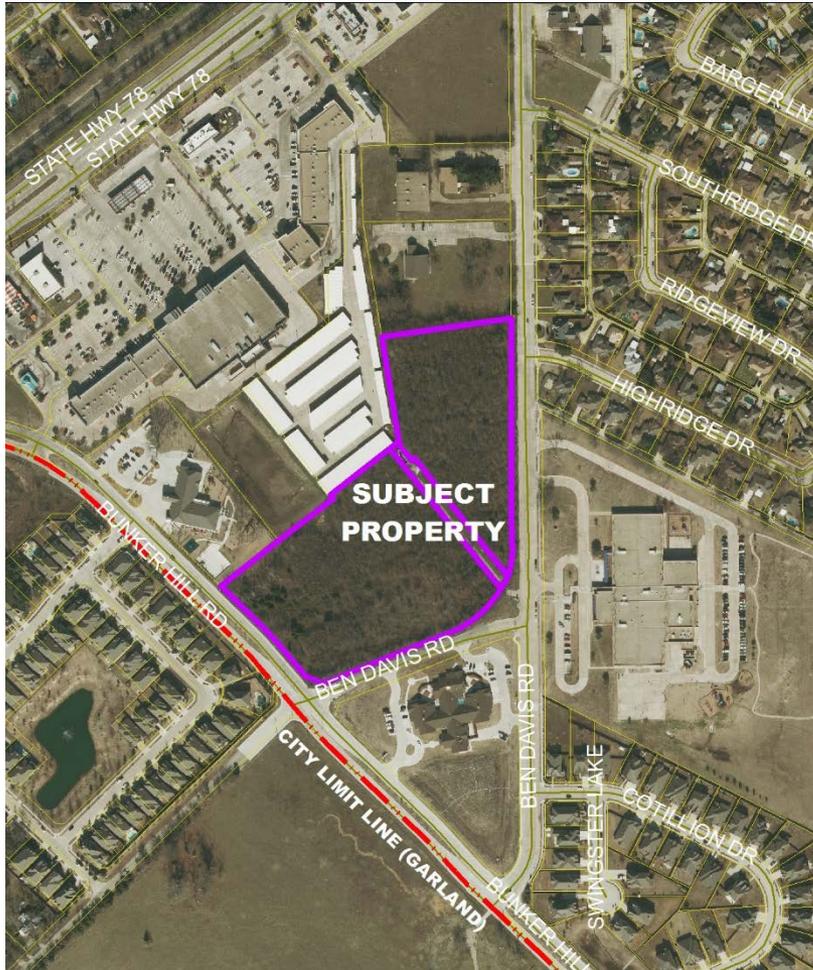
APPLICANT'S REQUEST

Conduct a public hearing and act on a request by Serene Global Group, to rezone approximately 10.26 acres of land from C2 (General Commercial District) and Special Use Permit (Ord. #1430) to Planned Development district (PD) to allow for a residential townhouse subdivision, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within Sachse city limits.

PROJECT INFORMATION

- PD for a residential townhouse subdivision
- Applicant: Serene Global Group
- Owner: Multiple (3)
- Size: Approximately 10.26 acres
- Current Zoning: Commercial (C2) & SUP #1430
- Site Attributes: undeveloped land & cell tower
- 150+ property owners noticed @ 1,000' (no negative responses received)
- No objection registered by Garland ISD

AERIAL MAP



- The subject property is located north of the intersection of Ben Davis Road, Bunker Hill, and Ben Davis Road.
- Odd-shaped property with multiple owners.
- Commercial to the north; no residential adjacency
- The applicant plans to design around the existing cell tower.

PD OVERVIEW

- PD allows for a residential Townhouse subdivision
- FLUP amendment not needed per City Attorney
- 121 single family townhomes (townhouses attached in clusters of 3-8 homes)
- Individually owned (each townhouse sits on its own platted lot)
- HOA required
- Subdivision shall develop per attachments (Concept Plan; Block Plan; PD Standards)
- PD reviewed by Fire, Engineering, Building, Planning, & EDC

PD OVERVIEW CON'T

- Layout proposes 2 entrances with several pedestrian connections
- Incorporates on-site detention as an amenity and open space
- Enhanced paving and monument signage required at entrances
- Trees required in front yards and within open spaces
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- New screening device required for cell tower (existing chain link removed)
- Sidewalks along 3 perimeter ROWs & interior ROWs
- Centralized mail kiosk to avoid crowding the street and creating parking conflicts with mailboxes

PD OVERVIEW CON'T

Perimeter screening & buffering:

- ❑ 10' landscape buffer adjacent to the 3 ROWs
- ❑ Trees 40' on center with ornamentals between
- ❑ Masonry wall along Bunker Hill
- ❑ Cedar board-on-board fence with decorative cap and masonry columns along Ben Davis (avoids tunnel effect; smooth side out)
- ❑ Decorative metal fencing allowed along Ben Davis for “view corridors” adjacent to open spaces
- ❑ Cedar fence along northern property line adjacent to commercial
- ❑ All maintained by HOA

PD OVERVIEW CON'T

Architecture:

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- Building height was decreased to 35'. Typical townhouse district is 45', but applicant is proposing a 2 story product instead of a 3 story product, so they can accommodate.

PD OVERVIEW CON'T

2 Options for Architecture:

- Exterior finishes of all buildings shall be a mix of brick and stone only.
- 75% of the front façade shall be a mix of brick or stone with the remainder allowed to be stucco. Other facades shall be a minimum 50% brick/stone with no more than 50% stucco (or other percentage split desired by Council).

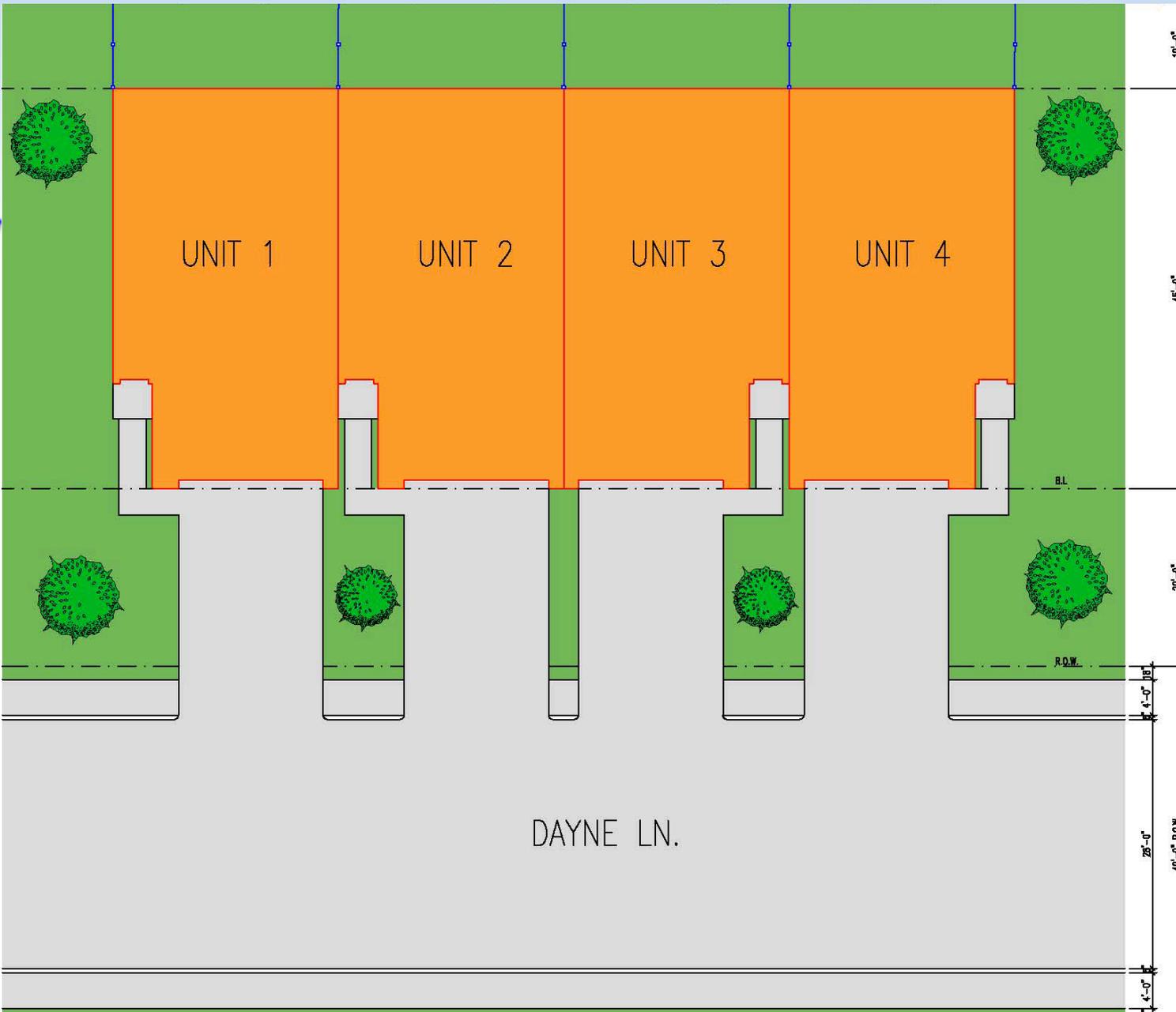
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- Jackson Hills (down Bunker Hill) is only 75% masonry per the PD.
- The applicant's presentation will include pictures of sample products.

ORIGINAL ELEVATION







POLICY CONSIDERATIONS

- The subject property's highest and best use is not true retail (it's infill property; i.e. low value non-residential uses such as storage, church, or maybe garden office)
- The subject property is unlikely to develop soon due to split ownership and irregular shape; Assembly efforts are inherently difficult to accomplish
- Positive impact on tax base
- Added densities assist EDC efforts
- Diversifies Sachse's housing inventory (under-served product in local market; not an over-concentration)
- No adjacent land uses that are incompatible

FISCAL IMPACT ANALYSIS

(ALL FIGURES APPROXIMATE)

- \$530,000 utility (water & sewer) impact fees
- \$150,000 roadway impact fees
- \$130,000 parkland dedication fees
- \$300,000 building permit & planning fees
- \$200,000 annual estimated property tax
- \$25,000 sales tax from new residents
- **Total Revenue: \$1,110,000 one-time
\$225,000 yearly**

P&Z RECOMMENDATION

- On June 27th the Planning & Zoning Commission unanimously recommended approval of the proposed PD, per the special ordinance provisions outlined in the staff report.
- With 1 minor modification to require all rear facades to be masonry (applicant request was to allow for cementitious fiber-board on rear facades of homes not backing to a perimeter ROW).
- Discussed perimeter screening and backyard fencing with applicant (no changes).
- Discussed how the zoning request was sufficiently unique to not conflict with the Comprehensive Plan process (i.e. not in a target area).
- 1 person spoke in the public hearing with questions about the FLUP process.

STAFF RECOMMENDATION

√ - Staff recommends approval of the proposed PD with the special ordinance provisions discussed herein.

√ - P&Z unanimously recommended approval of the proposed PD with the modifications discussed herein.

√ - City Council to consider and act on proposed PD and architectural options, as presented.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED; CREATING PLANNED DEVELOPMENT 33 (“PD-33”) WITH A BASE ZONING OF C-2 GENERAL COMMERCIAL DISTRICT (“C-2”) TO ALLOW FOR THE DEVELOPMENT AND USE OF RESIDENTIAL TOWNHOMES ON AN APPROXIMATE 10.26-ACRE TRACT OF LAND, LOCATED NORTH OF THE INTERSECTION OF BEN DAVIS ROAD, BUNKER HILL ROAD, AND BEN DAVIS ROAD, CITY OF SACHSE, DALLAS COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF THE SITE PLAN ATTACHED AS EXHIBIT “C”; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN ATTACHED AS EXHIBIT “D”; PROVIDING FOR THE APPROVAL OF THE BLOCK PLAN ATTACHED AS EXHIBIT “E”; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS 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, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said comprehensive Zoning Ordinance should be amended as provided herein;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended by creating Planned Development 31 with a base zoning of C-2 General Commercial District (“C-2”) to allow for the development and use of residential townhomes on an approximate 10.26-acre tract of land, located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, City of Sachse, Dallas County, Texas (the “Property”), being more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein by reference.

SECTION 2. That the property shall be developed and used only in accordance with the following development standards:

A. **Purpose.** The purpose of this Planned Development District is to allow for the development of residential townhomes.

B. **Base Zoning District.** The Property shall be used and developed in accordance with the General Commercial District (C-2) regulations of the Comprehensive Zoning Ordinance, except as otherwise provided herein:

1. **Minimum Lot Area.** Shall be 1,875 square feet.
2. **Minimum Lot Width.** Shall be 25 feet
3. **Minimum Lot Dept.** Shall be 75 feet.
4. **Minimum Front Yard.** Shall be 20 feet.
5. **Minimum Rear Yard.** Shall be 10 feet.
6. **Minimum Side Yard on Rear Lots.** Shall be 5 feet.
7. **Minimum Side Yard at Corner.** Shall be 10 feet.
8. **Maximum Building Height.** Shall be 35 feet.
9. **Minimum Dwelling Area.** Shall be 1,650 square feet.

C. **Entrances.**

1. The two (2) entrances into the subdivision shall provide decorative enhanced paving (stamped, integral color stained concrete) as a “welcome mat”.
2. Each of the two entrances into the development shall provide decorative monument entrance signage that contains only the name of the subdivision. Signs shall be installed on each side of the entrance, flared along the corner clips, be of brick/stone construction, and located in an HOA common area and outside sight triangles.

D. **Pedestrian Connections.** Beyond the two primary entrances into the subject property, two (2) pedestrian connections shall be provided to north/south Ben Davis Road and 1 to east/west Ben Davis Road for a total of three (3) pedestrian connections.

E. **Sidewalks and Rights-of-Way.** Interior sidewalks shall be a minimum 4’ in width. Sidewalks along perimeter rights-of-way shall be a minimum 4’ in width where not already in existence.

F. **Interior Rights-of-Way.** Interior rights-of-way shall be 40' in width (28' concrete paving) with 4' sidewalks adjacent to the curb.

G. **Landscaping.**

1. As shown on the Block Layout, one (1) tree shall be provided in the front yard between driveways, one (1) large canopy tree shall be provided in the side yard at corner, and open spaces (including detention) shall generally have 5 large canopy trees and 2 small ornamental trees per acre in area.
2. Large canopy trees shall be a mix of red oak, cedar elm, and Chinese pistache. Small ornamental trees shall be a mix of vitex, crape myrtle, and Teddy Bear magnolia.
3. Perimeter screening shall be provided per the following:
 - a. The property shall provide a 10' wide landscape buffer adjacent to its 3 rights-of-way (Bunker Hill, Ben Davis, Ben Davis) to be maintained by the HOA.
 - b. Large canopy trees shall be planted each 40' on center with a small ornamental tree planted between the large canopy trees inside the landscape buffers.
 - c. A 6' masonry wall shall be installed along Bunker Hill.
 - d. Along the two (2) Ben Davis frontages, a 6' tall cedar, board-on-board fence with decorative cap and metal posts shall be installed to include masonry columns spaced 75' on center and the smooth side facing the ROW. 6' tall black, decorative tubular steel fencing can be substituted to create view corridors adjacent to common areas, detention, and cul-de-sacs.
 - e. Where adjacent to non-residential uses (generally its northern neighbors), a 6' tall cedar fence shall be installed with metal posts and the smooth side facing out away from the subject property.

H. **Architecture.** The property's architecture shall generally develop to include the following minimum standards:

1. Exterior finishes of all buildings shall be a mix of brick and stone. At least 2 exterior finishing materials shall be applied to the front facade of all buildings. The rear façade of buildings shall also be brick and stone.

2. The front of each building shall incorporate a minimum of two (2) of the following: (architectural garage door, architectural pillars or posts, bay window facing street, brick chimney on exterior front or side yard, minimum roof pitch 8:12 or variable roof pitch, separate transom or divided light windows, cast stone accents, covered front porch, cupolas or turrets, dormers or gables, roof accent upgrades (tile, slate, standing seam metal), a recessed entry not less than 3 feet, shutters).

I. **Mailboxes.** Mailboxes shall be brick monument-style and clustered where possible. A centralized kiosk is also allowed.

J. **Street Lighting.** All street lights shall be LED.

K. **Communication Facility.** The existing on-site communication tower shall receive a new screening fence that can be either decorative, black tubular steel, a masonry wall, or cedar fencing with decorative cap and masonry columns at the corner. Chain link and injurious materials are prohibited.

L. **Home Owners' Association.** A mandatory Home Owners' Association shall be established and created to assume and be responsible for the continuous and perpetual operation, maintenance and supervision of the open space and common properties including but not limited to the detention and/or retention ponds, subdivision entryway features and monuments, landscaping, landscape systems, and related amenities subject to review and approval by the City Attorney.

M. **Site Plan.** The Property shall be developed and used substantially in accordance with the Site Plan attached as Exhibit "C", and which is hereby approved.

N. **Concept Plan.** The Property shall be developed and used substantially in accordance with the Concept Plan attached as Exhibit "D", and which is hereby approved.

O. **Block Plan.** The Property shall be developed and used substantially in accordance with the Block Plan attached as Exhibit "E", and which is hereby approved.

SECTION 3. That the above Property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and as amended herein.

SECTION 4. 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 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part

so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. 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 7. 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 8. 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 _____, 2016.

APPROVED:

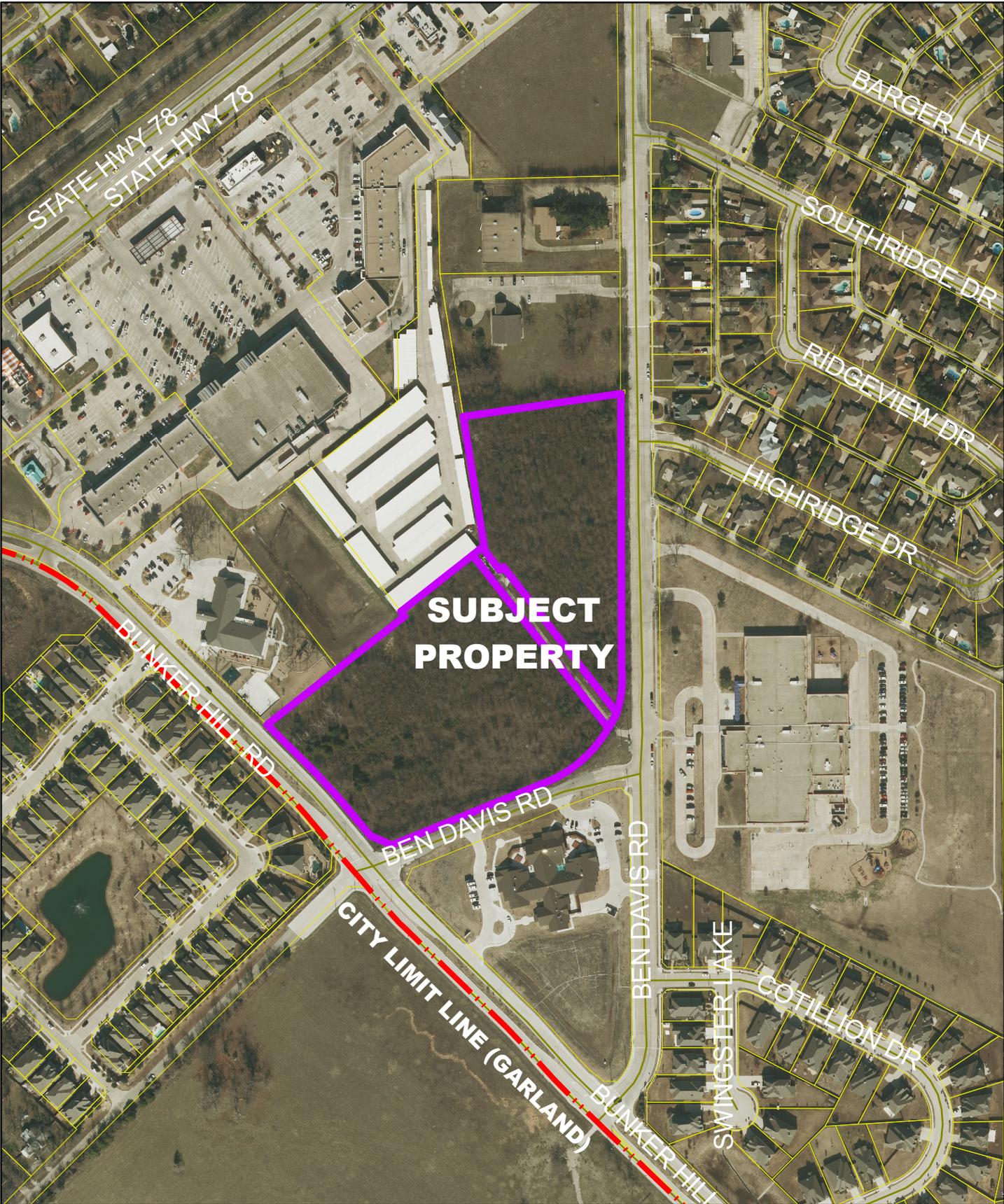
Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(07-08-16/77685)

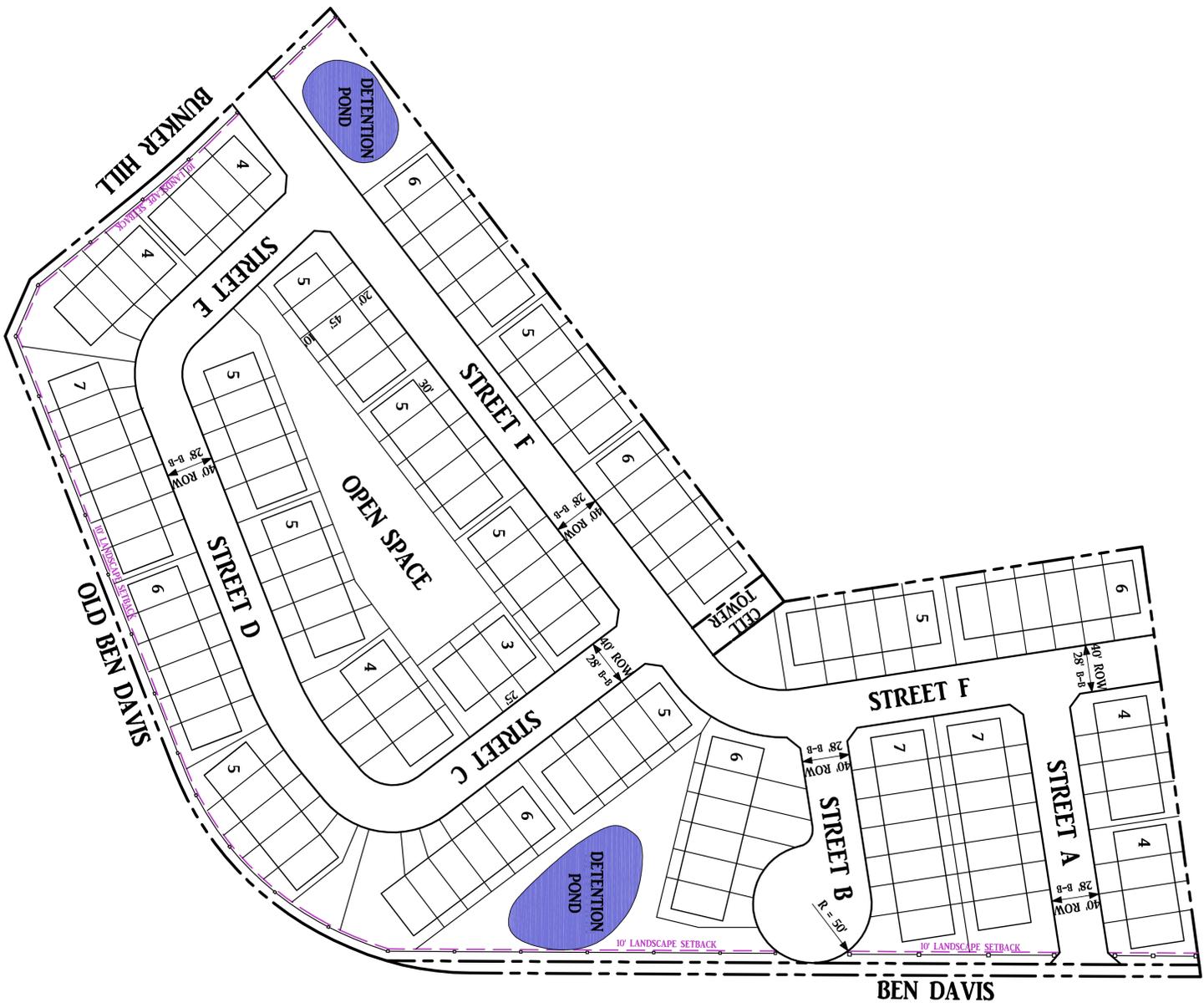


AERIAL LOCATION MAP

SERENE TOWNHOMES ON BUNKER HILL

FILE: ZO 16-01

Map Created: June 1, 2016



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This document is released for the purpose of REVIEW under the authority of Mark H. Hickman, P.E. 78409 on 06-25-16 based for its use in obtaining a permit for construction purposes.

REVISION	DESCRIPTION	DATE	BY
1			

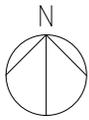


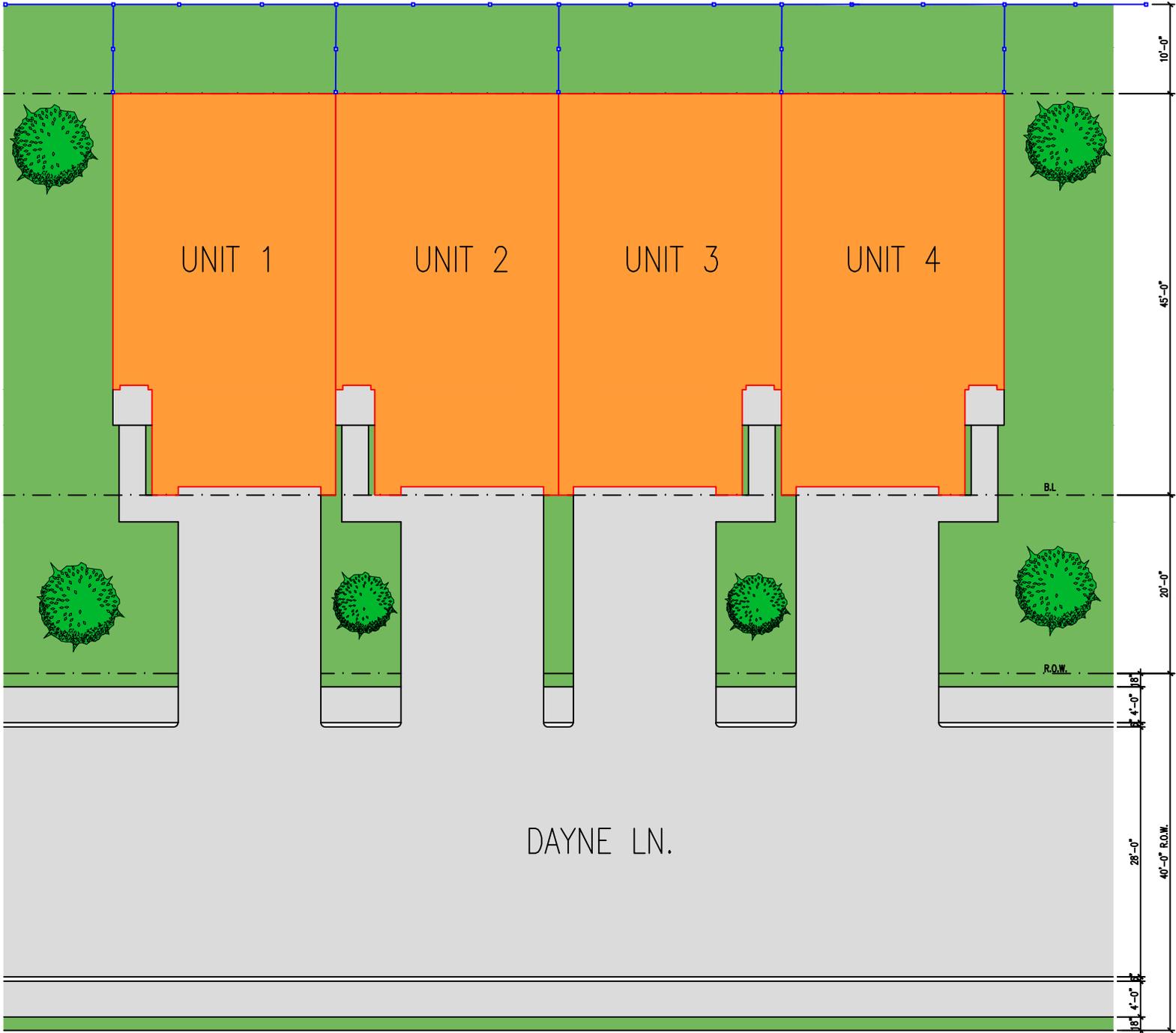
SCALE: 1"=60'
 DATE: MAY2016
 DRAWN BY: FP
 CHKD BY: MHH
 JOB NO: 1620-176
 FILE: LAYOUT 06-23-16
 DATE OF SUBMITTAL: 06/25/16(2)

CONCEPTUAL SITE PLAN
 BUNKER HILL TOWNHOMES
 SACHSE, TEXAS
 SERENE GLOBAL GROUP, INC.
 1719 ANALOG DRIVE
 GARLAND, TEXAS 75040



Hickman Consulting Engineers, Inc.
 3094 County Road 1024
 Farmersville, Texas 75442
 Ph (972)784-2499
 markredhick@gmail.com
 Engineers Planners





Serene Living Town Homes

Proposed Town Home Development
Bunker Hill / Ben Davis Rd
City of Sachse



SERENE
DEVELOPMENT

DRAFT STANDARDS

SPECIAL ORDINANCE PROVISIONS

4a) PD Conditions / Architectural materials

The subject property's architectural shall generally develop per the following minimum standards:

- ▶ Exterior finishes of all buildings shall be a mix of brick & stone.
- ▶ At least 2 exterior finishing materials shall be applied to the front facade of all buildings.
- ▶ The rear façade of buildings shall also be masonry.

Proposed Change to PD conditions / Architectural materials

4a) PD Conditions / Architectural materials

In order to better blend with the neighboring architecture and not restrict the design limits, we are requesting a % of “stone / brick” rather than limiting to just stone & brick.

Proposed Revision

4a) PD Conditions / Architectural materials

The subject property's architectural shall generally develop per the following minimum standards:

- ▶ Exterior finishes of all buildings shall be a mix of brick, stone, stucco and hardy board, maintaining 75% brick & stone on front elevations, and 50% brick & stone on side and rear elevations.
- ▶ Hardy Board material will be limited to architectural highlights such as dormers and eaves.
- ▶ At least 2 exterior finishing materials shall be applied to the front facade of all buildings.
- ▶ The rear façade of internal structures and buildings facing ROWs shall be 100% masonry.

Northeast

Advantage Storage – stone, stucco, metal



P T

VIRIDIAN, ARLINGTON



BRECKENRIDGE, PLANO



Shoal Creek Townhomes at Emerald

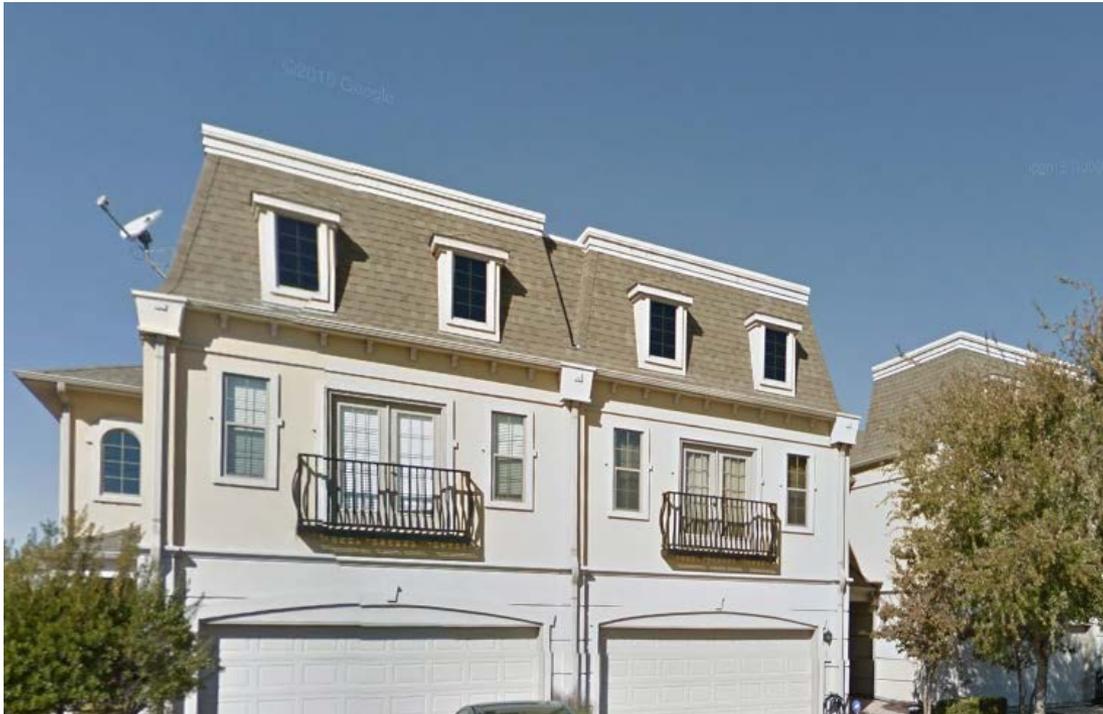


S □ □ □ □ A □ L □ □ □ □ □ □ P □ □ □ □



T □ □ □ □ □ □ □ □ □ □ C □ □ □ □ □ □ □ □ □ □

P □ □ □ □



GOAL

We want the design of Serene Living Town Homes to blend with neighboring architecture.

We are committed to meet and exceed the council's requirements on architectural materials allowed, however we do not want to limit our design team to just two materials.

We are requesting the addition of minimum % brick & stone in PD conditions rather than limiting to just two materials.

T □ □ □ □ □ □ □ □ □ □ □ □