



City of Sachse, Texas

Meeting Agenda

City Council

Monday, October 17, 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, October 17, 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.

[16-3541](#) Approve the minutes of the October 3, 2016 workshop meeting.

Attachments: [10.03.16 Minutes Workshop](#)

[16-3542](#) Approve the minutes of the October 3, 2016 regular meeting.

Attachments: [10.03.16 Minutes](#)

[16-3535](#) Approve Memorandum of Understanding (MOU) with Dallas County and authorize Chief of Police to execute said MOU regarding the Urban Counties Techshare Juvenile program.

Attachments: [Memorandum of Understanding](#)

[16-3559](#) Approve a resolution authorizing the purchase of a mainline system sewer camera from Green Equipment Co.

Attachments: [Resolution](#)

[Price Quote - Camera](#)

[Envirosight Sole source 2016](#)

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

[16-3528](#) Recognize the City of Sachse for receiving a TML municipal excellence

award in the Communications Program category for cities under 25,000, recognizing its innovative happy gram code compliance program.

Attachments: [Award Letter](#)

[Sample Happy Grams](#)

[16-3546](#) Recognize Becky Hines and Jill Brown for their use of social media to aid in a call for help.

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.

[16-3504](#) Consider a development agreement by and between BR-ArchCo Domain Phase 1, LLC, and the City of Sachse, Texas for the purpose of the construction of drainage improvements.

Attachments: [Presentation](#)

[Exhibit A - Development Agreement](#)

[Exhibit B - Drainage Map](#)

[16-3560](#) Consider an Ordinance abandoning and conveying a 0.556-acre tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey Abstract No. 928, City of Sachse, Texas, being a portion of Bunker Hill Road and a portion of Old Miles Road, to BR-ArchCo Domain Phase 1, LLC, and reserving easements over the property to be abandoned.

Attachments: [Exhibit A - Ordinance Abandoning Parcel 5](#)

[Exhibit B - Map of Parcel 5](#)

[16-3561](#) Consider an Ordinance abandoning and conveying a 0.440-acre tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey Abstract No. 928, City of Sachse, Texas, being a portion of Old Miles Road, to BR-ArchCo Domain Phase 1, LLC, and reserving easements over the property to be abandoned.

Attachments: [Exhibit A - Ordinance Abandoning 0.440 Acre Tract](#)

[Exhibit B - Map of 0.440 Acre Parcel](#)

[16-3562](#) Consider a resolution approving a design contract for City water and sanitary sewer facilities in the 5th Street & Sachse Road corridor.

Attachments: [Utility Design - Presentation](#)

[Resolution and Professional Services Contract - Huitt Zollars](#)

[Exhibit A - Location Map](#)

[Exhibit B - Utility Scope - Sachse Rd & 5th St Widening](#)

[16-3530](#)

Consider and act on a preliminary plat application for Serene Town Homes from Jim Koch, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within city limits.

Attachments: [Staff Presentation](#)

[Proposed Plat](#)

5. EXECUTIVE SESSION.

[16-3539](#)

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074(a)(1): Personnel regarding evaluation process for the City Manager and City Secretary.

Consider any action necessary as a result of Executive Session.

6. 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: October 14, 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 #: 16-3541 **Version:** 1 **Name:** September 19, 2016 Council Workshop meeting minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 10/10/2016 **In control:** City Council
On agenda: 10/17/2016 **Final action:**
Title: Approve the minutes of the October 3, 2016 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [10.03.16 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title
October 3, 2016 workshop minutes.

Background
Minutes of the October 3, 2016 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the October 3, 2016 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

OCTOBER 3, 2016

The City Council of the City of Sachse held a workshop meeting on Monday, October 3, 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 Director, Stacy Buckley; Community Development Director, Dusty McAfee; Parks and Recreation Director, Lance Whitworth; Finance Director, Teresa Savage; Director of Public Works and Engineering, Greg Peters; Fire Chief, Marty Wade; and Police Chief, Bryan Sylvester.

Mayor Felix called the meeting to order at 6:32 p.m.

NTMWD: Presentation by and discussion with representative of the North Texas Municipal Water District.

Mrs. Nash introduced Mike Rickman, Deputy Director with North Texas Municipal Water District (NTMWD).

Mr. Rickman presented Council with an overview that included a history of NTMWD, water planning and projections, mayor water projects, and water rates. Mr. Rickman outlined the major North Texas water providers as well as discussing the region. The region currently serves 90 communities, 14 water pump stations, six water treatment plants, and three transfer stations. The area that NTMWD currently serves is expected to more than double over the next 50 years and will need almost 320,000 acre-feet per year of additional supplies by 2070. Mr. Rickman outlined future sources and supply strategies, which include their conservation efforts and education programs. An overview of water demand and supply projections were given along with capital improvement projects (CIP). Comparisons of average monthly costs of water and wastewater across the US were given along with wholesale water rates and projections. Mr. Rickman stated that water is historically undervalued and need help in educating consumers on true cost and value of water. Mr. Rickman touched on the Take or Pay and noted that municipalities are paying for service not just the commodity and will continue to see 10% per year increases in rates until all CIP projects are complete.

Council discussed water conservation efforts, the demand for water and how it is monitored at NTMWD, and if there could be incentives to those who meet conservation levels or some sort of rebate system could be considered.

No further discussion or action was taken.

ADJOURNMENT: At 7:19 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 #: 16-3542 **Version:** 1 **Name:** September 19, 2016 Council meeting minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 10/10/2016 **In control:** City Council
On agenda: 10/17/2016 **Final action:**
Title: Approve the minutes of the October 3, 2016 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [10.03.16 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
October 3, 2016 meeting minutes.

Background
Minutes of the October 3, 2016 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the October 3, 2016 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

OCTOBER 3, 2016

The City Council of the City of Sachse held a regular meeting on Monday, October 3, 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; Community Development Director, Dustin McAfee; Human Resources Director, Stacy Buckley; Finance Director, Teresa Savage; Director of Public Works and Engineering, Greg Peters; Library Manager, Mignon Morse; Fire Chief, Marty Wade; and Police Chief, Bryan Sylvester.

Mayor Felix opened the meeting at 7:39 p.m.

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

CONSENT AGENDA: All items listed on the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items unless a Council member or citizen so requests.

16-3513 Approve the minutes of the September 19, 2016 workshop meeting.

16-3514 Approve the minutes of the September 19, 2016 regular meeting.

16-3518 Approve a resolution authorizing the purchase of three Police interceptor utility trucks from Sam Pack's 5 Star Ford through Texas Multiple Schedule Contract Program not to exceed budgeted funds of seventy nine thousand nine hundred and seventy six dollars and eighty cents (\$79,976.80).

16-3525 Approve purchase of a Quint Fire Ladder Truck through Houston-Galveston area Council Cooperative Purchasing (HGAC) in the amount not to exceed \$1,209,921.00.

16-3527 Approve the Monthly Revenue and Expenditure Report for the period ending August 31, 2016.

16-3486 Approve the renewal of an agreement with Valley View Consulting for the purpose of investment advisory services for an additional two years and authorizing the City Manager to execute such renewal.

16-3488 Adopt the City of Sachse, Sachse Economic Development Corporation, and President George Bush Turnpike Reinvestment Zone Tax Increment Investment Policy ("Sachse Investment Policy") declaring that the City Council has completed its review of the Investment Policy and investment strategies of the City and any changes to either the Investment Policy or investment

strategies has been recorded; providing for a repealing clause; providing a severability clause; and providing for an effective date.

Councilman Adams made a motion to approve items 16-3513, 16-3514, 16-3518, 16-3525, 16-3527, 16-3486, and 16-3488 as submitted. Councilman King seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman King stated the pet shot clinic held was a success with over 118 vaccinations. The shelter has plenty of animals and encouraged citizens to stop by the shelter and consider adopting a furry friend.

Mayor Pro Tem Ross stated it is Space and Science month at the Library. On October 11 at 6:00 p.m., the Library will host the Perot truck museum, and on October 17th at 6:00 p.m., the Library will have a Star Trek celebration. The Library is also teaming up with In-N-Out Burger for the Cover to Cover Club for children age's four to 12. Children who return their reading logs will receive a gift certificate for a free hamburger or cheese burger at any In-N-Out location. Children will receive a gift certificate for every five books read. The Tweens and Teens are holding a mask decorating contest. The mask will be due by October 22 and displayed during the Halloween party on October 25. Lastly, the crochet classes will be offered again the week of October 17 and October 24. Registration is required.

Councilman Franks stated that the Pumpkin Prowl will be held on Saturday, October 15 at Salmon Park and will include bounce houses, games and the Sachse High School theater group will have something fun planned for the kids.

Mayor Felix stated National Night Out is Tuesday, October 4. There are over 14 parties this year, so Council will be splitting up into groups so that they will be able to visit everyone this year. Walk to School Day is Wednesday, October 5, and on Wednesday, October 12 from 6:00 to 8:00 p.m., Fire Station #1 and #2 will host an Open House. There will be games, bunker gear dress up, and photo opportunities for the kids. Drug Take Back will be held on October 22 from 10:00 a.m. to 2:00 p.m. at City Hall along with Fall Fest at Hudson Park.

16-3521 Recognize the Sachse Historical Society and the Landmark Committee Book.

Bobby Tillman, President of the Sachse Historical Society presented Council with the Landmark Book done by the Sachse Historical Society. Mr. Tillman expressed his thanks to the contributors of the book including Mr. Lloyd Henderson.

16-3526 Recognize employees for their service to the City of Sachse.

Mayor Felix presented ten year awards to Brendan Kearney, Firefighter/Paramedic; John Morris, Firefighter/Paramedic; and Brandon Slone, Fire Lieutenant.

Mayor Felix presented employee of the quarter awards to Police Officer Robert Beauchamp and Library Assistant Toni Kelly for their outstanding work, creative thinking, excellent customer service, and going above and beyond.

CITIZENS INPUT:

Terry Smith, 5011 Brookhollow, stated that he has a Code Enforcement issue with his neighbor. Mr. Smith expressed his displeasure with his neighbor and the amount of items within his backyard since it is a residential area versus commercial. He would like his neighbor to remove the items from his backyard due to the amount and how unpleasing it is to see.

REGULAR AGENDA ITEMS:

16-3522 Presentation regarding the Police Department's 50th Anniversary.

Chief Sylvester presented a brief history of the Police Department and introduced the 50th anniversary badge that will be worn by officers.

A special commemorative gift was given to Sachse's former Police Chief Dennis Veach in honor of all he did and accomplished while serving the City.

Mayor Felix pinned badges on the officers coming onto duty.

16-3520 Presentation by the Sachse Historical Society regarding the Moving Vietnam Wall.

Bobby Tillman, President of the Sachse Historical Society invited Council and everyone to attend the Veterans Day Event on November 5 at 11 a.m.

Jim Mathis presented Council with information regarding the City having the Moving Vietnam Wall. It was last in the area around 2009 and it is a replica of the real wall in Washington, D.C. The Historical Society would like to apply to host the wall with Council's permission to use the City Hall Campus. There is no cost to the City and monies would be raised by the Historical Society. If Sachse would be granted to display the wall, it would be in November 2017. There is a list of criteria they must meet in order to be granted, but are willing to do the work. Once the application is submitted, the Society would not receive an answer until after the first of the year.

Mr. Tillman stated that he is facilitating the project and will be meeting with the Parks and Recreation Department to discuss further.

Mrs. Nash stated that they would like to get initial ideas and feedback from Council.

Councilman King stated that it is a very ambitious project that would benefit the Society and the City. It would certainly be a destination event.

Council agreed to allow the Historical Society to pursue the Vietnam Moving Wall while working with the Parks and Recreation Department and updates provided to Council as the project moves forward.

16-3531 Receive update on water meter replacement program.

Mrs. Savage provided an update on the replacing of the water meters. Mrs. Savage stated that the Finance Department will be requesting proposals through the bid process. They will be looking to replace immediately the meters that are no longer able to furnish a radio read. The replacement meters will be compatible with future AMI infrastructure and current drive-by reading and billing software. Mrs. Savage discussed how they will evaluate the proposals along with a timeline of the RFP process with final vendor selection to occur November 7, 2016.

Mrs. Nash stated this item was approved in the budget with this being step one to implement AMI City wide. Currently 1,000 meters need replaced today.

Mayor Pro Tem Ross asked how obligated they would be to stay with vendor selected as they move through the process. Mrs. Savage responded that they can use multiple vendors/meters and they will be evaluated on their performance. They are not bound to stay with the vendor that will be selected, but only with the meters purchased through selected vendor. Mrs. Savage reiterated that they will be making sure the vendors who submit bids understand the criteria and qualifications they are seeking, and that it is a phased in approach.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:55 p.m.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3535	Version:	1	Name:	MOU with Dallas County - Urban Counties Techshare Juvenile Program
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/29/2016	In control:		In control:	City Council
On agenda:	10/17/2016	Final action:		Final action:	
Title:	Approve Memorandum of Understanding (MOU) with Dallas County and authorize Chief of Police to execute said MOU regarding the Urban Counties Techshare Juvenile program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Memorandum of Understanding				

Date	Ver.	Action By	Action	Result
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Title

Memorandum of Understanding (MOU) with Dallas County - Urban Counties Techshare Juvenile Program

Background

Currently the police department manually files juvenile cases with Dallas County. Execution of this MOU will allow the department to electronically file cases, improving efficiency, and gain access to other participating agencies juvenile cases for use as an investigative tool. Many agencies across Dallas County have begun filing cases electronically and the technical concept has been proven. Staff has been working with Dallas County representatives regarding this process and are ready to implement upon MOU execution.

Policy Considerations

None.

Budgetary Considerations

None. The City's infrastructure supports the security and other technical requirements within the MOU.

Staff Recommendations

Approve Memorandum of Understanding (MOU) with Dallas County and authorize Chief of Police to execute said MOU regarding the Urban Counties Techshare Juvenile program.

**MEMORANDUM OF UNDERSTANDING
WITH PARTICIPATING LOCAL GOVERNMENTS AND
DALLAS COUNTY TO PARTICIPATE IN URBAN COUNTIES'
TECHSHARE.JUVENILE PROGRAM**

**I.
PARTIES**

This Memorandum of Understanding ("MOU") is entered by and between the undersigned Participating Local Governments of the State of Texas ("Participating Local Government(s)"), acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Local Government Code and for the purpose of participation in the Urban Counties' TechShare Program. The undersigned Participating Local Governments enter into this Interlocal Agreement (hereinafter, "Agreement") with Dallas County ("Dallas County" or "County"). Any and all other Participating Local Governments of the State of Texas adopting this MOU upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU individually as "Party" and collectively as "Parties."

**II.
RECITALS**

WHEREAS, Participating Local Governments desire to enter into this Agreement for the Participants' participation in TechShare.Juvenile, an extended case management system that will allow participating agencies within Dallas County to view juvenile information statewide;

WHEREAS, The Participating Local Governments will have access to TechShare.Juvenile in order to file cases electronically, perform statewide juvenile record searches, and perform other functions as allowed by statutes and role based permissions;

WHEREAS, The Participating Local Governments will be required to have a site-to-site Virtual Private Network (VPN) connection between the agency network and Dallas County in order to access TechShare.Juvenile. The basic equipment needed by the Participating Local Governments to establish the VPN connection is a site-to-site capable firewall and a circuit. The firewall must be capable of supporting a minimum of 3DES or AES encryption capability and IPSec security protocols. Further, the encryption standards must be compliant with the federal data encryption standard of FIPS-140-2. Additionally, a 3Mb circuit is recommended. Dallas County has provided each Participating local Governments with firewall cost approximations for agencies whose current infrastructure may not currently support VPN connectivity. Due to laws governing circuit location and the range of costs between providers, Participating Local Governments should contact their telecommunication service provider to determine circuit costs.

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Government and Dallas County agree as follows:

III.

PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS

Any local government may participate in this MOU with the signature of the designated authorized signer on signatory page 8 of this MOU. Each Participating Local Government will be required to approve and agree to the terms and conditions of this MOU. The signed agreement of this MOU will be returned as notification and presented to the Juvenile Boards as well as Commissioner's Court.

IV.

DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE

- A. Ownership. It is the intention of the Parties that each Participating Local Government will remain the custodian and owner of its information and data that it created or submitted, unless expressly agreed in writing otherwise. The Parties acknowledge and agree that such information or data shall not be used by the Parties other than in connection with the performance of this MOU or as contemplated by the Parties under this MOU. Additionally, the Parties agree that the data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect without the expressed written approval of the Participating Local Government that owns such data.
- B. Interfaces. Each Party is responsible for developing and maintaining its interfaces to TechShare.Juvenile. Participating Local Governments will also be responsible for the cost of interface development and maintenance.
- C. Security and Access of Data.
- 1) Section 58.403, Texas Family Code, permits the cross-jurisdictional sharing of information related to juvenile offenders between authorized criminal and juvenile justice agencies and partner agencies.
 - 2) Each party is responsible for ensuring its employees and other persons accessing data within TechShare.Juvenile are authorized to do so, and will use such data only as is legally permitted.
 - 3) Participating Local Governments and their representatives agree that the following terms and conditions apply regarding access to the confidential juvenile information and data maintained in TechShare.Juvenile:
 - a) Participating Local Governments and their representatives shall acknowledge and agree that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.

- b) Participating Local Governments agree that TechShare.Juvenile shall not be used for any personal purposes, including entertainment, personal business, or personal gain.
- c) Participating Local Governments understand that access to, and transmission of, any data or material deemed to be a violation of any federal, state, or local law or agency administrative rules is prohibited.
- d) Participating Local Governments shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.

Confidential Information. As used in this Agreement, the term "Confidential Information" means all information and specifications, designs, applications, operating systems, databases, communications and other computer software developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all products developed or derived therefrom, source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, all of the above which relate to TechShare.Juvenile in the case of Confidential Information belonging to Urban Counties or Dallas County. The County's confidential information includes, but is not limited to, data mapping from the County's Caseworker installation and the County's network configuration and related security specifications, and also includes, without limitation, information in tangible or intangible form relating to the coding or mapping of data from the County's legacy juvenile case management system, configuration specifications related to its network or computer systems on which the County's information services are performed and/or configuration specifications related to its implementation of Techshare.Juvenile. "Confidential Information" includes information in any form, whether written, electronic, or verbal. Additionally, the term "Confidential Information" shall include any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by a Party or its Representatives that contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to the Party (the "Recipient Party") or its Representatives by another Party (the "Disclosing Party") under this Agreement.

Survival. This Article IV. shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

V.
TERM AND TERMINATION

The terms and conditions of this MOU shall be indefinite unless terminated by one of the Parties. This MOU may be terminated by either Party with a thirty (30) day written notice to the other Party.

VI.
WARRANTIES

No Party to this MOU warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any data or information made available under this MOU. Third party warranties or guarantees may inure to the benefit of the Parties to a particular Project if such are contractually secured as part of such Project; however, no Party to this MOU shall be held liable for a warranty or guarantee offered by a third party, if any. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU to the maximum extent permitted by applicable law.

Survival. This Article VI shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

VII.
NOTICE

Any and all notices to be given under this MOU by a Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the Parties at the addresses set forth on the signatory pages below or to such other addresses designated in writing to all the Participating Local Governments. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

VIII.
AMENDMENT

This MOU may not be amended except in a written instrument specifically referring to this MOU and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU which are required by changes in federal or state law are automatically incorporated herein without written amendment to this MOU and shall be effective on the date designated by said law.

IX.
CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements required of each Party hereunder or required by any other agreements, contracts

and documents executed, adopted, or approved pursuant to this MOU, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU.

X.
FISCAL FUNDING

The obligations of the Participating Local Governments pursuant to this MOU are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU without penalty in the event funds are not available or appropriated by giving the appropriate notice pursuant to Sections V and VII. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding, unless expressly agreed in writing by the Parties.

XI.
APPLICABLE LAW

This MOU shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Dallas County, Texas.

XII.
SEVERABILITY

In the event that one or more of the provisions contained in the MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU, which shall remain in force and effect.

XIII.
ASSIGNMENT

The Parties may not assign their respective rights and duties under this MOU without the prior written consent and/or approval of the remaining Participating Local Governments, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and/or approval by the remaining Participating Local Governments shall be null and void.

Survival. This Article XIII shall survive any termination, cancellation, withdrawal, or expiration of this MOU.

XIV.
ENTIRE AGREEMENT

This MOU, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU, expressly or by incorporation.

XV.
RESPONSIBILITIES

All Parties agree to be responsible for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

XVI.
CJIS COMPLIANCE

All Parties and their respective employees, agents, contractors, and subcontractors agree, warrant, and represent they shall be compliant with the Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.1 pursuant to this MOU. Further, all Parties agree, warrant, and represent they are compliant with the Texas Department of Public Safety policies regarding access to Criminal Justice Information. Additionally, all Parties specifically agree to be responsible for their own individual ongoing compliance with regard to the Federal Bureau of Investigation Criminal Justice Information Security Policy and the Texas Department of Public Safety criminal justice information policies.

XVII.
SOVEREIGN IMMUNITY

This MOU is subject to Dallas County's Sovereign Immunity and Dallas County expressly does not waive any applicable local, State and federal rules and laws, including Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code. Further, the Parties acknowledge and agree Dallas County does not have the ability under Article III, Section 49 and Article XI, Section 7 of the Texas Constitution to indemnify any party or third party damages pursuant to this MOU.

[SIGNATORY PAGES SHALL FOLLOW]

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power, and authority to enter and perform this MOU Among *Participating Local Governments and Dallas County for TechShare*. in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances, and provisions set forth in this MOU.

DALLAS COUNTY

By: _____

Name: Clay Jenkins

Title: Dallas County Judge

Date: _____ / _____ / _____

Address: 411 Elm Street 2nd Floor

Dallas, Texas 75202

DALLAS COUNTY*

SUSAN HAWK

DISTRICT ATTORNEY

RUSSELL RODEN

CHIEF, CIVIL DIVISION

BY: _____

Randall Miller

Assistant District Attorney

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

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *MOU Among Participating Local Governments and Dallas County for TechShare.Juvenile* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU.

COUNTY/CITY OF _____

Name: _____

Title: _____

Date: _____ / _____ / _____

Address: _____



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3559	Version:	1	Name:	Purchase of a Sanitary Sewer Camera
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/12/2016	In control:		In control:	City Council
On agenda:	10/17/2016	Final action:		Final action:	
Title:	Approve a resolution authorizing the purchase of a mainline system sewer camera from Green Equipment Co.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Price Quote - Camera Envirosight Sole source 2016				

Date	Ver.	Action By	Action	Result
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Title

Authorizing the purchase of a mainline system sewer camera from Green Equipment Co. not to exceed the budgeted funds of seventy thousand dollars (\$70,000) for the City of Sachse Public Works Department; and providing for an effective date.

Background

The 2016-2017 Fiscal Year budget includes \$70,000.00 for the purchase of a new main line sanitary sewer camera. The identified funding source is the Utility Fund. Currently, the City of Sachse does not own this type of camera, as the previous main line sanitary sewer camera owned by the City stopped functioning several years ago. For the past several years, the City has hired private companies to perform TV inspections of our sanitary sewer system when a problem arises, or as needed to determine the condition of a sanitary sewer main. Often when a sewer back-up occurs, the City must wait several days for a private company to TV the line and identify problem areas.

This new camera will allow Public Works staff to quickly assess sewer conditions and blockages without delay, improving the ability of our staff to locate and fix problems in the system. In addition, the camera will be utilized throughout the City to begin assessing the condition of aging sanitary sewer mains throughout the City. These assessments will be essential in planning and budgeting future sewer system rehabilitation projects. The Public Works Sewer Crew has the knowledge and expertise needed to operate this type of camera.

Policy Considerations

The 2016-2017 Fiscal Year budget includes \$70,000.00 for the purchase of a new main line sanitary sewer camera.

Budgetary Considerations

The 2016-2017 Fiscal Year budget includes \$70,000.00 for the purchase of a new main line sanitary

sewer camera. The identified funding source is the Utility Fund.

Staff Recommendations.

Approve a resolution authorizing the purchase of a mainline system sewer camera from Green Equipment Co. not to exceed the budgeted funds of seventy thousand dollars (\$70,000) for the City of Sachse Public Works Department; and providing for an effective date, as a consent agenda item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE PURCHASE OF A MAINLINE SYSTEM SEWER CAMERA FROM GREEN EQUIPMENT CO. NOT TO EXCEED THE BUDGETED FUNDS OF SEVENTY THOUSAND DOLLARS (\$70,000) FOR THE CITY OF SACHSE PUBLIC WORKS DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, funding is appropriated in the Fiscal Year 2016-2017 budget for the purchase of a mainline system sewer camera.

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

SECTION 1. The City Council approves the use of funds from the City of Sachse Utility Fund as identified in the Fiscal Year 2016-2017 budget to purchase a mainline system sewer camera.

SECTION 2. The City Manager is hereby authorized to execute any documents necessary to complete this transaction.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this ____ day of October, 2016.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

Recipient:

Jeremy Wiseman
City of Sachse
Sachse, Tx 75048

Green Equipment Co.

Jimmy F Fougrousse, Salesman
Green Equipment Co.
10585 Rolling Hills
Little Elm, TX 75068
817-247-5039, fax: 817-284-1107
jimmyfougrousse@greenequipco.com, ...

Quote: 0000023611

Date: Mar 7, 2016

Submitted by: Green Equipment Co.

Part No.	Unit	Qty.	Extended
E-RX-sys-truck-basic-300	US \$68,000.00	1	US \$68,000.00

Standard ROVVER X Truck System (with 300m reel and basic WinCan VX; available 3/2014) includes VC200 pendant controller with desk-mount and US Connector PC-VC, RCX90 camera, RX130 crawler with backeye camera, inclination, sonde, clutch, RAX300 cable reel with wireless remote and 300M of orange Gore cable. Additional accessories include emergency stop cable for reel, mounting frame for reel, pressurization kit. Quick-change wheels system (including 6 hubs, 6 small rubber wheels, 4 medium rubber wheels, 4 large rubber wheels and 2 climber wheels).

E-000-0036-00	US \$66.62	1	US \$66.62
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Tyger tail for manhole bottom cable protection
2 inch diameter rubber sleeve to protect cable from manhole bottom pipe entry.

E-000-0035-00	US \$367.00	1	US \$367.00
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Top Manhole Cable Roller
Aluminum frame and rubber wheel with bearings protects cable from manhole top cover edge and reduces friction to improves crawler performance.

SPCL	US \$450.00	1	US \$450.00
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Shipping

Recipient:

Jeremy Wiseman
City of Sachse
Sachse, Tx 75048

Green Equipment Co.

Jimmy F Fougousse, Salesman
Green Equipment Co.
10585 Rolling Hills
Little Elm, TX 75068
817-247-5039, fax: 817-284-1107
jimmyfougousse@greenequipco.com, ...

Quote: 0000023611

Date: Mar 7, 2016

Submitted by: Green Equipment Co.

Part No.
▼

Unit
▼

Qty.
▼

Extended
▼

Total: US \$68,883.62

Notes: This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

Expiration Period: 30 days

Terms: Cash

FOB: Randolph, NJ

Currency: US \$

Respectfully Submitted,
Green Equipment Co.

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by _____

_____ Date

Jan 1, 2016



111 Canfield Avenue Randolph, New Jersey 07869 Phone 973-252-6700

Envirosight LLC is the manufacturer for the QuickView manhole camera system, Jetscan Inspection Nozzles, Rovver & Supervision crawler systems and all parts. Our home office is located in Randolph, New Jersey.

Envirosight LLC manufactures and distributes this product and it's accessories through out North America.

All of the sales of this product are handled through our dealer network, with no direct sales.

A qualified technician trained by Envirosight LLC must do any warranty service work on the QuickView, Jetscan, Rovver & Supervision products. "if any other company performs repairs, it could jeopardize the warranty of our product"

Green Equipment Company based out of Fort Worth Texas, is our exclusive (sole source) dealer for Envirosight LLC products in Texas, Louisiana, and Arkansas.

Chris Helliwell
Western Region Sales Manager
Envirosight LLC
973-214-3502



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3528	Version:	1	Name:	TML Award Recognition - CC 10-17
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/28/2016	In control:		In control:	City Council
On agenda:	10/17/2016	Final action:		Final action:	
Title:	Recognize the City of Sachse for receiving a TML municipal excellence award in the Communications Program category for cities under 25,000, recognizing its innovative happy gram code compliance program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Award Letter Sample Happy Grams				

Date	Ver.	Action By	Action	Result
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Title
TML Municipal Excellence Award

Background
The Texas Municipal League has awarded the City of Sachse with a Municipal Excellence award in the Communications Program category for cities under 25,000, recognizing its innovative happy gram code compliance program. Katie Munson, code compliance officer, originated the idea as a way to more respectfully communicate with residents, defuse the awkwardness of enforcing the cities codes, and to increase voluntary compliance.

The size of a postcard, happy grams are simple and illustrative notices to residents who are in violation of certain codes. They are less formal and authoritative than traditional violation letters and door hangers. Instead of being penalty focused, the happy grams simply and respectfully remind people to be a good neighbor. The results of the program have exceeded expectations.

Voluntary compliance rates have increased, and most importantly, residents feel respected while going through the code enforcement process. The new program has proved to be a win for the residents, their neighbors, and the community as a whole.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Presentation only.



TEXAS MUNICIPAL LEAGUE

President **C. J. Wax**, Mayor, Rockport
Executive Director **Bennett Sandlin**

July 12, 2016

Gina Nash
City Manager
City of Sachse
3815-B Sachse Rd
Sachse, TX 75048

Dear Ms. Nash:

Congratulations to the City of Sachse!

The City of Sachse has been selected as a winner of a Texas Municipal League Municipal Excellence Award. Your city's entry—Happy Grams (Sachse Shines Program)—is the winner in the Communication Programs category for cities under 25,000. The judges were very impressed by your application, and your city is to be commended for its efforts.

The official announcement of the winners of the 2016 TML Municipal Excellence Awards will take place during the Opening General Session at the TML Annual Conference and Exhibition in Austin. This session is scheduled for 10:30 a.m. on Wednesday, October 5. We ask that you not make any formal announcement of your accomplishment until that time.

The attached information sheet outlines the materials that TML needs to in order to prepare for the awards presentation video and details about the awards ceremony. Please review the information sheet and direct any questions you may have to Rachael Pitts at the TML office (rpitts@tml.org or 512-231-7472).

Again, congratulations to you and your city.

Sincerely,

Rachael Pitts
Deputy Executive Director

Enclosure

cc: Dusty McAfee, Community Development Director, City of Sachse

Texas Municipal League Municipal Excellence Awards Presentation
Wednesday, October 5, 2016
Austin

TML Municipal Excellence Awards Presentation Details
Opening General Session at the TML Annual Conference and Exhibition
Wednesday, October 5, 2016

Arrive at 9:45 a.m. in Room 13-A (Level 4) for photos.

10:30 a.m. -- Noon

Ballroom D (Level 4)

Austin Convention Center

500 E Cesar Chavez St.

Austin, TX 78701

The 2016 award winners will be announced through a video presentation during the Opening General Session at the TML Annual Conference and Exhibition. Representatives of the city are encouraged to attend the session and sit together. Following the video presentation, TML President C.J. Wax will announce the names of the winning cities, and representatives will be asked to stand for recognition. The representatives from your city **will not** be asked to speak or accept the award on stage.

*Please provide TML with no more than five minutes of video (**no narration**) to be used in the awards presentation. The video should be representative of the project that is being recognized and can also be representative of the city in general. **Again, narration is not needed.** Also, please submit some color photographs that pertain to the project. Please provide these materials by **Friday, August 12, 2016.***

Seating will be reserved for the award-winning cities. Please advise TML of the number of representatives from your city who will be attending the session so that we can reserve adequate seating.

City representatives that arrive for photos before the start of the Opening General Session will have the opportunity to be photographed with the city's award. The photos will be used in the TML magazine and on the TML website. They will also be shared with the city.

TML contact:

Rachael Pitts

Texas Municipal League
1821 Rutherford Lane, Suite 400

Austin, Texas 78754

Office: 512-231-7400

Mobile: 512-426-1342

rpitts@tml.org



Code Compliance
469-429-4793

“Where Great Neighbors Live”

I looked and did not see a Building Permit issued for your address.



Please contact Community Development at 469-429-4781 for a permit.



Code Compliance
469-429-4793

“Where Great Neighbors Live”

I looked and did not see a Building Permit issued for your address.



Please contact Community Development at 469-429-4781 for a permit.

AUTUMN IS UPON US!



OUR RAINY SUMMER AND MILDER TEMPERATURES HAVE SENT THE GRASS SKY HIGH



WE GET IT. NO ONE LIKES THE HARD WORK.

BUT IN THE END, IT IS ALL WORTH IT.



"WHERE GREAT NEIGHBORS LIVE"



Por favor, no estacione en frente de buzón.

Neither snow nor rain nor heat nor gloom of night stays these couriers....

Well maybe a roofer's truck...



Please be a good neighbor and **do not park work trucks next to mailboxes.**



Code Compliance
469-429-4793

"Where Great Neighbors Live"

Por favor, no estacione en frente de buzón.

Neither snow nor rain nor heat nor gloom of night stays these couriers....

Well maybe a roofer's truck...



Please be a good neighbor and **do not park work trucks next to mailboxes.**



Code Compliance
469-429-479

"Where Great Neighbors Live"



WE'RE GLAD YOU SURVIVED THE STORM



Your roof, not so much



Per our sign ordinance, please remove the Contractor's sign at the end of the project.



"WHERE GREAT NEIGHBORS LIVE"

CODE COMPLIANCE
469-429-4793



SUMMER IS SIZZLING IN SACHSE!



PLEASE WATER YOUR LAWN IN COMPLIANCE WITH
CITY ORDINANCE SCHEDULES

ODD ADDRESS: WEDNESDAY AND SATURDAY

EVEN ADDRESS: THURSDAY AND SUNDAY

COMMERCIAL: TUESDAY AND FRIDAY

ONLY BEFORE 10 AM



OR AFTER 6 PM



"WHERE GREAT NEIGHBORS LIVE"

CODE COMPLIANCE
469-429-4793



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3546	Version:	1	Name:	Recognize Becky Hines and Jill Brown
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/11/2016	In control:		In control:	City Council
On agenda:	10/17/2016	Final action:		Final action:	
Title:	Recognize Becky Hines and Jill Brown for their use of social media to aid in a call for help.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Recognition of Becky Hines and Jill Brown.

Background

Becky Hines used the Sachse Texas Residents Facebook page to communicate she needed help due to not having a phone to call 911. Ms. Brown saw the post and acted right away, which was able to save Ms. Hines. Sheila Barney will also be in attendance and helped facilitate the recognition. The article below was posted by WFAA.

<http://www.wfaa.com/news/local/sachse-neighbors-answer-medical-emergency-on-facebook/307337952>

SACHSE - It's not a post you typically see on social media. Jill Brown said she couldn't look away. "It was really weird," Brown said. "My first thought was is this real?" Brown is a member of a closed Facebook page for Sachse residents. She says she was enjoying her morning coffee back on August 14 when she noticed a post from user Winde Spirit Hines. *"No phone. Need help. Very hard to breathe. Can't wakeup roommate."*

Becky "Winde Spirit" Hines posted to Facebook her medical emergency when she did not have access to a phone on Sunday August 14, 2016. "I decided I needed to call 911," Brown said. She wouldn't learn until three days later that Hines was still in the hospital recovering. Becky Hines would spend six days dealing with acute bronchitis. She's recovering at home now and can't help but think of her fellow neighbors who made a call to save her life when she could not. "You just want to go up to them and give them the biggest hug you can possibly give them," Hines said.

Hines got that chance Wednesday when Brown visited her at home. The two live just blocks apart, but it wasn't until a plea on social media, did the two count each other not only as neighbors, but friends. "We'll never know what the outcome could have been but to me you're my lifesaver," Hines told Brown.

~Copyright 2016 WFAA



Becky "Winde Spirit" Hines posted to Facebook her medical emergency when she did not have access to a phone on Sunday August 14, 2016.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Recognize Becky Hines and Jill Brown.



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3504 **Version:** 1 **Name:** BR-ArchCO Development Agreement
Type: Agenda Item **Status:** Agenda Ready
File created: 9/13/2016 **In control:** City Council
On agenda: 10/17/2016 **Final action:**
Title: Consider a development agreement by and between BR-ArchCo Domain Phase 1, LLC, and the City of Sachse, Texas for the purpose of the construction of drainage improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)
[Exhibit A - Development Agreement](#)
[Exhibit B - Drainage Map](#)

Date	Ver.	Action By	Action	Result
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Title

Development Agreement by and between BR-ArchCo Domain Phase 1, LLC, and the City of Sachse, Texas.

Background

BR-ArchCo is the developer of property located in the City of Garland on Bunker Hill Road. Due to the scope of their project and existing drainage patterns in Sachse along the Old Miles Road right-of-way, coordination between the City of Sachse, the City of Garland, and the developer has taken place to ensure that the proposed development does not negatively impact drainage on property in the City of Sachse.

The Sachse City Attorney worked with the attorney representing BR-ArchCo to prepare the attached Development Agreement (Exhibit A - Development Agreement) related to drainage improvements.

There is a significant drainage way along the Old Miles Road right-of-way from the Miles Road/Old Miles Road intersection in Sachse down to Rowlett Creek at the President George Bush Turnpike (Exhibit B - Drainage Map). This drainage way conveys stormwater from the Hudson Crossing residential neighborhood and undeveloped property in Sachse.

In order to properly handle the existing and proposed drainage in this area, significant drainage improvements are required from Bunker Hill Road to the President George Bush Turnpike. The proposed drainage improvements will improve drainage flow from both the upstream properties in Sachse, and the adjacent Trull Foundation property in Sachse.

The right-of-way abandonment documents have been reviewed by City staff and the City Attorney. The abandonment of public right-of-way requires the approval of the City Council by ordinance. The City Council will consider the abandonment of public right-of-way in a separate agenda item.

Deal Points

- The City will sell Parcel 5 to the Developer for \$5,000.00
- The City will abandon the Old Miles Road ROW to the Developer, and retain a drainage and utility easement across the abandoned ROW
- The Developer will construct all drainage improvements at their cost, from Bunker Hill Road to the PGBT Bridge
- The proposed public drainage improvements shall account for runoff from future development on the Trull Foundation property in Sachse, eliminating the need for on-site detention on the Trull Foundation property
- As a public drainage project, tree mitigation will not be required
- The developer will maintain the landscaping and grass channel
- The City of Sachse will maintain the drainage structures (culverts, wing walls, rock rip-rap)

Policy Considerations

The City Council of the City of Sachse has the authority to enter into a Development Agreement with land developers.

Budgetary Considerations

Per the development agreement, BR-ArchCO Domain Phase 1, LLC will be required to pay the City of Sachse \$5,000.00 for the purchase of "Parcel 5," a 0.556 acre tract of land that the City previously purchased for the construction of Bunker Hill Road. This parcel is located on the south side of Bunker Hill Road, and is a remainder tract that is not developable as a stand-alone lot. The City will no longer be required to maintain the property after the purchase is complete.

Staff Recommendations.

Approve a resolution authorizing the City Manager to enter into a development agreement by and between BR-ArchCO Domain Phase 1, LLC, and the City of Sachse, Texas.



Development Agreement with BR-ArchCo

City Council Meeting
October 17, 2016

Overview

- Existing drainage system
- BR-ArchCo development project in Garland
- Proposed drainage improvements
- Proposed agreement
- Property Information
- Benefits for Sachse
- Right-of-way and City property
- Discussion & next steps

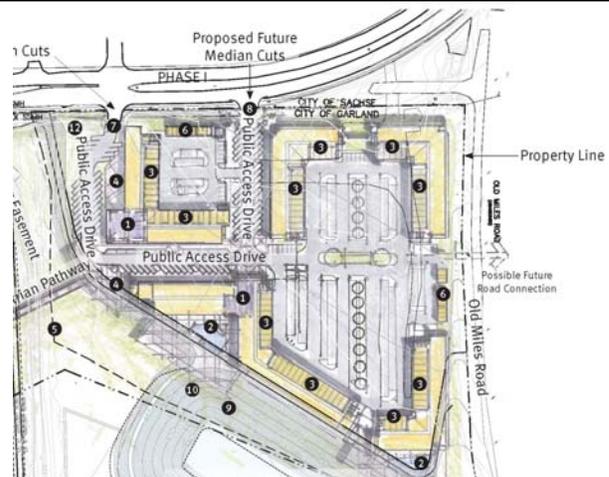
Existing Drainage System

- There is an existing drainage way in the Old Miles Road Right-of-way from Miles Road to Rowlett Creek
- This drainage way accepts Stormwater from the following properties in Sachse:
 - A portion of the Hudson Crossing Neighborhood
 - A portion of the undeveloped PGBT corridor
 - Undeveloped commercial property north/south of Bunker Hill Road



BR-ArchCo Development

- BR-ArchCO is developing property in the City of Garland on the south side of Bunker Hill Road.
- Their project consists of a multi-family development.
- The first phase is located along the west side of the Old Miles Road right-of-way.

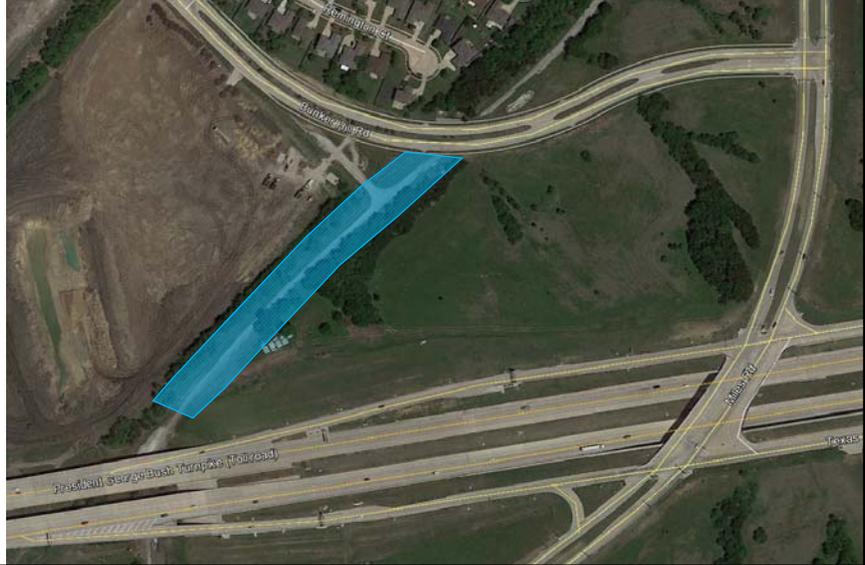


11 Elevation - Bunker Hill Road
Scale: 1/8" = 1'-0"

APPROXIMATE MATERIAL PERCENTAGES: MASONRY = 50% AT BUILDING ELEVATIONS VIEWED BY PUBLIC
35% AT INTERNAL PARKING COURT ELEVATIONS
OTHER MATERIALS = 20% AT BUILDING ELEVATIONS VIEWED BY PUBLIC
85% AT PARKING COURT ELEVATIONS

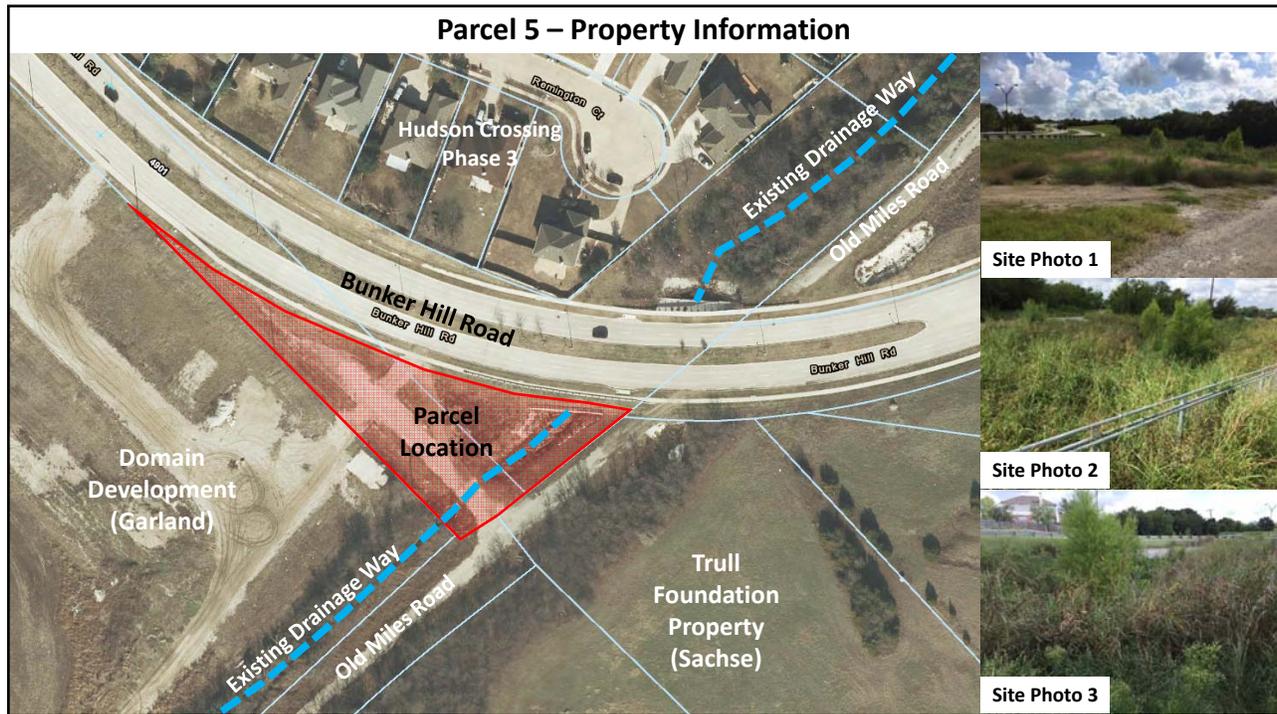
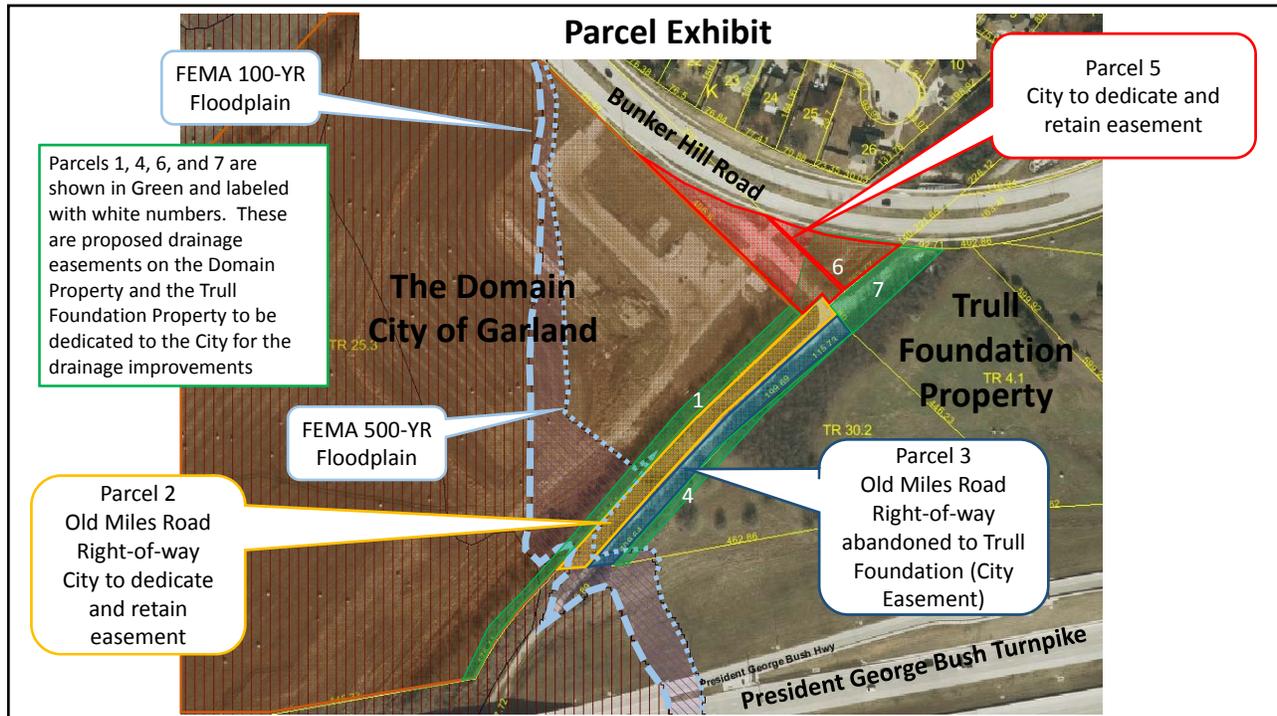
Proposed Drainage Improvements

- The developer is proposing the construction of a large drainage channel which will accommodate the existing drainage flow from their property and properties in Sachse north of Bunker Hill Road.
- The drainage channel will also accommodate the anticipated post-development flow from the adjacent property in Sachse.



Proposed Agreement

- Developer to construct all drainage improvements in the City of Sachse at their cost
- City of Sachse to abandon and dedicate portions of public right-of-way from Old Miles Road and unused right-of-way for Bunker Hill Road.
- Developer to purchase Tract 5 (0.556 Acres) from the City of Sachse for \$5,000.00 (current appraised value per Dallas County tax office: \$4,171.36)
- Developer to dedicate drainage easement on their property. All property dedicated/abandoned by the City of Sachse will retain a drainage and utility easement for City use.
- Developer to mow and maintain full length of the drainage easement in the City of Sachse.
- City will maintain the culverts under Bunker Hill Road and the outfall erosion protection at the culverts. (consistent with current responsibility of the City)



Benefits for Sachse

- Significant drainage improvements in City of Sachse right-of-way will be paid for and built by the developer. (no City funds)
- Drainage improvements downstream of the City will improve drainage conditions and reduce potential backup of stormwater onto properties in Sachse.
- Drainage improvements will allow the adjacent property in Sachse (SW corner of Bunker Hill & Miles) to develop without significant stormwater improvements.
- City will sell a small, undevelopable and unusable piece of property for \$5,000.00.
- City will no longer be responsible for the maintenance and mowing of the Old Miles Road right-of-way, or the parcel being sold (Parcel 5).

Staff Recommendation

- The City Attorney worked with Sachse City staff and the attorney representing BR-ArchCo to develop this agreement.
- City staff has reviewed the agreement and finds that it will benefit the City of Sachse through decreased maintenance obligations
- City staff finds that the agreement will benefit future development of the adjacent Trull Foundation property in Sachse.
- Representatives of the Trull Foundation have reviewed the plan and agreed to the concept.
- Staff recommends approval of the proposed development agreement.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between BR-ArchCo Domain Phase 1, LLC ("BR-ArchCo") and the City of Sachse, Texas (the "City"), each a "Party" and collectively the "Parties".

ARTICLE I **RECITALS**

WHEREAS, BR-ArchCo owns that certain 0.09 acre tract of land described on **Exhibit A** ("Parcel 1"); and

WHEREAS, the City owns that certain 0.440-acre tract of land described on **Exhibit B** ("Parcel 2"); and

WHEREAS, The Trull Foundation ("Trull") owns that certain 0.420-acre tract of land described on **Exhibit C** ("Parcel 3"); and

WHEREAS, Trull owns that certain 0.166-acre tract of land described on **Exhibit D** ("Parcel 4"); and

WHEREAS, the City owns that certain 0.556-acre tract of land described on **Exhibit E** ("Parcel 5"); and

WHEREAS, the City owns that certain 0.196-acre tract of land described on **Exhibit F** ("Parcel 6"); and

WHEREAS, Trull owns that certain 0.259-acre tract of land described on **Exhibit G** ("Parcel 7"); and

WHEREAS, BR-ArchCo owns that certain 30.043-acre tract of land described on **Exhibit H** (the "BR-ArchCo Development Tract"); and

WHEREAS, concurrently with the execution of this Agreement by the Parties, BR-ArchCo will grant to the City an easement over Parcel 1 for the construction and maintenance of public drainage improvements for drainage purposes used in the collection and direction of storm water, and BR-ArchCo will reserve the right to transfer and convey storm water from the BR-ArchCo Development Tract over Parcel 1; and

WHEREAS, concurrently with the approval of this Agreement, the City will adopt an ordinance abandoning and conveying Parcel 2 to BR-ArchCo, the form of which ordinance is attached as **Exhibit I**; and

WHEREAS, the ordinance abandoning Parcel 2 will reserve an easement over Parcel 2 for the construction and maintenance of public drainage improvements for drainage purposes used in the collection and direction of storm water, subject to BR-ArchCo's right to transfer and convey storm water from the BR-ArchCo Development Tract over Parcel 2; and

WHEREAS, Trull has granted BR-ArchCo an easement over Parcel 3 and Parcel 4 to allow BR-ArchCo to transfer and convey storm water from upstream developments approved by the City and from the BR-ArchCo Development Tract over such parcels; and

WHEREAS, Parcel 3 is burdened by an existing drainage easement the City reserved when it conveyed title to Parcel 3 to Trull; and

WHEREAS, within 30 days of the approval of this Agreement, BR-ArchCo will acquire for the City's benefit an easement from Trull to the City over Parcel 4 for the construction and maintenance of public drainage improvements for drainage purposes used in the collection and direction of storm water; and

WHEREAS, concurrently with the approval of this Agreement, the City will adopt an ordinance abandoning and conveying Parcel 5 to BR-ArchCo, the form of which ordinance is attached as **Exhibit J**; and

WHEREAS, as consideration for the abandonment of Parcel 5, BR-ArchCo will pay the City \$5,000, which exceeds the current appraised value of Parcel 5; and

WHEREAS, Parcel 7 is burdened by an existing drainage easement the City reserved when it conveyed title to Parcel 7 to Trull; and

WHEREAS, the Parties intend for BR-ArchCo to construct for the City's benefit drainage improvements on Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 6, and Parcel 7 (collectively, the "Drainage Parcels") for the purpose of transferring and conveying storm water from upstream developments approved by the City and from the BR-ArchCo Development Tract consistent with the easements described above in these recitals; and

WHEREAS, the drainage improvements that BR-ArchCo will construct on the Drainage Parcels will be constructed in accordance with construction plans approved by both the City of Garland and the City of Sachse, as reflected in the "Construction Plans for Domain Phase 1, 4201 Bunker Hill Road, Domain at Firewheel Phase 1 Addition, Block 1, Lot 1" dated September 2016 (Garland Case # 150827-2) and prepared by Kimley-Horn (the "Drainage Improvements"); and

WHEREAS, other than the approval of the construction plans referenced in the preceding recital, no other approvals from the City or any other governmental entity with approval authority will be required in connection with the construction of the Drainage Improvements; and

WHEREAS, BR-ArchCo's construction of the Drainage Improvements is a public works project for the City's benefit; and

WHEREAS, as consideration for the City's abandonment of Parcel 2 and Parcel 5, BR-ArchCo will fund the cost to construct the Drainage Improvements, which cost will exceed the current combined appraised value of Parcel 2 and Parcel 5; and

WHEREAS, public bid requirements will not apply to the construction of the Drainage Improvements; and

WHEREAS, the City acknowledges that BR-ArchCo has the right to transfer and convey storm water from the BR-ArchCo Development Tract over the Drainage Parcels.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
DRAINAGE IMPROVEMENTS; ABANDONMENT OF PARCELS 2 AND 5

2.1 **Construction**. As consideration for the City's adoption of the ordinances attached as **Exhibit I** and **Exhibit J**, BR-ArchCo agrees to construct the Drainage Improvements within the Drainage Parcels at BR-ArchCo's sole cost. The City agrees that all development fees, tree mitigation fees, and related tree preservation or mitigation requirements are inapplicable to the Drainage Parcels and the construction of the Drainage Improvements, which is a public works project that BR-ArchCo is constructing on the City's behalf. BR-ArchCo will commence construction of the Drainage Improvements no later than January 1, 2017, and complete construction of the Drainage Improvements no later than December 31, 2017.

2.2 **Approval of Design**. BR-ArchCo agree to construct the Drainage Improvements in accordance with the City approved plans, the Standard Specifications for Public Works Construction- North Central Texas, the Code of Ordinances for the City, and all other applicable ordinances, and construction and development standards of the City in effect at the time this contract is finally executed, including, but not limited to, City requirements to provide payment and performance bonds for the construction of public improvements.

2.3 **Inspection of Construction**. BR-ArchCo agrees to allow the City Engineer to inspect the Drainage Improvements to determine whether the Drainage Improvements are in accordance with City standards, ordinances, and regulations pertaining to the construction of public improvements.

2.4 **Maintenance**. The City agrees to maintain, repair, and replace the Drainage Improvements to the extent necessary to keep the Drainage Improvements in working order. BR-ArchCo agrees to maintain all of the unimproved areas within the Drainage Parcels in a condition that is free of debris, silt, or any substance that would result in unsanitary conditions or obstruct the flow of water.

2.5 **Abandonment**. BR-ArchCo agrees to pay the City \$5,000 within 30 days after the adoption of the ordinance attached as **Exhibit J**. This Agreement shall become effective upon the City's adoption of the Ordinances attached as **Exhibit I** and **Exhibit J** on October 3, 2016 at the same meeting at which the City Council approves this Agreement (the "**Effective Date**").

ARTICLE III
ADDITIONAL PROVISIONS

3.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.2 Insurance and Indemnification. BR-ArchCo shall procure, pay for, and maintain during the term of this Agreement, with a company authorized to do business in the State of Texas, insurance coverage in amounts and types commercially reasonable for a project similar in scope to construction of the Drainage Improvements which insurance will name the City as an additional insured for all work completed within the Drainage Parcels. **BR-ARCHCO AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, WHICH IS SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY BR-ARCHCO'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR MAY BE OCCASIONED BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF BR-ARCHCO OR ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE/BREACH OF BOTH BR-ARCHCO AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

3.3 Term. This Agreement shall remain in effect until the Parties amend or terminate this Agreement in writing.

3.4 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

3.5 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to seek or recover monetary damages of any kind.

3.6 Governmental Powers; Waivers of Immunity. The City waives its governmental immunity from suit and immunity from liability as to any action brought by BR-ArchCo to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. The City waives its governmental immunity from suit and immunity from liability as to any action brought by BR-ArchCo resulting from BR-ArchCo's construction of the Drainage Improvements because this Agreement is a contract subject to Texas Local Government Code Chapter 271, Subchapter I. Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

3.7 Assignment. BR-ArchCo may assign this Agreement in whole or in part without the consent of the City, but upon written notice to the City. An assignment shall be in writing executed by BR-ArchCo and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the assignee for the performance of all obligations assigned to the assignee and agrees that BR-ArchCo shall be released from subsequently performing the assigned obligations and from

3.10 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.11 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Dallas County. Venue for any action to enforce or construe this Agreement shall be Dallas County.

3.12 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

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

3.14 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Description of Parcel 1
Exhibit B	Description of Parcel 2
Exhibit C	Description of Parcel 3
Exhibit D	Description of Parcel 4
Exhibit E	Description of Parcel 5
Exhibit F	Description of Parcel 6
Exhibit G	Description of Parcel 7
Exhibit H	Description of the BR-ArchCo Development Tract
Exhibit I	Ordinance Abandoning Parcel 2
Exhibit J	Ordinance Abandoning Parcel 5

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EXECUTED this _____ day of _____, 2016.

CITY OF SACHSE, TEXAS

By: _____
Gina Nash, City Manager

Attest:

By: _____
Michelle Lewis Sirianni
City Secretary

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(10-6-2016/80136)

EXECUTED this _____ day of _____, 2016.

**BR-ARCHCO DOMAIN PHASE 1, LLC,
a Delaware limited liability company**

By: _____

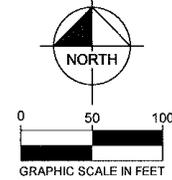
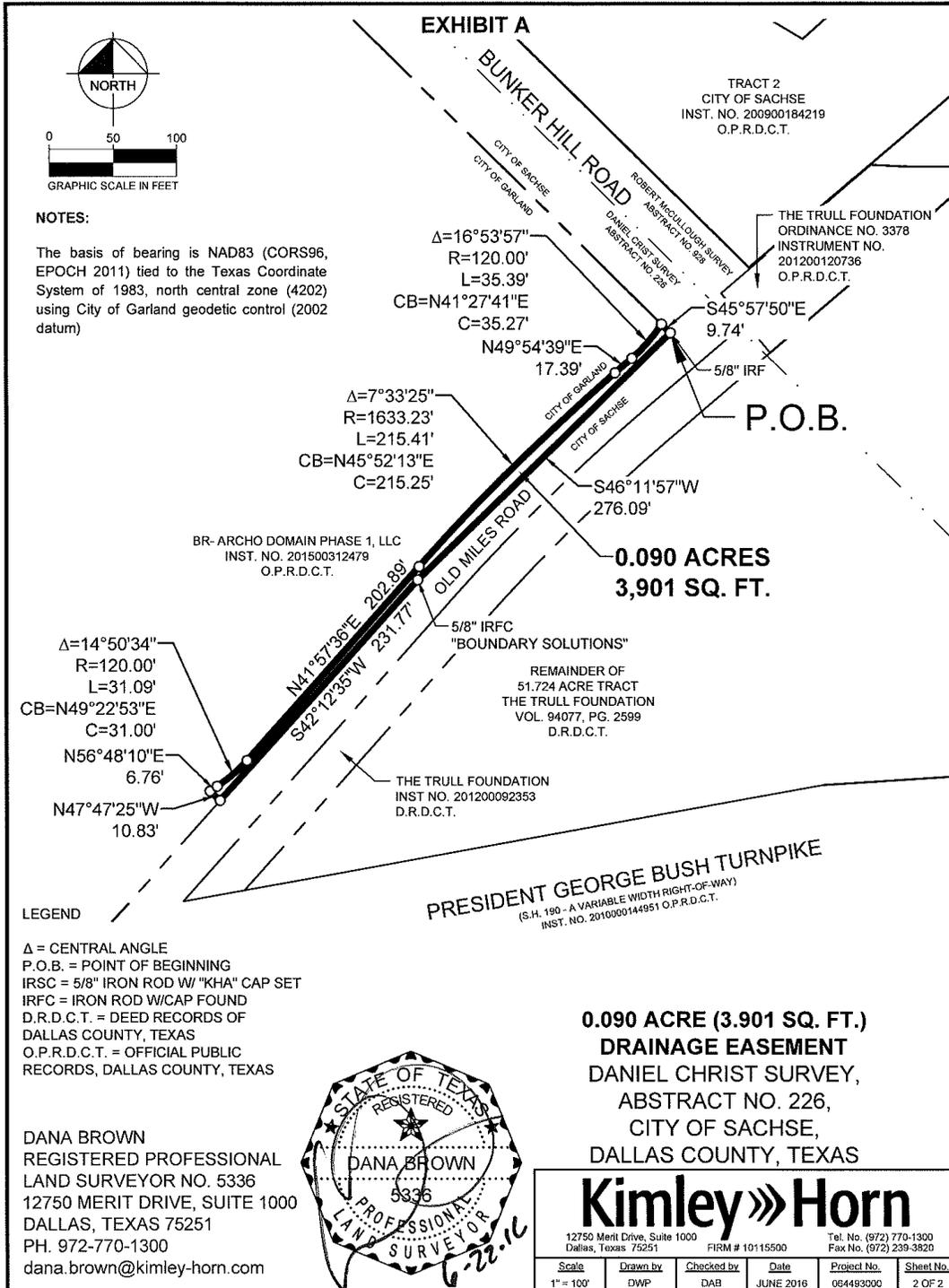
Name: _____

Title: _____

Exhibit A
Description of Parcel 1

<p>LEGAL DESCRIPTION 3,901 SQUARE FEET</p> <p>BEING a tract of land situated in the Daniel Christ Survey, Abstract No.226, City of Garland, Dallas County, Texas and being part of a tract of land described in Special Warranty Deed to BR- ARCHCO DOMAIN PHASE 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas, and being more particularly described as follows:</p> <p>BEGINNING at a 5/8-inch iron rod in concrete found at the intersection of the southwest line of Bunker Hill Road with the northwest line of Old Miles Road and being the northeast corner of said ARCHCO tract;</p> <p>THENCE with said northwest line, the following courses and distances, to wit:</p> <p style="padding-left: 40px;">South 46°11'57" West, a distance of 276.09 feet to a 5/8-inch iron rod with plastic cap stamped "BOUNDARY SOLUTIONS" found for corner; South 42°12'35" West, a distance of 231.77 feet to a point for corner;</p> <p>THENCE departing said northwest line, the following courses and distances, to wit:</p> <p style="padding-left: 40px;">North 47°47'25" West, a distance of 10.83 feet to a point for corner; North 56°48'10" East, a distance of 6.76 feet to a point at the beginning of a tangent curve to the left having a central angle of 14°50'34", a radius of 120.00 feet, a chord bearing and distance of North 49°22'53" East, 31.00 feet; In a northeasterly direction, with said curve to the left, an arc distance of 31.09 feet to a point for corner; North 41°57'36" East, a distance of 202.89 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°33'25", a radius of 1633.23 feet, a chord bearing and distance of North 45°52'13" East, 215.25 feet; In a northeasterly direction, with said curve to the right, an arc distance of 215.41 feet to a point for corner; North 49°54'39" East, a distance of 17.39 feet to a point at the beginning of a tangent curve to the left having a central angle of 16°53'57", a radius of 120.00 feet, a chord bearing and distance of North 41°27'41" East, 35.27 feet; In a northeasterly direction, with said curve to the left, an arc distance of 35.39 feet to a point for corner in the southwest line of said Bunker Hill Road;</p> <p>THENCE with said southwest line, South 45°57'50" East, a distance of 9.74 feet to the POINT OF BEGINNING and containing 3,901 square feet or 0.090 acres of land.</p> <p>The basis of bearing is NAD83 (CORS96, EPOCH 2011) tied to the Texas Coordinate System of 1983, north central zone (4202) using City of Garland geodetic control (2002 datum)</p>	<p>EXHIBIT A</p> <p>0.090 ACRE (3.901 SQ. FT.) DRAINAGE EASEMENT DANIEL CHRIST SURVEY, ABSTRACT NO. 226, CITY OF SACHSE, DALLAS COUNTY, TEXAS</p>																								
<p>DANA BROWN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5336 12750 MERIT DRIVE, SUITE 1000 DALLAS, TEXAS 75251 PH. 972-770-1300 dana.brown@kimley-horn.com</p>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="font-size: 24pt; font-weight: bold;">Kimley»Horn</td> <td colspan="2" style="font-size: 8pt;">12750 Merit Drive, Suite 1000 Dallas, Texas 75251</td> <td colspan="2" style="font-size: 8pt;">FIRM # 10115500</td> <td colspan="2" style="font-size: 8pt;">Tel. No. (972) 770-1300 Fax No. (972) 239-3820</td> </tr> <tr> <td style="font-size: 8pt;">Scale</td> <td style="font-size: 8pt;">Drawn by</td> <td style="font-size: 8pt;">Checked by</td> <td style="font-size: 8pt;">Date</td> <td style="font-size: 8pt;">Project No.</td> <td style="font-size: 8pt;">Sheet No.</td> <td colspan="2"></td> </tr> <tr> <td style="font-size: 8pt;">N/A</td> <td style="font-size: 8pt;">DWP</td> <td style="font-size: 8pt;">DAB</td> <td style="font-size: 8pt;">JUNE 2016</td> <td style="font-size: 8pt;">064493000</td> <td style="font-size: 8pt;">1 OF 2</td> <td colspan="2"></td> </tr> </table>		Kimley»Horn		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820		Scale	Drawn by	Checked by	Date	Project No.	Sheet No.			N/A	DWP	DAB	JUNE 2016	064493000	1 OF 2		
Kimley»Horn		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820																			
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NOTES:

The basis of bearing is NAD83 (CORS96, EPOCH 2011) tied to the Texas Coordinate System of 1983, north central zone (4202) using City of Garland geodetic control (2002 datum)

$\Delta=14^{\circ}50'34''$
 $R=120.00'$
 $L=31.09'$
 $CB=N49^{\circ}22'53''E$
 $C=31.00'$
 $N56^{\circ}48'10''E$
 $6.76'$
 $N47^{\circ}47'25''W$
 $10.83'$

$\Delta=7^{\circ}33'25''$
 $R=1633.23'$
 $L=215.41'$
 $CB=N45^{\circ}52'13''E$
 $C=215.25'$

$\Delta=16^{\circ}53'57''$
 $R=120.00'$
 $L=35.39'$
 $CB=N41^{\circ}27'41''E$
 $C=35.27'$

$N49^{\circ}54'39''E$
 $17.39'$

$S45^{\circ}57'50''E$
 $9.74'$

$S46^{\circ}11'57''W$
 $276.09'$

0.090 ACRES
3,901 SQ. FT.

LEGEND

Δ = CENTRAL ANGLE
 P.O.B. = POINT OF BEGINNING
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
 IRFC = IRON ROD W/CAP FOUND
 D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 dana.brown@kimley-horn.com



0.090 ACRE (3,901 SQ. FT.)
DRAINAGE EASEMENT
 DANIEL CHRIST SURVEY,
 ABSTRACT NO. 226,
 CITY OF SACHSE,
 DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DWP	DAB	JUNE 2016	064493000	2 OF 2

Exhibit B
Description of Parcel 2

LEGAL DESCRIPTION

19,167 Square Feet

BEING a tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey, Abstract No. 928, City of Sachse, Dallas County, Texas, and being a portion of Old Miles Road and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod in concrete found at the intersection of the southwest line of said Bunker Hill Road with the northwest line of said Old Miles Road and being the most easterly northeast corner of a tract of land described in Special Warranty Deed to BR - Archco Domain Phase 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas

THENCE departing said southwest line, North 52°23'58" East, a distance of 50.12 feet to a point for corner for the west corner of a tract of land described in Ordinance No. 3378 as Exhibit "B" to The Trull Foundation, recorded in Instrument No. 201200120736, Official Public Records, Dallas County, Texas;

THENCE with the Southwest line of said Exhibit "B", South 40°03'05" East, a distance of 30.00 to the north corner of a 0.420 acre tract of land described in Deed Without Warranty to The Trull Foundation, recorded in Instrument No. 201200093253, Official Public Records, Dallas County, Texas;

THENCE with the northwest line of said 0.420 acre tract, the following courses and distances, to wit:

South 49°56'55" West, a distance of 103.24 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 8°05'07", a radius of 1492.00 feet, a chord bearing and distance of South 45°59'50" West, 210.37 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 210.54 feet to a point for corner;

South 41°59'52" West, a distance of 318.22 feet to a point for corner in the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable width right-of-way) from which a 3-1/4" aluminum TxDot monument bears North 79°45'40" East, a distance of 48.99 feet;

THENCE with said north right-of-way line, South 79°45'40" West, a distance of 51.16 feet to a point for corner in the southeast line of said BR-Archo tract;

THENCE with said southeast line, the following courses and distances, to wit:

North 42°12'35" East, a distance of 350.28 feet to a 5/8-inch iron rod with plastic cap stamped "BOUNDARY SOLUTIONS";

North 46°11'57" East, a distance of 276.09 feet to the **POINT OF BEGINNING** and containing 19,167 square feet or 0.440 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DRAINAGE EASEMENT
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226
ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

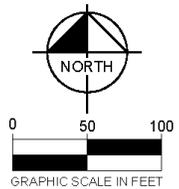
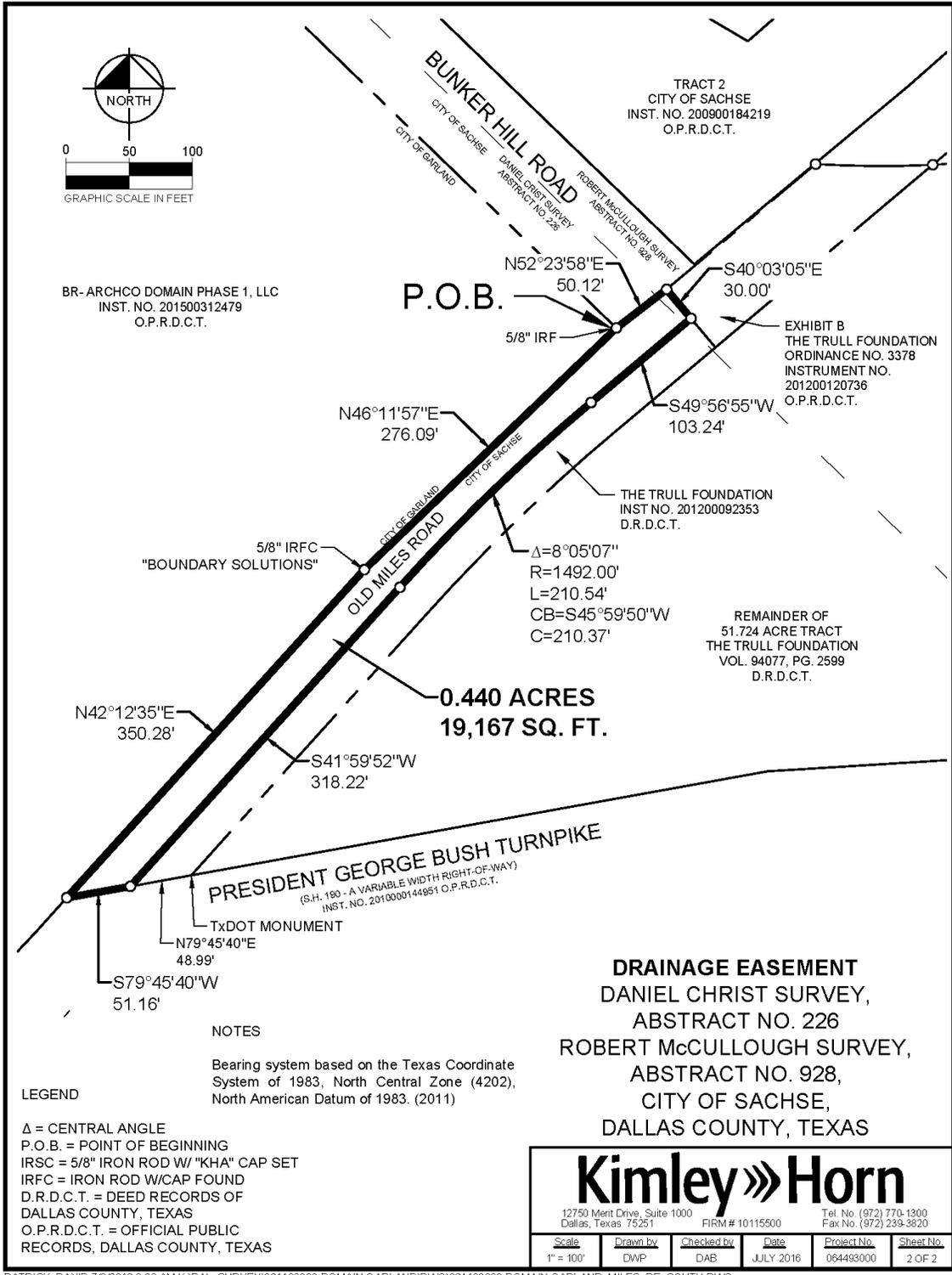
PRELIMINARY

THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

Kimley»Horn		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
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BR- ARCHCO DOMAIN PHASE 1, LLC
INST. NO. 201500312479
O.P.R.D.C.T.

TRACT 2
CITY OF SACHSE
INST. NO. 200900184219
O.P.R.D.C.T.

P.O.B.

EXHIBIT B
THE TRULL FOUNDATION
ORDINANCE NO. 3378
INSTRUMENT NO.
201200120736
O.P.R.D.C.T.

THE TRULL FOUNDATION
INST. NO. 201200092353
D.R.D.C.T.

REMAINDER OF
51.724 ACRE TRACT
THE TRULL FOUNDATION
VOL. 94077, PG. 2599
D.R.D.C.T.

0.440 ACRES
19,167 SQ. FT.

PRESIDENT GEORGE BUSH TURNPIKE
(S.H. 190 - A VARIABLE WIDTH RIGHT-OF-WAY)
INST. NO. 2010000144651 O.P.R.D.C.T.

DRAINAGE EASEMENT
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226
ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

LEGEND

- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
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- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

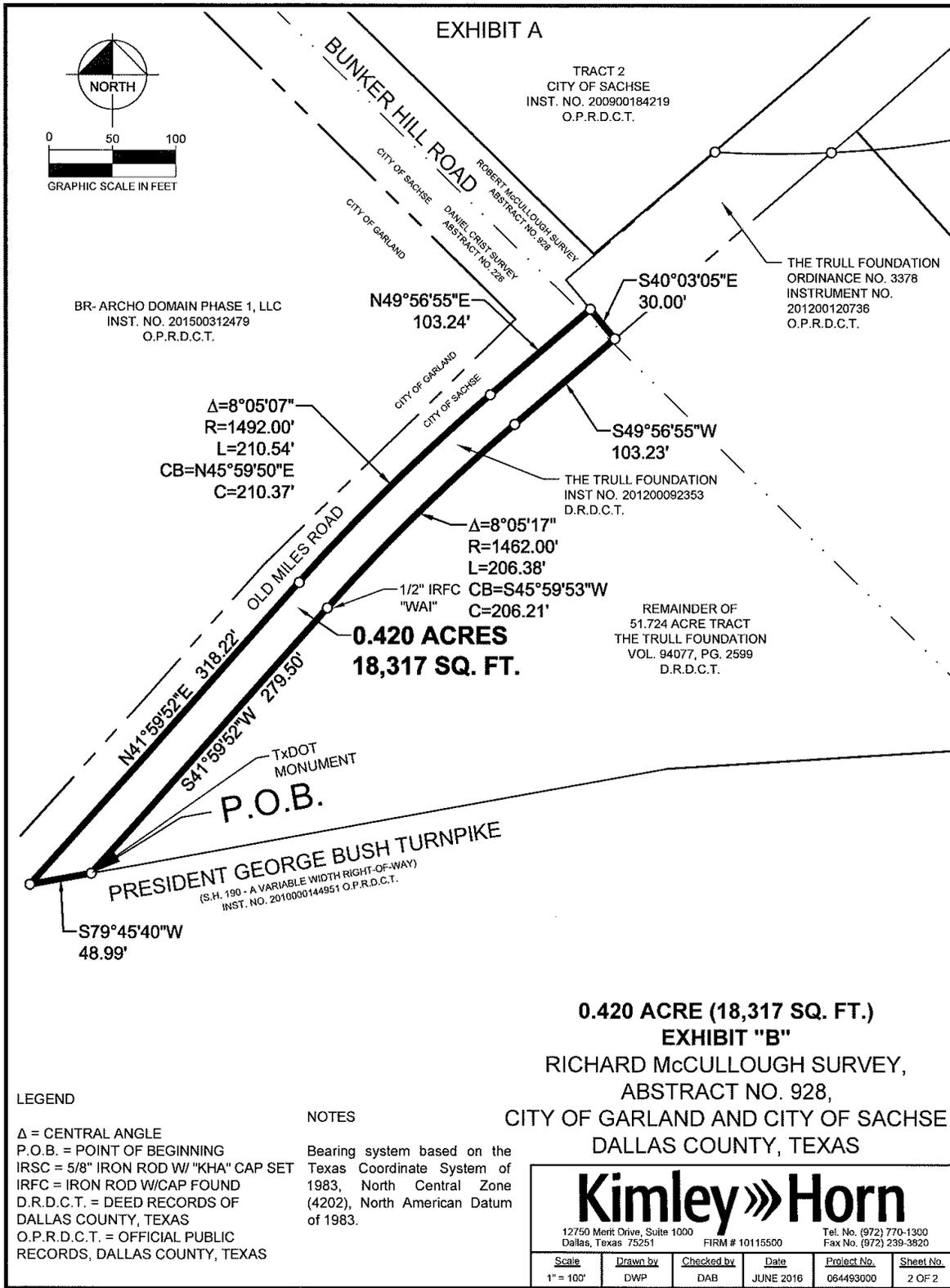
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DVP	DAB	JULY 2016	064493000	2 OF 2

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Exhibit C
Description of Parcel 3

<p>LEGAL DESCRIPTION 18,317 Square Feet</p> <p>BEING a tract of land situated in the Robert McCullough Survey, Abstract No.928 and the Daniel Christ Survey, Abstract No. 226, City of Sachse, Dallas County, Texas and being all of a 0.420 acre tract of land described as Exhibit "A" to The Trull Foundation recorded in Instrument No. 201200092353, Official Public Records, Dallas County, Texas, and being more particularly described as follows:</p> <p>BEGINNING at a point in the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable width right-of-way) and being the northwest corner of a tract of land described Agreed Final Judgement to North Texas Tollway Authority recorded in Instrument No. 201000144951, Official Public Records, Dallas County, Texas; and being the southeast corner of said 0.420 acre tract, and being in the west line of a 51.724 acre tract of land described in Warranty Deed to The Trull Foundation, recorded in Volume 94077, Page 2599, Deed Records, Dallas County, Texas;</p> <p>THENCE with said north right-of-way line, South 79°45'40" West, a distance of 48.99 feet to a point for corner for the southwest corner of said 0.420 acre Trull tract;</p> <p>THENCE departing said north right-of-way line and with the northwest line of said 0.420 acre Trull tract, the following courses and distances, to wit:</p> <p style="padding-left: 20px;">North 41°59'52" East, a distance of 318.22 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 8°05'07", a radius of 1492.00 feet, a chord bearing and distance of North 45°59'50" East, 210.37 feet;</p> <p style="padding-left: 20px;">In a northeasterly direction, with said curve to the right, an arc distance of 210.54 feet to a point for corner;</p> <p style="padding-left: 20px;">North 49°56'55" East, a distance of 103.24 feet to a point for corner for the north corner of said 0.420 acre Trull tract, and being in the south line of a tract of land described in City of Sachse Ordinance No. 3378 to the Trull Foundation, recorded in Instrument No. 201200120736, Official Public Records, Dallas County, Texas;</p> <p>THENCE with the northeast line of said 0.420 acre Trull tract, South 40°03'05" East, a distance of 30.00 feet to a point for corner for the northeast corner of said 0.420 acre Trull tract and being in the west line of said 51.724 acre tract;</p> <p>THENCE with the southeast line of said 0.420, the following courses and distances, to wit:</p> <p style="padding-left: 20px;">South 49°56'55" West, a distance of 103.23 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 8°05'17", a radius of 1462.00 feet, a chord bearing and distance of South 45°59'53" West, 206.21 feet;</p> <p style="padding-left: 20px;">In a southwesterly direction, with said curve to the left, an arc distance of 206.38 feet to a point for corner;</p> <p style="padding-left: 20px;">South 41°59'52" West, a distance of 279.50 feet to the POINT OF BEGINNING and containing 18,317 square feet or 0.420 acres of land.</p> <p>Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.</p>	<p>EXHIBIT B</p> <p>0.420 ACRE (18,317 SQ. FT.) EXHIBIT "B" DANIEL CHRIST SURVEY, ABSTRACT NO. 226 ROBERT McCULLOUGH SURVEY, ABSTRACT NO. 928, CITY OF SACHSE, DALLAS COUNTY, TEXAS</p>																		
<p>This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Kimley»Horn</td> </tr> <tr> <td style="font-size: small;">12750 Merit Drive, Suite 1000 Dallas, Texas 75251</td> <td style="font-size: small;">FIRM # 10115500</td> </tr> <tr> <td style="font-size: small;">Tel. No. (972) 770-1300</td> <td style="font-size: small;">Fax No. (972) 239-3820</td> </tr> <tr> <td style="font-size: x-small;">Scale</td> <td style="font-size: x-small;">Drawn by</td> </tr> <tr> <td style="font-size: x-small;">N/A</td> <td style="font-size: x-small;">DWP</td> </tr> <tr> <td style="font-size: x-small;">Checked by</td> <td style="font-size: x-small;">Date</td> </tr> <tr> <td style="font-size: x-small;">DAB</td> <td style="font-size: x-small;">JUNE 2016</td> </tr> <tr> <td style="font-size: x-small;">Project No.</td> <td style="font-size: x-small;">Sheet No.</td> </tr> <tr> <td style="font-size: x-small;">064493000</td> <td style="font-size: x-small;">1 OF 2</td> </tr> </table>	Kimley»Horn		12750 Merit Drive, Suite 1000 Dallas, Texas 75251	FIRM # 10115500	Tel. No. (972) 770-1300	Fax No. (972) 239-3820	Scale	Drawn by	N/A	DWP	Checked by	Date	DAB	JUNE 2016	Project No.	Sheet No.	064493000	1 OF 2
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12750 Merit Drive, Suite 1000 Dallas, Texas 75251	FIRM # 10115500																		
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Exhibit D
Description of Parcel 4

LEGAL DESCRIPTION

7,227 SQUARE FEET

BEING a tract of land situated in the Daniel Christ Survey, Abstract No. 226, City of Sachse, Dallas County, Texas and being part of a 51.724 acre tract of land described in Warranty Deed to The Trull Foundation, recorded in Volume 94077, Page 2599, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 3-1/4-inch aluminum TxDOT monument found in the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable width right-of-way) and being the northwest corner of a tract of land described Agreed Final Judgement to North Texas Tollway Authority recorded in Instrument No. 201000144951, Official Public Records, Dallas County, Texas; and being the southeast corner of a 0.420 acre tract of land described in Deed Without Warranty to The Trull Foundation, recorded in Instrument No. 201200093253, Official Public Records, Dallas County, Texas;

THENCE departing said north right-of-way line and with the southeast line of said 0.420 acre tract, the following courses and distances, to wit:

North 41°59'52" East, a distance of 279.50 feet to a 1/2-inch iron rod with plastic cap stamped "WAI" found at the beginning of a non-tangent curve to the right having a central angle of 8°05'17", a radius of 1462.00 feet, a chord bearing and distance of North 45°59'53" East, 206.21 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 206.38 feet to a point for corner;
North 49°56'55" East, a distance of 89.09 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 21°01'52", a radius of 200.00 feet, a chord bearing and distance of South 39°23'43" West, 73.00 feet;

THENCE departing said southeast line, the following courses and distances, to wit:

In a southwesterly direction, with said curve to the right, an arc distance of 73.41 feet to a point for corner;
South 49°54'39" West, a distance of 17.20 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 7°32'49", a radius of 1553.23 feet, a chord bearing and distance of South 45°52'07" West, 204.44 feet;
In a southwesterly direction, with said curve to the left, an arc distance of 204.59 feet to a point for corner;
South 41°57'36" West, a distance of 202.79 feet to a point for corner at the beginning of a tangent curve to the right having a central angle of 14°50'34", a radius of 200.00 feet, a chord bearing and distance of South 49°22'53" West, 51.67 feet;
In a southwesterly direction, with said curve to the right, an arc distance of 51.81 feet to a point for corner;
South 58°05'19" West, a distance of 26.51 feet to the **POINT OF BEGINNING** and containing 7,227 square feet or 0.166 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DRAINAGE EASEMENT
0.166 ACRE (7,227 SQ. FT.)
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com



Kimley»Horn		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
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Exhibit E
Description of Parcel 5

LEGAL DESCRIPTION

24,219 SQUARE FEET

BEING a tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey, Abstract No. 928, City of Sachse, Dallas County, Texas, and being part of a tract of land described as Tract 2 in Special Warranty Deed to the City of Sachse, recorded in Instrument No. 200900184219, Official Public Records, Dallas County, Texas, and being a portion of Bunker Hill Road, being a portion of Old Miles Road and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod in concrete found at the intersection of the southwest line of said Bunker Hill Road with the northwest line of said Old Miles Road and being the most easterly northeast corner of a tract of land described in Special Warranty Deed to BR - Archco Domain Phase 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas;

THENCE with said southwest line, North 45°57'50" West, a distance of 9.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the **POINT OF BEGINNING**;

THENCE continuing with said southwest line, North 45°57'50" West, a distance of 486.87 feet to a 1/2-inch iron rod with plastic cap found at the beginning of a non-tangent curve to the left having a central angle of 32°04'45", a radius of 845.00 feet, a chord bearing and distance of South 64°02'00" East, 466.95 feet;

THENCE departing said southwest line, the following courses and distances, to wit:

In a southeasterly direction, with said curve to the left, an arc distance of 473.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 31°55'00", a radius of 200.00 feet, a chord bearing and distance of South 29°10'20" West, 109.98 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 111.41 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 19°47'52", a radius of 120.00 feet, a chord bearing and distance of South 23°06'46" West, 41.26 feet;

In a southwesterly direction with said curve to the right, an arc distance of 41.46 feet to the **POINT OF BEGINNING** and containing 24,219 square feet or 0.556 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

24,219 SQUARE FEET (0.556 ACRES)
RIGHT-OF-WAY ABANDONMENT
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226,
ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

PRELIMINARY

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

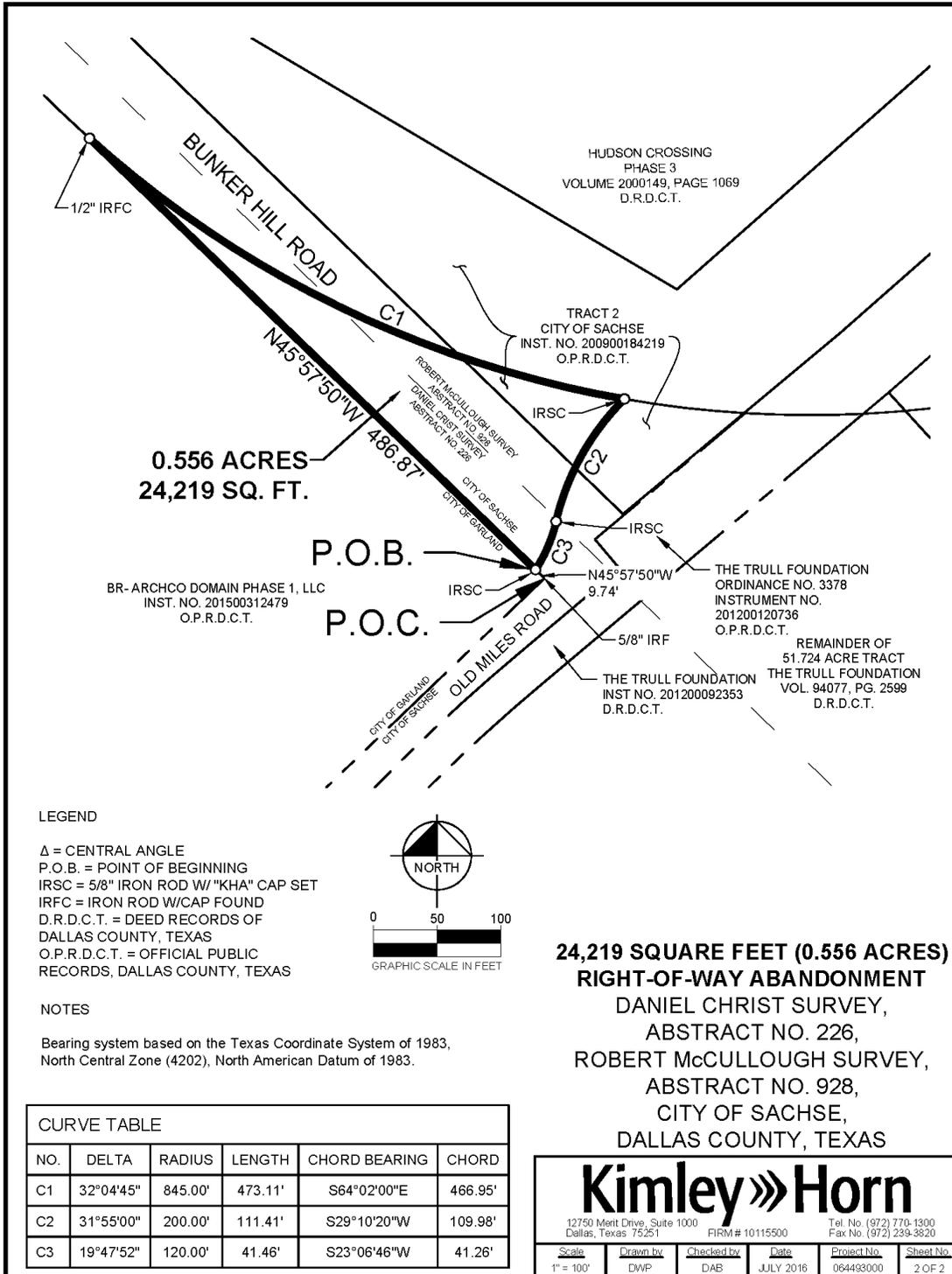
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12750 Merit Drive, Suite 1000 FIRM# 10115500 Tel. No. (972) 770-1300
Dallas, Texas 75251 Fax No. (972) 239-8820

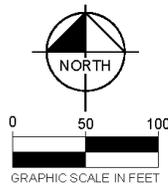
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LEGEND

- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS



NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	32°04'45"	845.00'	473.11'	S64°02'00"E	466.95'
C2	31°55'00"	200.00'	111.41'	S29°10'20"W	109.98'
C3	19°47'52"	120.00'	41.46'	S23°06'46"W	41.26'

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Exhibit F
Description of Parcel 6

LEGAL DESCRIPTION

8,559 SQUARE FEET

BEING a tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey, Abstract No. 928, City of Sachse, Dallas County, Texas, and being part of a tract of land described as Tract 2 in Special Warranty Deed to the City of Sachse, recorded in Instrument No. 200900184219, Official Public Records, Dallas County, Texas, and being a portion of Bunker Hill Road, being a portion of Old Miles Road and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod in concrete found at the intersection of the southwest line of said Bunker Hill Road with the northwest line of said Old Miles Road and being the most easterly northeast corner of a tract of land described in Special Warranty Deed to BR - Archco Domain Phase 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas;

THENCE with said southwest line, North 45°57'50" West, a distance of 9.74 feet to a point for corner, from which a 1/2-inch iron rod found bears North, 45°57'50" West, a distance of 486.87 feet, and being the beginning of a non-tangent curve to the left having a central angle of 19°47'52", a radius of 120.00 feet, a chord bearing and distance of North 23°06'46" East, 41.26 feet;

THENCE departing said southwest line, the following courses and distances, to wit:

In a northeasterly direction, with said curve to the left, an arc distance of 41.46 feet to a point for corner at the beginning of a reverse curve to the right having a central angle of 31°55'00", a radius of 200.00 feet, a chord bearing and distance of North 29°10'20" East, 109.98 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 111.41 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 6°28'17", a radius of 845.00 feet, a chord bearing and distance of South 83°18'31" East, 95.39 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 95.44 feet to a point for the north corner of a tract of land described in Ordinance No. 3378 as Exhibit "B" to The Trull Foundation, recorded in Instrument No. 201200120736, Official Public Records, Dallas County, Texas;

THENCE with the northwest line of said Exhibit "B", South 49°56'55" West, a distance of 153.92 feet to a point for the west corner of said Exhibit "B";

THENCE departing the southwest line of said Exhibit "B", South 52°23'58" West, a distance of 50.12 feet to the **POINT OF BEGINNING** and containing 8,559 square feet or 0.196 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DRAINAGE EASEMENT
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226,
ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

PRELIMINARY

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

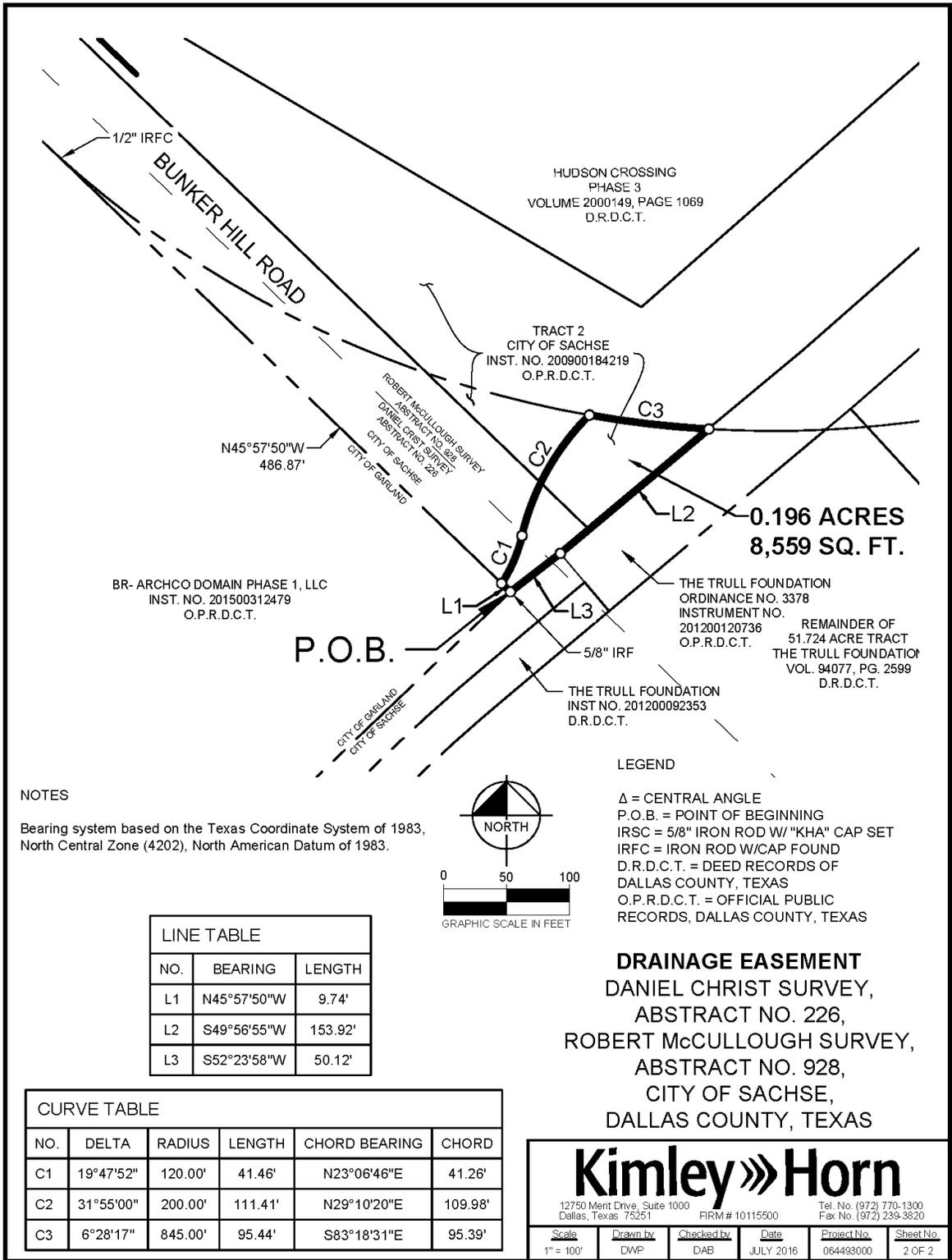
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12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM# 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

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BR- ARCHCO DOMAIN PHASE 1, LLC
 INST. NO. 201500312479
 O.P.R.D.C.T.

HUDSON CROSSING
 PHASE 3
 VOLUME 2000149, PAGE 1069
 D.R.D.C.T.

TRACT 2
 CITY OF SACHSE
 INST. NO. 200900184219
 O.P.R.D.C.T.

N45°57'50"W
 486.87'

0.196 ACRES
8,559 SQ. FT.

THE TRULL FOUNDATION
 ORDINANCE NO. 3378
 INSTRUMENT NO.
 201200120736
 O.P.R.D.C.T.

REMAINDER OF
 51.724 ACRE TRACT
 THE TRULL FOUNDATION
 VOL. 94077, PG. 2599
 D.R.D.C.T.

THE TRULL FOUNDATION
 INST. NO. 201200092353
 D.R.D.C.T.

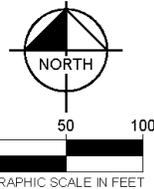
P.O.B.

NOTES

Bearing system based on the Texas Coordinate System of 1983,
 North Central Zone (4202), North American Datum of 1983.

LEGEND

- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS



LINE TABLE		
NO.	BEARING	LENGTH
L1	N45°57'50"W	9.74'
L2	S49°56'55"W	153.92'
L3	S52°23'58"W	50.12'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	19°47'52"	120.00'	41.46'	N23°06'46"E	41.26'
C2	31°55'00"	200.00'	111.41'	N29°10'20"E	109.98'
C3	6°28'17"	845.00'	95.44'	S83°18'31"E	95.39'

DRAINAGE EASEMENT
 DANIEL CHRIST SURVEY,
 ABSTRACT NO. 226,
 ROBERT McCULLOUGH SURVEY,
 ABSTRACT NO. 928,
 CITY OF SACHSE,
 DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM# 101115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3620

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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Exhibit G
Description of Parcel 7

LEGAL DESCRIPTION

EXHIBIT A

11,275 Square Feet

BEING a tract of land situated in the Robert McCullough Survey, Abstract No.928, City of Sachse, Dallas County, Texas and being all of a tract of land described in City of Sachse Ordinance No. 3378 as Exhibit "B", to The Trull Foundation and recorded in Instrument No. 201200120736, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a point in the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable width right-of-way) and being the northwest corner of a tract of land described in the Agreed Final Judgement to North Texas Tollway Authority recorded in Instrument No. 201000144951, Official Public Records, Dallas County, Texas; and being the southeast corner of a tract of land described in Deed Without Warranty to The Trull Foundation, recorded in Instrument No. 201200093253, Official Public Records, Dallas County, Texas, and being in the west line of a 51.724 acre tract of land described in Warranty Deed to The Trull Foundation, recorded in Volume 94077, Page 2599, Deed Records, Dallas County, Texas;

THENCE departing said north right-of-way line and with the east line of said Trull tract, the following courses and distances, to wit:

North 41°59'52" East a distance of 279.50 feet, to a point for the beginning of a non-tangent curve to the right having a central angle of 8°05'17", a radius of 1462.00 feet, a chord bearing and distance of North 45°59'53" East, 206.21 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 206.38 feet to a point for corner; North 49°56'55" East, a distance of 103.23 feet the south corner of said Exhibit "B" and being the **POINT OF BEGINNING**;

THENCE with the southwest line of said "Exhibit B" North 40°03'05" West, a distance of 60.00 feet to a point for corner;

THENCE with the northwest line of said "Exhibit B", North 49°56'55" East, a distance of 153.92 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 6°17'05", a radius of 845.00 feet, a chord bearing and distance of South 89°41'12" East, 92.64 feet;

THENCE with the north line of said Exhibit B" and in a southeasterly direction, with said curve to the left, an arc distance of 92.69 feet to a point for corner in the west line of said 51.724 acre tract;

THENCE with the southeast line of said "Exhibit B", South 49°56'55" West, a distance of 224.51 feet to the **POINT OF BEGINNING** and containing 11,275 square feet or 0.259 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

0.259 ACRE (11,275 SQ. FT.)

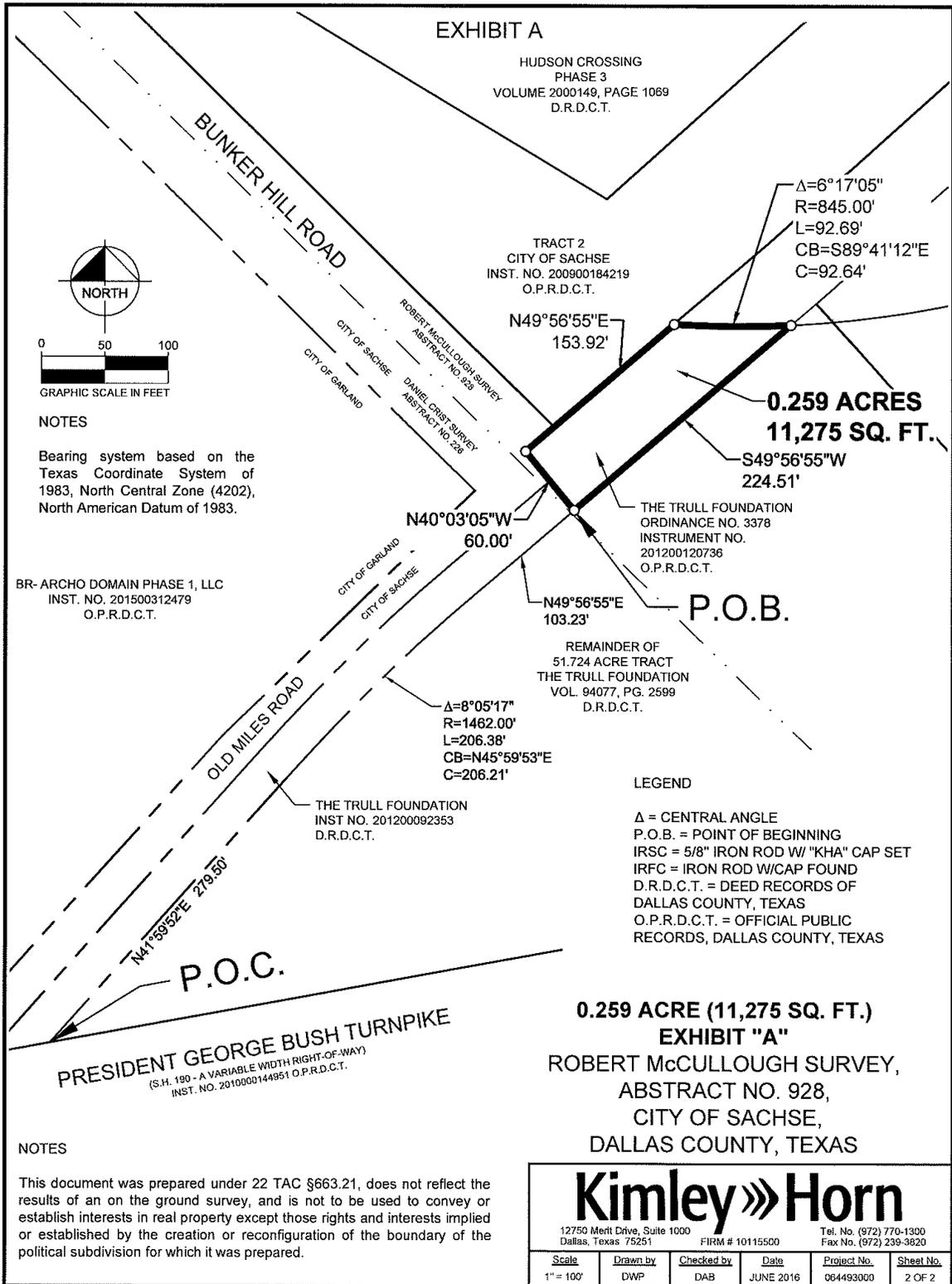
EXHIBIT "A"

**ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS**

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Kimley»Horn		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale N/A	Drawn by DWP	Checked by DAB	Date JUNE 2016	Project No. 064493000	Sheet No. 1 OF 2

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Exhibit H
Description of BR-ArchCo Development Tract

LEGAL DESCRIPTION

BEING a tract of land situated in the Daniel Christ Survey, Abstract No.226, City of Garland, Dallas County, Texas and being all of a tract of land described in Special Warranty Deed to BR-ARCHCO DOMAIN PHASE 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod in concrete found at the intersection of the southwest right-of-way line of Bunker Hill Road (a variable width right-of-way) with the northwest right-of-way line of Old Miles Road (a variable width right-of-way);

THENCE with said northwest right-of-way line, the following courses and distances, to wit:

South 46°11'57" West, a distance of 276.09 feet to a 5/8-inch iron rod with red plastic cap stamped "BOUNDARY SOLUTIONS" found for corner;

South 42°12'35" West, a distance of 385.91 feet to a 5/8-inch iron rod with red plastic cap stamped "BOUNDARY SOLUTIONS" found at the beginning of a non-tangent curve to the left having a central angle of 18°57'46", a radius of 530.00 feet, a chord bearing and distance of South 34°50'33" West, 174.61 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 175.41 feet to a 1/2-inch iron rod with red plastic cap stamped "DALTEC" found at the intersection of said northwest right-of-way line, with the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable with right-of-way);

THENCE with said north right-of-way line the following courses and distances, to wit:

South 79°44'25" West, a distance of 445.23 feet to a 1/2-inch iron rod with yellow plastic cap stamped "DAA" found for corner;

North 10°15'36" West, a distance of 15.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "DAA" found for corner;

South 79°44'14" West, a distance of 590.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "DAA" found for corner;

South 10°15'47" East, a distance of 15.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "DAA" found for corner;

South 79°43'52" West, a distance of 213.62 feet to a 5/8-inch iron rod with 3-1/4" Aluminum Cap stamped "DOMAIN ADDITION" set the southeast corner of a tract of land described in Special Warranty Deed to Carol Swanzy and Charlotte Householter, recorded in Volume 2004190, Page 14254, Deed Records, Dallas County, Texas;

THENCE departing said north right-of-way line and with the east line of said Swanzy tract, North 43°18'50" East, a distance of 279.94 feet to a 5/8-inch iron rod found for the northeast corner of said Swanzy tract;

THENCE with the north line of said Swanzy tract, North 32°11'10" West, a distance of 148.78 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the northwest corner of said Swanzy tract;

THENCE with the west line of said Swanzy tract, South 43°18'11" West, a distance of 486.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set in the north right-of-way line of said George Bush Turnpike;

THENCE with said north right-of-way line, South 80°03'57" West, a distance of 66.03 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the west corner of said BR - ARCHCO tract;

THENCE departing said north right-of-way line and with the northwest line of said BR - ARCHCO tract, North 42°12'48" East, a distance of 2067.01 feet to an "X" cut in concrete found in the southwest right-of-way line of said Bunker Hill Road and being the beginning of a non-tangent curve to the right having a central angle of 6°36'06", a radius of 755.00 feet, a chord bearing and distance of South 49°21'58" East, 86.94 feet;

THENCE with said southwest right-of-way line, the following courses and distances, tow wit:

In a southeasterly direction, with said curve to the right, an arc distance of 86.99 feet to a 1/2-inch iron rod with yellow plastic cap stamped "DAA" found for corner;

South 46°03'56" East, a distance of 333.56 feet to a 5/8-inch iron rod with 3-1/4" Aluminum Cap stamped "DOMAIN ADDITION" set at the beginning of a tangent curve to the left having a central angle of 1°55'43", a radius of 845.00 feet, a chord bearing and distance of South 47°01'46" East, 28.44 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 28.44 feet to a 1/2-inch iron rod with yellow plastic cap stamped "DAA" found for corner;

South 45°57'50" East, a distance of 496.61 feet to the **POINT OF BEGINNING** and containing 30.043 acres or 1,308,686 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Exhibit I
Form of Ordinance Abandoning Parcel 2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN THAT CERTAIN 0.440-ACRE TRACT OF LAND DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO; RESERVING A GENERAL UTILITY, DRAINAGE, AND ACCESS EASEMENT OVER SAID ABANDONED PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT AND CONVEYANCE OF THE ABANDONED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, acting pursuant to State law and upon request of the abutting property owner, BR-ARChCo Domain Phase 1, LLC ("Grantee"), deems it advisable to abandon and quitclaim the hereinafter described rights-of-way to Grantee, and is of the opinion and finds that said rights-of-way are not needed for public use and should be abandoned and quitclaimed to Grantee, subject to the reservations and conditions of this Ordinance; and

WHEREAS, the City Council previously abandoned and conveyed the other half of Old Miles Road right-of-way adjacent to the hereinafter described rights-of-way to the abutting property owner to the east, The Trull Foundation, pursuant to City of Sachse Ordinance No. 3378; and

WHEREAS, the abandonment and conveyance of the hereinafter described rights-of-way complies with the statutory requirement to sell right-of-way to abutting property owners in proportion to their abutting ownership in an equitable manner.

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

SECTION 1. Subject to the reservations set forth in Section 2 of this Ordinance, the City of Sachse, Texas, hereby abandons, vacates, and quitclaims in favor of the abutting property owner, BR-ArchCo Domain Phase 1, LLC, all of the City's right, title, and interest of the public in and to the portion of Old Miles Road, together with all improvements constructed on the surface thereof, described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

SECTION 2. The abandonment and vacation of the Property is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground, or otherwise owned by third parties. Furthermore, the City hereby reserves unto itself and public

utility companies the non-exclusive right at any time to lay, construct, maintain, repair, and remove telecommunication, electrical, water, gas, storm sewer, and sanitary sewer lines and appurtenances in, above, over, and underneath the Property for the benefit of the City and the authorized public utility companies, subject to BR-ArchCo's right to transfer and convey storm water from the BR-ArchCo's abutting property over the Property.

SECTION 3. The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to Grantee, and to record this Ordinance in the Official Public Records of Dallas County, Texas. The recording of this Ordinance in the Official Public Records of Dallas County, Texas shall serve as the quitclaim deed of the City of Sachse, Texas of all the right, title, or interest of the City of Sachse, Texas in and to the Property, subject to the limitations and reservations of this Ordinance.

SECTION 4. The City Manager is authorized to execute any documents necessary to complete the abandonment and conveyance of the Property contemplated herein.

SECTION 5. This Ordinance shall take effect upon the publication of the caption of this Ordinance as the law and Charter in such case provides.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the 3rd day of October, 2016.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joe Gorfida
City Attorney

Description of Parcel 2

LEGAL DESCRIPTION

19,167 Square Feet

BEING a tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey, Abstract No. 928, City of Sachse, Dallas County, Texas, and being a portion of Old Miles Road and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod in concrete found at the intersection of the southwest line of said Bunker Hill Road with the northwest line of said Old Miles Road and being the most easterly northeast corner of a tract of land described in Special Warranty Deed to BR - Archco Domain Phase 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas

THENCE departing said southwest line, North 52°23'58" East, a distance of 50.12 feet to a point for corner for the west corner of a tract of land described in Ordinance No. 3378 as Exhibit "B" to The Trull Foundation, recorded in Instrument No. 201200120736, Official Public Records, Dallas County, Texas;

THENCE with the Southwest line of said Exhibit "B", South 40°03'05" East, a distance of 30.00 to the north corner of a 0.420 acre tract of land described in Deed Without Warranty to The Trull Foundation, recorded in Instrument No. 201200093253, Official Public Records, Dallas County, Texas;

THENCE with the northwest line of said 0.420 acre tract, the following courses and distances, to wit:

South 49°56'55" West, a distance of 103.24 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 8°05'07", a radius of 1492.00 feet, a chord bearing and distance of South 45°59'50" West, 210.37 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 210.54 feet to a point for corner;

South 41°59'52" West, a distance of 318.22 feet to a point for corner in the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable width right-of-way) from which a 3-1/4" aluminum TxDot monument bears North 79°45'40" East, a distance of 48.99 feet;

THENCE with said north right-of-way line, South 79°45'40" West, a distance of 51.16 feet to a point for corner in the southeast line of said BR-Archo tract;

THENCE with said southeast line, the following courses and distances, to wit:

North 42°12'35" East, a distance of 350.28 feet to a 5/8-inch iron rod with plastic cap stamped "BOUNDARY SOLUTIONS";

North 46°11'57" East, a distance of 276.09 feet to the **POINT OF BEGINNING** and containing 19,167 square feet or 0.440 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DRAINAGE EASEMENT
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226
ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

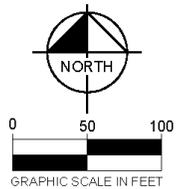
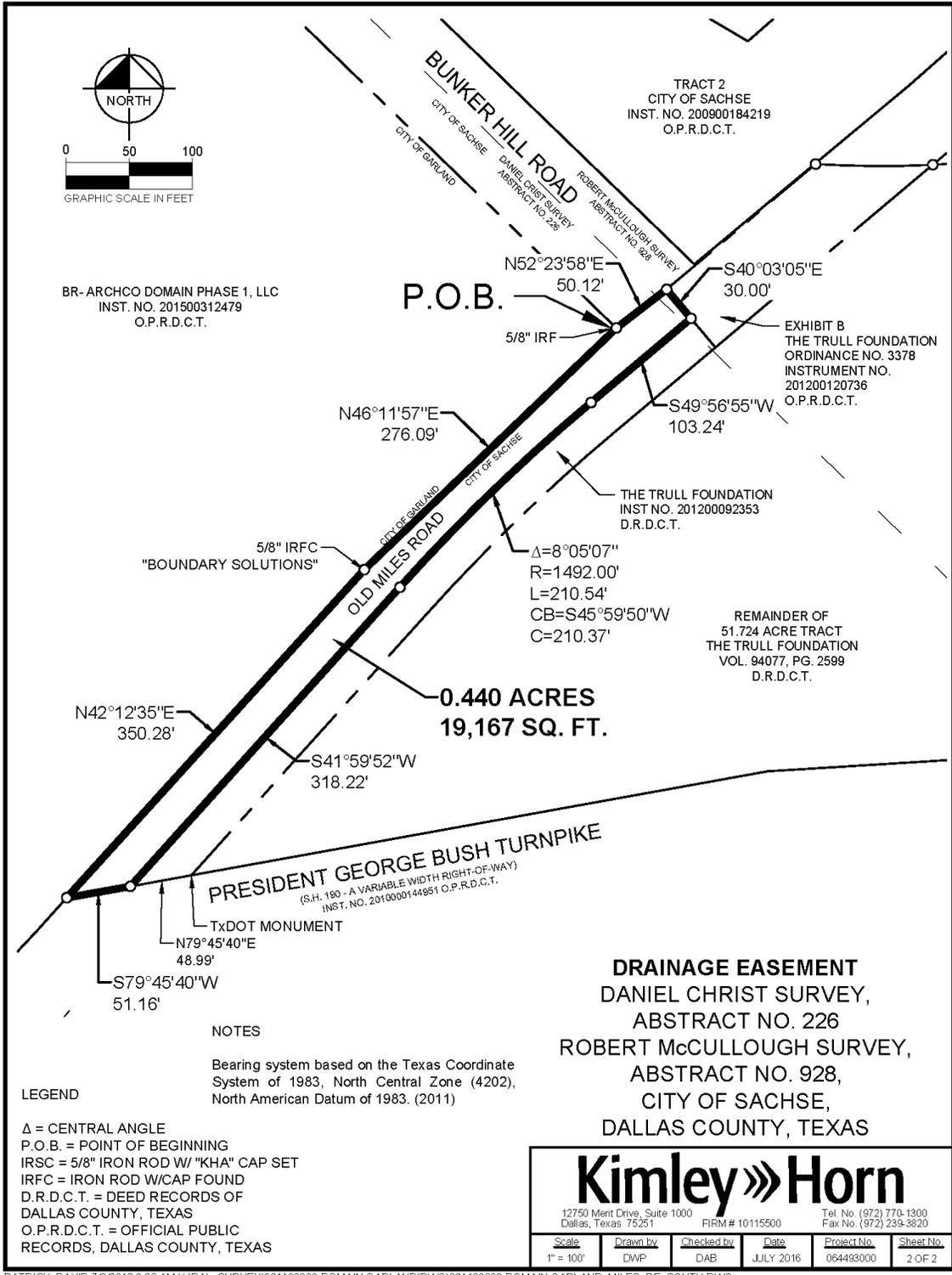
PRELIMINARY

THIS DOCUMENT SHALL
 NOT BE RECORDED FOR
 ANY PURPOSE AND
 SHALL NOT BE USED OR
 VIEWED OR RELIED
 UPON AS A FINAL
 SURVEY DOCUMENT

DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 dana.brown@kimley-horn.com

Kimley»Horn	
12750 Merit Drive, Suite 1000 Dallas, Texas 75251	FIRM # 10115500
Tel. No. (972) 770-1300 Fax No. (972) 239-8820	
Scale	Drawn by
N/A	DWP
Checked by	Date
DAB	JULY 2016
Project No.	Sheet No.
064493000	1 OF 2

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BR- ARCHCO DOMAIN PHASE 1, LLC
INST. NO. 201500312479
O.P.R.D.C.T.

TRACT 2
CITY OF SACHSE
INST. NO. 200900184219
O.P.R.D.C.T.

P.O.B.

EXHIBIT B
THE TRULL FOUNDATION
ORDINANCE NO. 3378
INSTRUMENT NO.
201200120736
O.P.R.D.C.T.

THE TRULL FOUNDATION
INST. NO. 201200092353
D.R.D.C.T.

REMAINDER OF
51.724 ACRE TRACT
THE TRULL FOUNDATION
VOL. 94077, PG. 2599
D.R.D.C.T.

0.440 ACRES
19,167 SQ. FT.

PRESIDENT GEORGE BUSH TURNPIKE
(S.H. 190 - A VARIABLE WIDTH RIGHT-OF-WAY)
INST. NO. 2010000144651 O.P.R.D.C.T.

DRAINAGE EASEMENT
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226
ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. (2011)

LEGEND

- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DVP	DAB	JULY 2016	064493000	2 OF 2

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Exhibit J
Form of Ordinance Abandoning Parcel 5

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN THAT CERTAIN 0.556-ACRE TRACT OF LAND DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO; RESERVING A GENERAL UTILITY, DRAINAGE, AND ACCESS EASEMENT OVER SAID ABANDONED PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT AND CONVEYANCE OF THE ABANDONED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, acting pursuant to State law and upon request of the abutting property owner, BR-ARchCo Domain Phase 1, LLC ("Grantee"), deems it advisable to abandon and quitclaim the hereinafter described right-of-way to Grantee, and is of the opinion and finds that said right-of-way is not needed for public use and should be abandoned and quitclaimed to Grantee, subject to the reservations and conditions of this Ordinance; and

WHEREAS, Grantee owns the property on one side of the right-of-way to be abandoned, and the City of Sachse owns the property on the other side and has no need for said right-of-way for public use.

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

SECTION 1. Subject to the reservations set forth in Section 2 of this Ordinance, the City of Sachse, Texas, hereby abandons, vacates, and quitclaims in favor of the abutting property owner, BR-ArchCo Domain Phase 1, LLC, all of the City's right, title, and interest of the public in and to right-of-way described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements constructed on the surface thereof (the "Property").

SECTION 2. The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to Grantee, and to record this Ordinance in the Official Public Records of Dallas County, Texas. The recording of this Ordinance in the Official Public Records of Dallas County, Texas shall serve as the quitclaim deed of the City of Sachse, Texas of all the right, title, or interest of the City of Sachse, Texas in and to the Property, subject to the limitations and reservations of this Ordinance.

SECTION 3. The City Manager is authorized to execute any documents necessary to complete the abandonment and conveyance of the Property contemplated herein.

SECTION 4. This Ordinance shall take effect upon the publication of the caption of this Ordinance as the law and Charter in such case provides.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the 3rd day of October, 2016.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joe Gorfida
City Attorney

Description of Parcel 5

LEGAL DESCRIPTION

24,219 SQUARE FEET

BEING a tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey, Abstract No. 928, City of Sachse, Dallas County, Texas, and being part of a tract of land described as Tract 2 in Special Warranty Deed to the City of Sachse, recorded in Instrument No. 200900184219, Official Public Records, Dallas County, Texas, and being a portion of Bunker Hill Road, being a portion of Old Miles Road and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod in concrete found at the intersection of the southwest line of said Bunker Hill Road with the northwest line of said Old Miles Road and being the most easterly northeast corner of a tract of land described in Special Warranty Deed to BR - Archco Domain Phase 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas;

THENCE with said southwest line, North 45°57'50" West, a distance of 9.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the **POINT OF BEGINNING**;

THENCE continuing with said southwest line, North 45°57'50" West, a distance of 486.87 feet to a 1/2-inch iron rod with plastic cap found at the beginning of a non-tangent curve to the left having a central angle of 32°04'45", a radius of 845.00 feet, a chord bearing and distance of South 64°02'00" East, 466.95 feet;

THENCE departing said southwest line, the following courses and distances, to wit:

In a southeasterly direction, with said curve to the left, an arc distance of 473.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 31°55'00", a radius of 200.00 feet, a chord bearing and distance of South 29°10'20" West, 109.98 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 111.41 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 19°47'52", a radius of 120.00 feet, a chord bearing and distance of South 23°06'46" West, 41.26 feet;

In a southwesterly direction with said curve to the right, an arc distance of 41.46 feet to the **POINT OF BEGINNING** and containing 24,219 square feet or 0.556 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

24,219 SQUARE FEET (0.556 ACRES)
RIGHT-OF-WAY ABANDONMENT
 DANIEL CHRIST SURVEY,
 ABSTRACT NO. 226,
 ROBERT McCULLOUGH SURVEY,
 ABSTRACT NO. 928,
 CITY OF SACHSE,
 DALLAS COUNTY, TEXAS

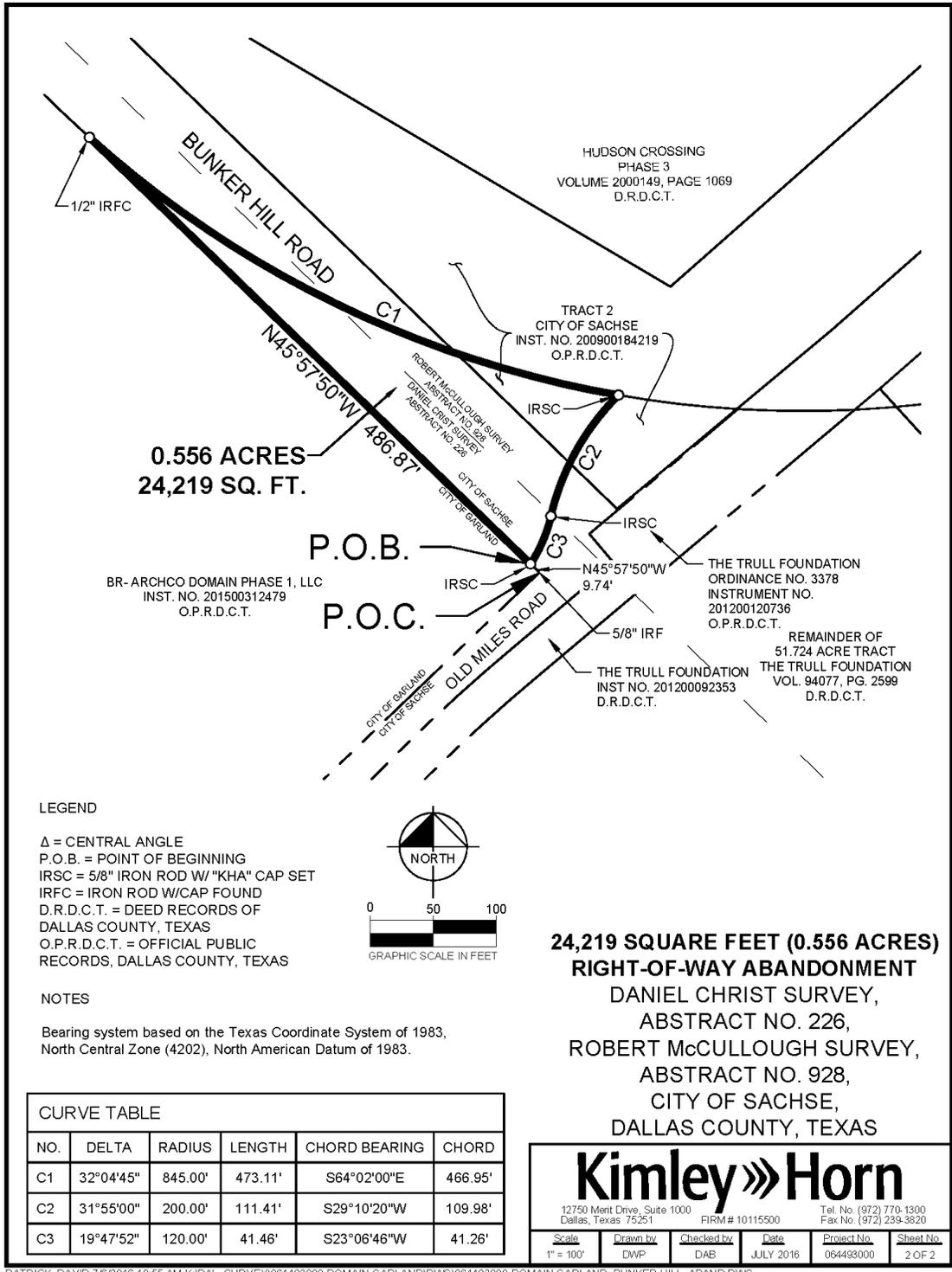
PRELIMINARY

DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 dana.brown@kimley-horn.com

THIS DOCUMENT SHALL
 NOT BE RECORDED FOR
 ANY PURPOSE AND
 SHALL NOT BE USED OR
 VIEWED OR RELIED
 UPON AS A FINAL
 SURVEY DOCUMENT

Kimley»Horn	
12750 Merit Drive, Suite 1000 Dallas, Texas 75251	FIRM# 10115500
Tel. No. (972) 770-1300 Fax No. (972) 239-8920	
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Checked by	Date
DAB	JULY 2016
Project No.	Sheet No.
064493000	1 OF 2

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HUDSON CROSSING
PHASE 3
VOLUME 2000149, PAGE 1069
D.R.D.C.T.

TRACT 2
CITY OF SACHSE
INST. NO. 200900184219
O.P.R.D.C.T.

0.556 ACRES
24,219 SQ. FT.

BR-ARCHCO DOMAIN PHASE 1, LLC
INST. NO. 201500312479
O.P.R.D.C.T.

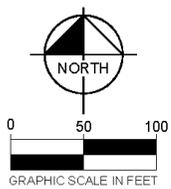
THE TRULL FOUNDATION
ORDINANCE NO. 3378
INSTRUMENT NO.
201200120736
O.P.R.D.C.T.

REMAINDER OF
51.724 ACRE TRACT
THE TRULL FOUNDATION
VOL. 94077, PG. 2599
D.R.D.C.T.

THE TRULL FOUNDATION
INST. NO. 201200092353
D.R.D.C.T.

LEGEND

- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
- D. R. D. C. T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
- O. P. R. D. C. T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS



NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

24,219 SQUARE FEET (0.556 ACRES)
RIGHT-OF-WAY ABANDONMENT
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226,
ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	32°04'45"	845.00'	473.11'	S64°02'00"E	466.95'
C2	31°55'00"	200.00'	111.41'	S29°10'20"W	109.98'
C3	19°47'52"	120.00'	41.46'	S23°06'46"W	41.26'

Kimley»Horn

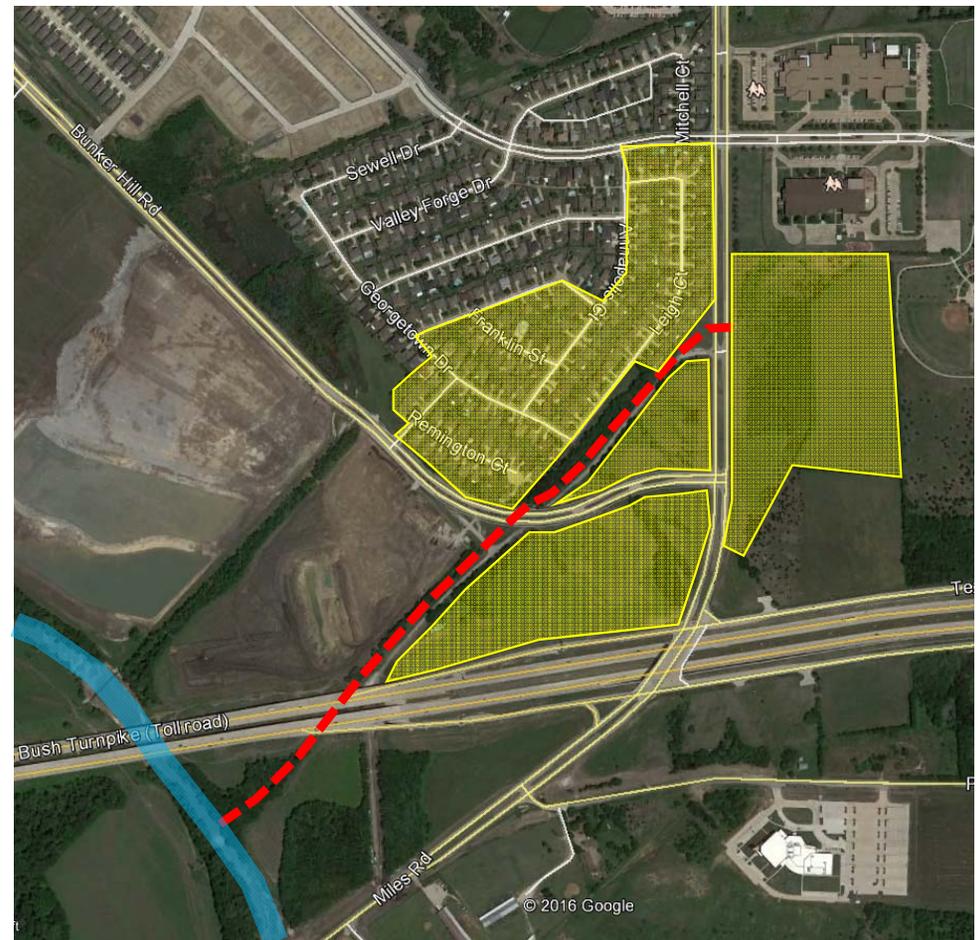
12750 Merit Drive, Suite 1000
Dallas, Texas 75251 FIRM# 10115500 Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	DWP	DAB	JULY 2016	064493000	2 OF 2

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Existing Drainage System

- There is an existing drainage way in the Old Miles Road Right-of-way from Miles Road to Rowlett Creek
- This drainage way accepts Stormwater from the following properties in Sachse:
 - A portion of the Hudson Crossing Neighborhood
 - A portion of the undeveloped PGBT corridor
 - Undeveloped commercial property north/south of Bunker Hill Road





City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3560	Version:	1	Name:	Abandonment of a 0.556 Acre Tract of Land adjacent to Bunker Hill Road
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/12/2016	In control:		In control:	City Council
On agenda:	10/17/2016	Final action:		Final action:	
Title:	Consider an Ordinance abandoning and conveying a 0.556-acre tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey Abstract No. 928, City of Sachse, Texas, being a portion of Bunker Hill Road and a portion of Old Miles Road, to BR-ArchCo Domain Phase 1, LLC, and reserving easements over the property to be abandoned.				

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Ordinance Abandoning Parcel 5](#)
[Exhibit B - Map of Parcel 5](#)

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

Title

Consider an ordinance of the City of Sachse, Texas, abandoning all right, title, and interest in that certain 0.556-acre tract of land described and depicted in Exhibit "A" attached hereto; reserving a general utility, drainage, and access easement over said abandoned property; providing for the furnishing of a certified copy of this ordinance for recording in the official public records of Dallas County, Texas as a quitclaim deed; authorizing the City Manager to execute any documents necessary to complete abandonment and conveyance of the abandoned property; and providing for an effective date.

Background

BR-ArchCo is the developer of property located in the City of Garland on Bunker Hill Road. Due to the scope of their project and existing drainage patterns in Sachse along the Old Miles Road right-of-way, coordination between the City of Sachse, the City of Garland, and the developer has taken place to ensure that the proposed development does not negatively impact drainage on property in the City of Sachse.

The Sachse City Attorney prepared the attached Ordinance (Exhibit A - Abandonment Ordinance). A map of the property can be seen in Exhibit B.

The right-of-way abandonment documents have been reviewed by City staff and the City Attorney. The abandonment of public right-of-way requires the approval of the City Council by ordinance.

Policy Considerations

The City Council of the City of Sachse has the authority to sell, transfer, and abandon City property.

Budgetary Considerations

Per the development agreement, BR-ArchCO Domain Phase 1, LLC will be required to pay the City of Sachse \$5,000.00 for the purchase of "Parcel 5," a 0.556 acre tract of land that the City previously purchased for the construction of Bunker Hill Road. This parcel is located on the south side of Bunker Hill Road, and is a remainder tract that is not developable as a stand-alone lot. The City will no longer be required to maintain the property after the purchase is complete, but will continue to maintain the public drainage culverts and drainage improvements below and immediately adjacent to Bunker Hill Road.

Staff Recommendations.

Approve an ordinance of the City of Sachse, Texas, abandoning all right, title, and interest in that certain 0.556-acre tract of land described and depicted in Exhibit "A" attached hereto; reserving a general utility, drainage, and access easement over said abandoned property; providing for the furnishing of a certified copy of this ordinance for recording in the official public records of Dallas County, Texas as a quitclaim deed; authorizing the City Manager to execute any documents necessary to complete abandonment and conveyance of the abandoned property; and providing for an effective date. a resolution authorizing the City Manager to enter into a development agreement by and between BR-ArchCO Domain Phase 1, LLC, and the City of Sachse, Texas.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN THAT CERTAIN 0.556-ACRE TRACT OF LAND DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO; RESERVING A GENERAL UTILITY, DRAINAGE, AND ACCESS EASEMENT OVER SAID ABANDONED PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT AND CONVEYANCE OF THE ABANDONED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, acting pursuant to State law and upon request of the abutting property owner, BR-ARChCo Domain Phase 1, LLC ("Grantee"), deems it advisable to abandon and quitclaim the hereinafter described right-of-way to Grantee, and is of the opinion and finds that said right-of-way is not needed for public use and should be abandoned and quitclaimed to Grantee, subject to the reservations and conditions of this Ordinance; and

WHEREAS, Grantee owns the property on one side of the right-of-way to be abandoned, and the City of Sachse owns the property on the other side and has no need for said right-of-way for public use.

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

SECTION 1. Subject to the reservations set forth in Section 2 of this Ordinance, the City of Sachse, Texas, hereby abandons, vacates, and quitclaims in favor of the abutting property owner, BR-ArchCo Domain Phase 1, LLC, all of the City's right, title, and interest of the public in and to right-of-way described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements constructed on the surface thereof (the "Property").

SECTION 2. The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to Grantee, and to record this Ordinance in the Official Public Records of Dallas County, Texas. The recording of this Ordinance in the Official Public Records of Dallas County, Texas shall serve as the quitclaim deed of the City of Sachse, Texas of all the right, title, or interest of the City of Sachse, Texas in and to the Property, subject to the limitations and reservations of this Ordinance.

SECTION 3. The City Manager is authorized to execute any documents necessary to complete the abandonment and conveyance of the Property contemplated herein.

SECTION 4. This Ordinance shall take effect upon the publication of the caption of this Ordinance as the law and Charter in such case 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
(10-07-2016/80227)

EXHIBIT "A"
Description of Parcel 5

LEGAL DESCRIPTION

24,219 SQUARE FEET

BEING a tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey, Abstract No. 928, City of Sachse, Dallas County, Texas, and being part of a tract of land described as Tract 2 in Special Warranty Deed to the City of Sachse, recorded in Instrument No. 200900184219, Official Public Records, Dallas County, Texas, and being a portion of Bunker Hill Road, being a portion of Old Miles Road and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod in concrete found at the intersection of the southwest line of said Bunker Hill Road with the northwest line of said Old Miles Road and being the most easterly northeast corner of a tract of land described in Special Warranty Deed to BR - Archco Domain Phase 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas;

THENCE with said southwest line, North 45°57'50" West, a distance of 9.74 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the **POINT OF BEGINNING**;

THENCE continuing with said southwest line, North 45°57'50" West, a distance of 486.87 feet to a 1/2-inch iron rod with plastic cap found at the beginning of a non-tangent curve to the left having a central angle of 32°04'45", a radius of 845.00 feet, a chord bearing and distance of South 64°02'00" East, 466.95 feet;

THENCE departing said southwest line, the following courses and distances, to wit:

In a southeasterly direction, with said curve to the left, an arc distance of 473.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 31°55'00", a radius of 200.00 feet, a chord bearing and distance of South 29°10'20" West, 109.98 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 111.41 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 19°47'52", a radius of 120.00 feet, a chord bearing and distance of South 23°06'46" West, 41.26 feet;

In a southwesterly direction with said curve to the right, an arc distance of 41.46 feet to the **POINT OF BEGINNING** and containing 24,219 square feet or 0.556 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

24,219 SQUARE FEET (0.556 ACRES)
RIGHT-OF-WAY ABANDONMENT
 DANIEL CHRIST SURVEY,
 ABSTRACT NO. 226,
 ROBERT McCULLOUGH SURVEY,
 ABSTRACT NO. 928,
 CITY OF SACHSE,
 DALLAS COUNTY, TEXAS

PRELIMINARY

DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 dana.brown@kimley-horn.com

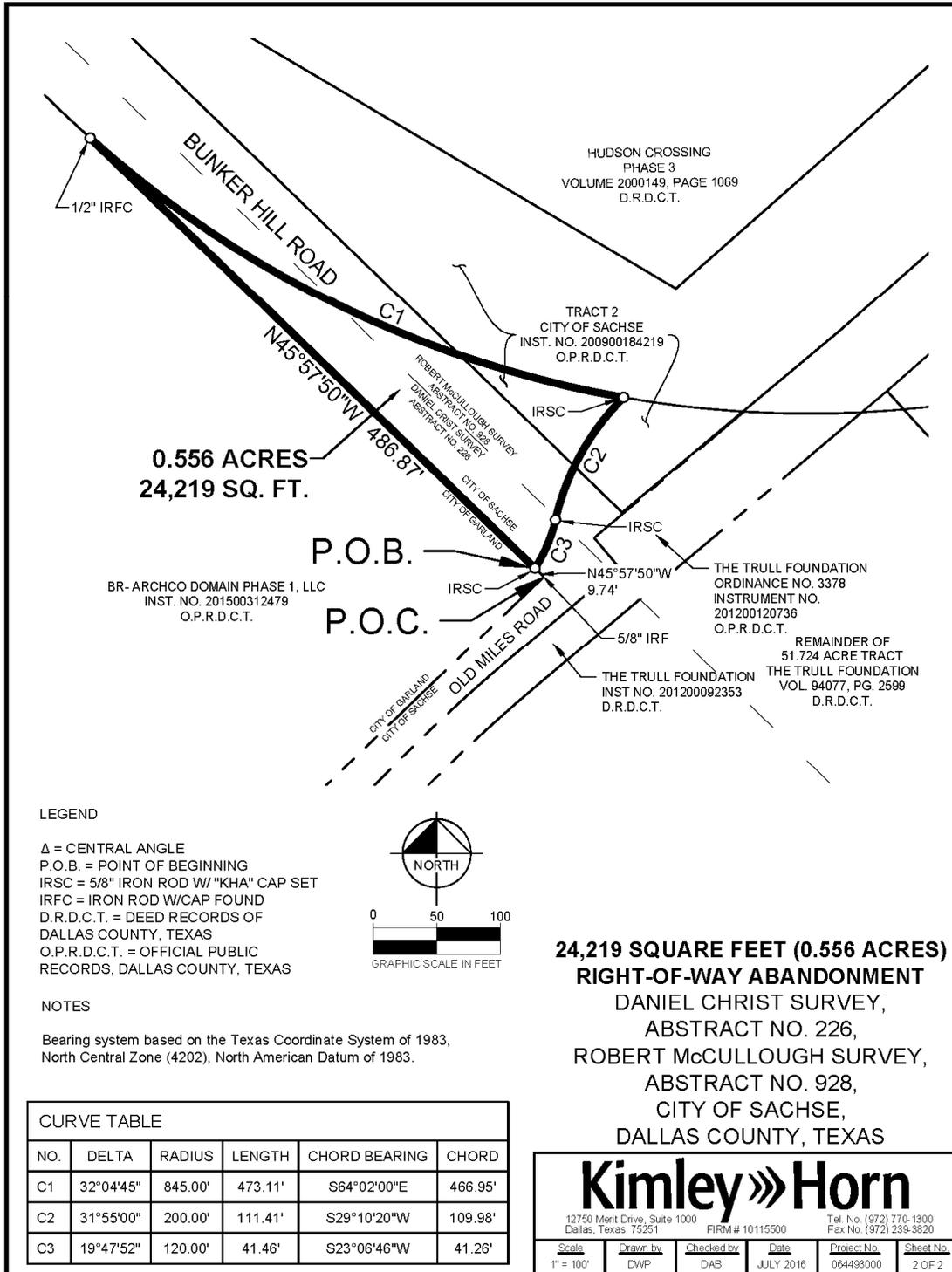
THIS DOCUMENT SHALL
 NOT BE RECORDED FOR
 ANY PURPOSE AND
 SHALL NOT BE USED OR
 VIEWED OR RELIED
 UPON AS A FINAL
 SURVEY DOCUMENT

Kimley»Horn		12750 Merit Drive, Suite 1000 Dallas, Texas 75251		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	DAB	JULY 2016	084493000	1 OF 2		

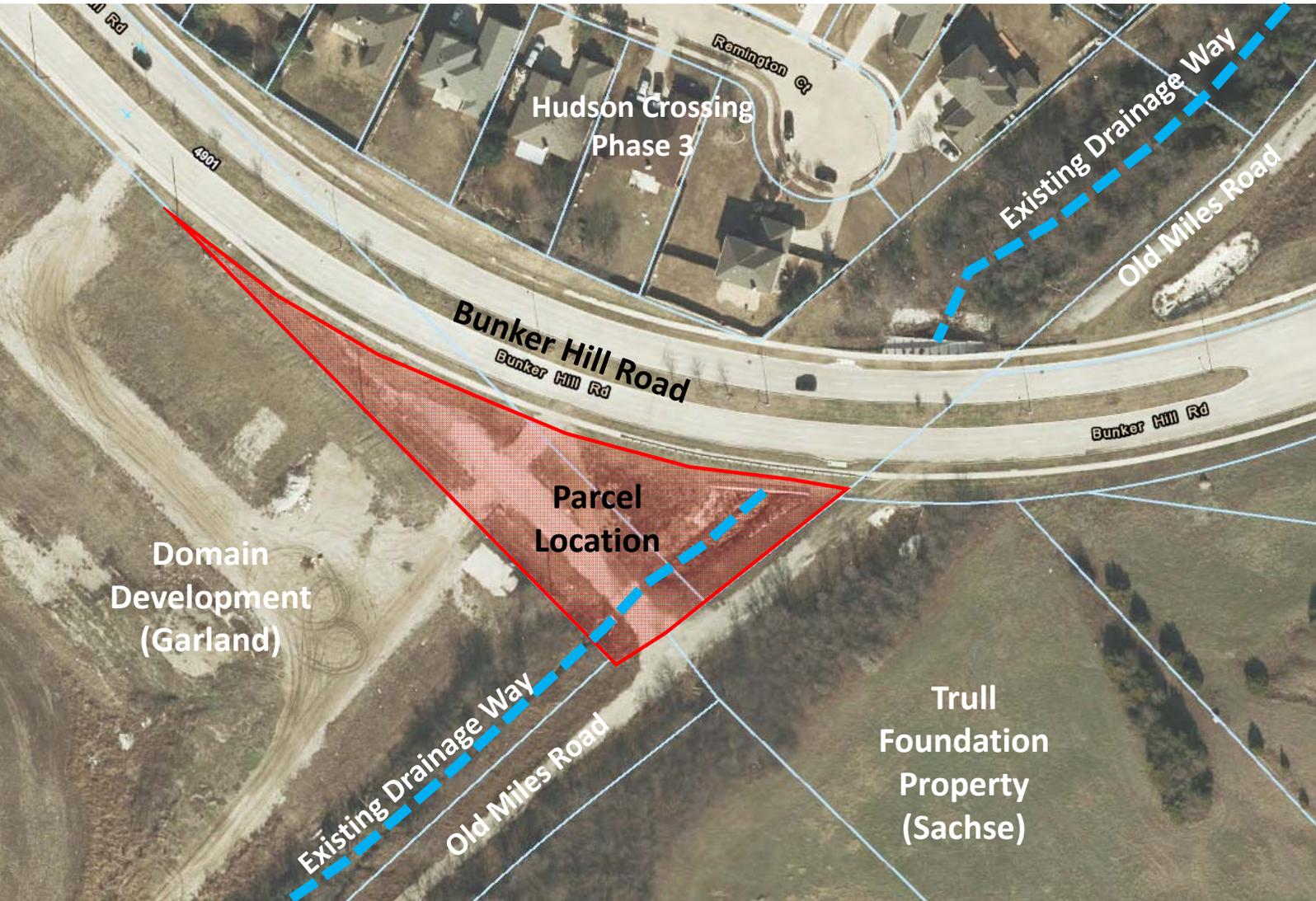
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EXHIBIT "A"

Description of Parcel 5



Parcel 5 – Property Information



Site Photo 1



Site Photo 2



Site Photo 3



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3561	Version:	1	Name:	Abandonment of a 0.440 Acre Tract of Land adjacent to Bunker Hill Road
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/12/2016	In control:		In control:	City Council
On agenda:	10/17/2016	Final action:		Final action:	
Title:	Consider an Ordinance abandoning and conveying a 0.440-acre tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey Abstract No. 928, City of Sachse, Texas, being a portion of Old Miles Road, to BR-ArchCo Domain Phase 1, LLC, and reserving easements over the property to be abandoned.				

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Ordinance Abandoning 0.440 Acre Tract](#)
[Exhibit B - Map of 0.440 Acre Parcel](#)

Date	Ver.	Action By	Action	Result
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Title

Consider an ordinance of the City of Sachse, Texas, abandoning all right, title, and interest in that certain 0.440-acre tract of land described and depicted in Exhibit "A" attached hereto; reserving a general utility, drainage, and access easement over said abandoned property; providing for the furnishing of a certified copy of this ordinance for recording in the official public records of Dallas County, Texas as a quitclaim deed; authorizing the City Manager to execute any documents necessary to complete abandonment and conveyance of the abandoned property; and providing for an effective date.

Background

BR-ArchCo is the developer of property located in the City of Garland on Bunker Hill Road. Due to the scope of their project and existing drainage patterns in Sachse along the Old Miles Road right-of-way, coordination between the City of Sachse, the City of Garland, and the developer has taken place to ensure that the proposed development does not negatively impact drainage on property in the City of Sachse.

The Sachse City Attorney prepared the attached Ordinance (Exhibit A - Abandonment Ordinance). A map of the property can be seen in Exhibit B.

The right-of-way abandonment documents have been reviewed by City staff and the City Attorney. The abandonment of public right-of-way requires the approval of the City Council by ordinance.

Policy Considerations

The City Council of the City of Sachse has the authority to sell, transfer, and abandon City property.

Budgetary Considerations

The City will no longer be required to maintain the surface of the property after the purchase is complete. The developer will maintain landscaping and vegetation in and adjacent to the drainage improvements.

Staff Recommendations.

Approve an ordinance of the City of Sachse, Texas, abandoning all right, title, and interest in that certain 0.440-acre tract of land described and depicted in Exhibit "A" attached hereto; reserving a general utility, drainage, and access easement over said abandoned property; providing for the furnishing of a certified copy of this ordinance for recording in the official public records of Dallas County, Texas as a quitclaim deed; authorizing the City Manager to execute any documents necessary to complete abandonment and conveyance of the abandoned property; and providing for an effective date.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN THAT CERTAIN 0.440-ACRE TRACT OF LAND DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO; RESERVING A GENERAL UTILITY, DRAINAGE, AND ACCESS EASEMENT OVER SAID ABANDONED PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT AND CONVEYANCE OF THE ABANDONED PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, acting pursuant to State law and upon request of the abutting property owner, BR-ARchCo Domain Phase 1, LLC ("Grantee"), deems it advisable to abandon and quitclaim the hereinafter described rights-of-way to Grantee, and is of the opinion and finds that said rights-of-way are not needed for public use and should be abandoned and quitclaimed to Grantee, subject to the reservations and conditions of this Ordinance; and

WHEREAS, the City Council previously abandoned and conveyed the other half of Old Miles Road right-of-way adjacent to the hereinafter described rights-of-way to the abutting property owner to the east, The Trull Foundation, pursuant to City of Sachse Ordinance No. 3378; and

WHEREAS, the abandonment and conveyance of the hereinafter described rights-of-way complies with the statutory requirement to sell right-of-way to abutting property owners in proportion to their abutting ownership in an equitable manner.

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

SECTION 1. Subject to the reservations set forth in Section 2 of this Ordinance, the City of Sachse, Texas, hereby abandons, vacates, and quitclaims in favor of the abutting property owner, BR-ArchCo Domain Phase 1, LLC, all of the City's right, title, and interest of the public in and to the portion of Old Miles Road, together with all improvements constructed on the surface thereof, described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

SECTION 2. The abandonment and vacation of the Property is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground, or otherwise owned by third parties. Furthermore, the City hereby reserves unto itself and public utility companies the non-exclusive right at any time to lay, construct, maintain, repair, and remove telecommunication, electrical, water, gas, storm sewer, and sanitary sewer lines and appurtenances in, above, over, and underneath the Property for the benefit of the City and the authorized public

utility companies, subject to BR-ArchCo's right to transfer and convey storm water from the BR-ArchCo's abutting property over the Property.

SECTION 3. The City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to Grantee, and to record this Ordinance in the Official Public Records of Dallas County, Texas. The recording of this Ordinance in the Official Public Records of Dallas County, Texas shall serve as the quitclaim deed of the City of Sachse, Texas of all the right, title, or interest of the City of Sachse, Texas in and to the Property, subject to the limitations and reservations of this Ordinance.

SECTION 4. The City Manager is authorized to execute any documents necessary to complete the abandonment and conveyance of the Property contemplated herein.

SECTION 5. This Ordinance shall take effect upon the publication of the caption of this Ordinance as the law and Charter in such case 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
(10-07-2016/80217)

EXHIBIT "A"

Description of Parcel 2

LEGAL DESCRIPTION

19,167 Square Feet

BEING a tract of land situated in the Daniel Christ Survey, Abstract No. 226, and the Robert McCullough Survey, Abstract No. 928, City of Sachse, Dallas County, Texas, and being a portion of Old Miles Road and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod in concrete found at the intersection of the southwest line of said Bunker Hill Road with the northwest line of said Old Miles Road and being the most easterly northeast corner of a tract of land described in Special Warranty Deed to BR - Archco Domain Phase 1, LLC, recorded in Instrument No. 201500312479, Official Public Records, Dallas County, Texas

THENCE departing said southwest line, North 52°23'58" East, a distance of 50.12 feet to a point for corner for the west corner of a tract of land described in Ordinance No. 3378 as Exhibit "B" to The Trull Foundation, recorded in Instrument No. 201200120736, Official Public Records, Dallas County, Texas;

THENCE with the Southwest line of said Exhibit "B", South 40°03'05" East, a distance of 30.00 to the north corner of a 0.420 acre tract of land described in Deed Without Warranty to The Trull Foundation, recorded in Instrument No. 201200093253, Official Public Records, Dallas County, Texas;

THENCE with the northwest line of said 0.420 acre tract, the following courses and distances, to wit:

South 49°56'55" West, a distance of 103.24 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 8°05'07", a radius of 1492.00 feet, a chord bearing and distance of South 45°59'50" West, 210.37 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 210.54 feet to a point for corner;

South 41°59'52" West, a distance of 318.22 feet to a point for corner in the north right-of-way line of President George Bush Turnpike (S.H. 190 - a variable width right-of-way) from which a 3-1/4" aluminum TxDot monument bears North 79°45'40" East, a distance of 48.99 feet;

THENCE with said north right-of-way line, South 79°45'40" West, a distance of 51.16 feet to a point for corner in the southeast line of said BR-Archo tract;

THENCE with said southeast line, the following courses and distances, to wit:

North 42°12'35" East, a distance of 350.28 feet to a 5/8-inch iron rod with plastic cap stamped "BOUNDARY SOLUTIONS";

North 46°11'57" East, a distance of 276.09 feet to the **POINT OF BEGINNING** and containing 19,167 square feet or 0.440 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DRAINAGE EASEMENT
DANIEL CHRIST SURVEY,
ABSTRACT NO. 226
ROBERT McCULLOUGH SURVEY,
ABSTRACT NO. 928,
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

PRELIMINARY

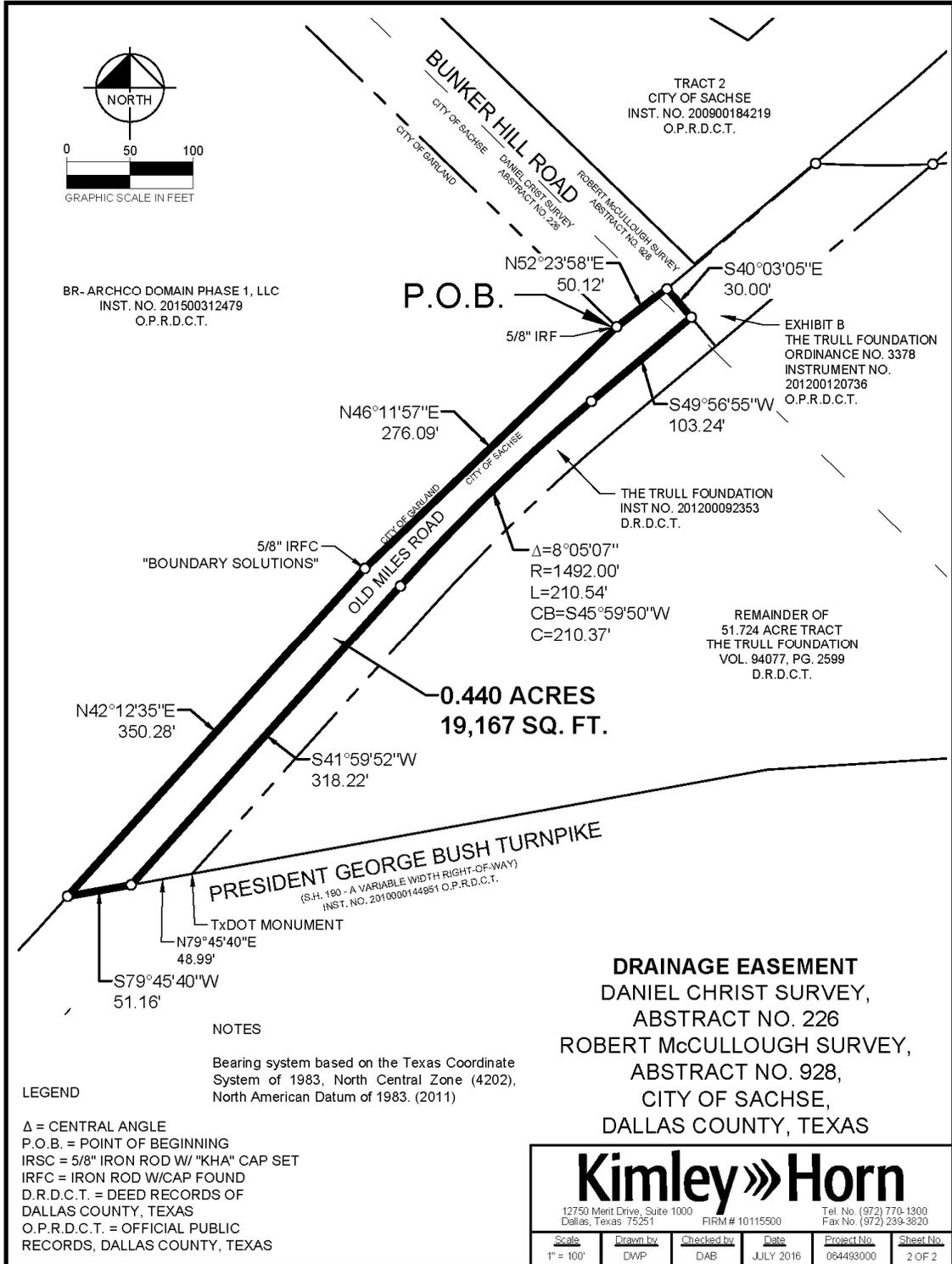
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 SURVEY DOCUMENT

DANA BROWN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5336
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 dana.brown@kimley-horn.com

Kimley»Horn	
12750 Merit Drive, Suite 1000 Dallas, Texas 75251	FIRM # 10115500
Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
Scale	Drawn by
N/A	DWP
Checked by	Date
DAB	JULY 2016
Project No.	Sheet No.
064493000	1 OF 2

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EXHIBIT "A"
Description of Parcel 2



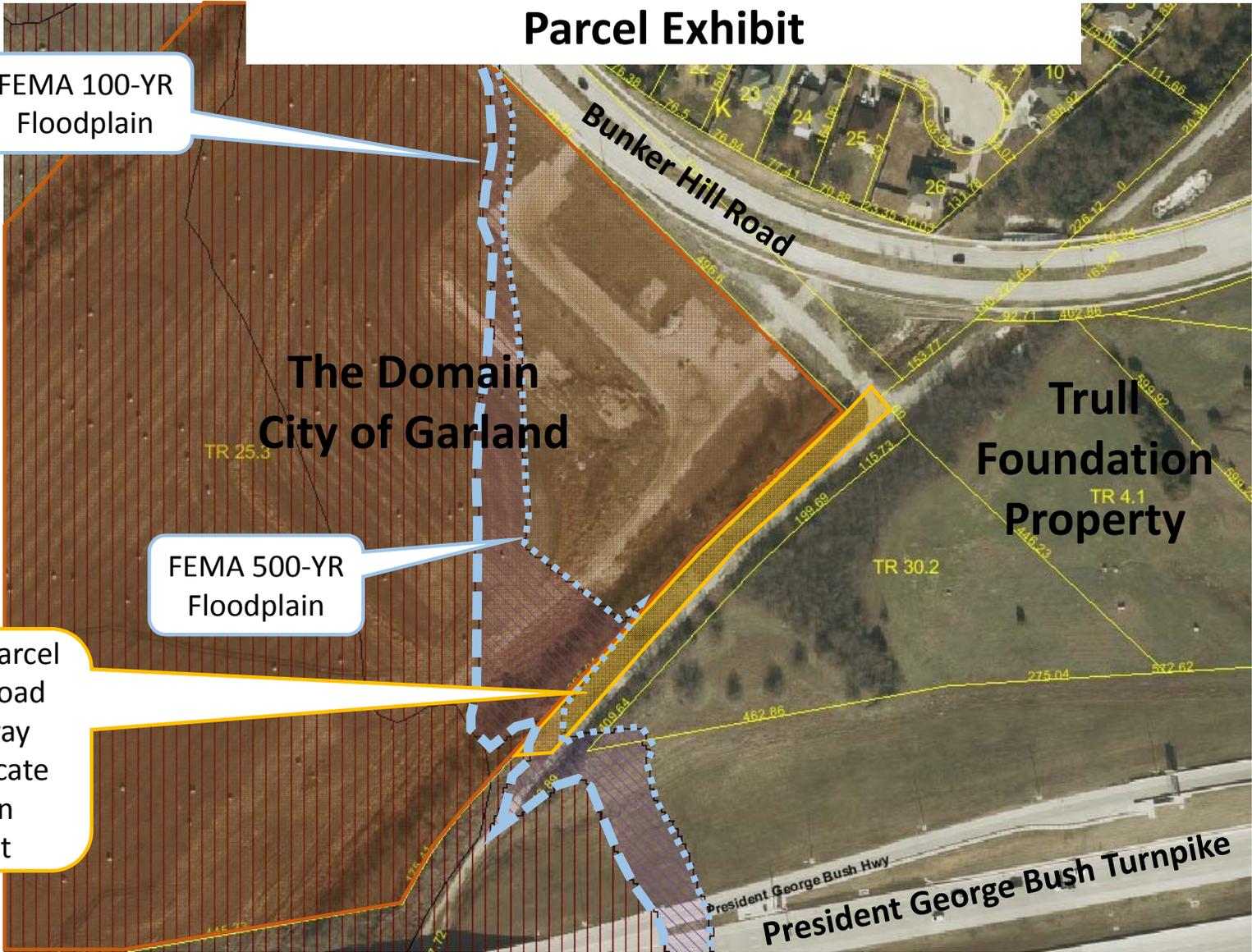
PATRICK, DAVID 7/8/2016 9:38 AM K:\DAL_SURVEY\064493000-DOMAIN GARLAND\DWG\064493000-DOMAIN GARLAND_MILES_DE_SOUTH.DWG

Parcel Exhibit

FEMA 100-YR
Floodplain

FEMA 500-YR
Floodplain

0.440 Acre Parcel
Old Miles Road
Right-of-way
City to dedicate
and retain
easement





City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3562	Version:	1	Name:	City Utility Design - Sachse Road & 5th Street
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/12/2016	In control:		In control:	City Council
On agenda:	10/17/2016	Final action:		Final action:	
Title:	Consider a resolution approving a design contract for City water and sanitary sewer facilities in the 5th Street & Sachse Road corridor.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Utility Design - Presentation Resolution and Professional Services Contract - Huitt Zollars Exhibit A - Location Map Exhibit B - Utility Scope - Sachse Rd & 5th St Widening				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Huitt-Zollars Inc.; authorizing its execution by the City Manager; and providing for an effective date.

Background

Huitt-Zollars has been employed by Dallas County to complete the engineering design of the widening of 5th Street and Sachse Road. Within the 5th Street and Sachse Road corridor, there are old water mains that need to be abandoned, and many water and sewer mains that need to be replaced and upsized to current standards. Many of these utility mains are located under the proposed pavement. Therefore, it is more cost effective to include the utility replacement in the construction of the widening of 5th Street and Sachse Road.

The project area is shown in Exhibit A - Location Map. City staff has identified the necessary water and sewer main replacements and abandonments (Exhibit B - Utility Scope).

Dallas County is the project lead and is contributing 50% of the cost for the paving and drainage improvements for 5th Street and Sachse Road. However, Dallas County does not participate in the design and construction costs related to needed utility improvements located in the project area. It is the responsibility of the City to fund the cost of design and construction of the City water and sewer main improvements.

Huitt-Zollars is a qualified engineering firm and has intimate knowledge of the area, having performed all of the land survey and civil engineering design work to date on the Sachse Road & 5th Street widening. Staff requested a proposal from Huitt-Zollars for engineering design of the necessary water and sewer system replacement, which is included in the attached professional services

agreement.

Policy Considerations

It is the responsibility of the City of Sachse to maintain, upgrade, and abandon public utilities as necessary to provide utility service to properties in the City of Sachse.

Budgetary Considerations

The proposed design contract has a total cost of \$59,920.00. The recommended funding source for the design is 2006 Bond Funds, as a part of the design and construction of the 5th Street & Sachse Road widening.

Staff Recommendations.

Approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Huitt-Zollars Inc.; authorizing its execution by the City Manager; and providing for an effective date.



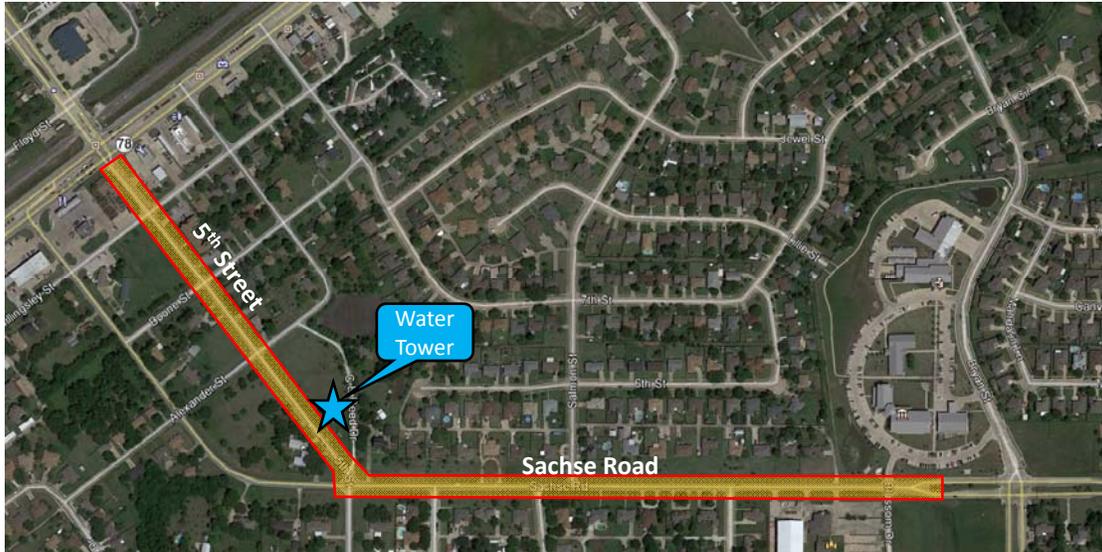
City Utility Design Sachse Road & 5th Street Widening

October 17, 2016

Overview

- Project Location
- Project Information
- Utility Scope
- Engineering Design for Utility Improvements
- Next Steps

Project Location



Project Information

- Dallas County is managing the design and construction of the widening of 5th Street and Sachse Road
- The County participates in a 50/50 match with the City for all paving and drainage improvements related to the project
- City Utility improvements may be included in the design and construction, as City-funded items
- The design Engineer, Huitt-Zollars, is currently working toward a 90% plan set for the road improvements.

Engineering Design for Utility Improvements

- The 5th Street and Sachse Road corridors contain many water and sewer mains along and across the proposed pavement widening.
- Many of the existing water and sewer mains are undersized, of substandard material, or are in poor condition. Some water mains are no longer needed, and should be abandoned.
- The goal is to ensure that the water and sewer mains that will be beneath the new road are the proper size, material, and condition. This will prevent near-term removal of new street pavement to maintain or replace City utilities.
- City staff analyzed the corridor of the project and identified specific water and sanitary sewer mains that needed to be replaced or abandoned.
- Huitt-Zollars completed all of the land survey and subsurface utility investigations for the widening project, is the design engineer for the road widening, and is well-suited to perform the needed engineering design for the City utilities identified.

Next Steps

- Engineering Design Cost: \$59,920.00
- Staff recommends approval of a resolution authorizing the City Manager to execute the professional services agreement with Huitt-Zollars.
- Once the contract is executed, Huitt-Zollars will begin the engineering design for the utility improvements identified by City staff.
- These improvements will be bid and constructed with the widening of 5th Street and Sachse Road.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SACHSE, TEXAS, AND HUITT-ZOLLARS INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Professional Services (herein the “Agreement”) between the City of Sachse, Texas, and Huitt-Zollars Inc. for engineering services related to the Sachse/5th Street Widening Utility design, and being further described in Exhibit “A” attached hereto; and

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

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

SECTION 1. The terms, provisions, and conditions of the Agreement for Professional Services, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Agreement for Professional Services on behalf of the City, and any amendments or other instruments related thereto.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this ____ day of October, 2016.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

Exhibit "A"
Agreement for Professional Services
(to be attached)

September 30, 2016

Mr. Greg Peters, P.E.
Director of Public Works and Engineering
City of Sachse
3815-B Sachse Road
Sachse, TX 75048

Ref: Agreement for Professional Services
Water & Sanitary Sewer Design
5th Street from SH 78 to Sachse Road
Sachse Road from 5th Street to Miles Road

Dear Mr. Peters:

I am enclosing two signed original copies of the Agreement for Professional Services and Certificates of Insurance for the water main and sanitary sewer line design in Sachse Road and 5th Street associated with the Dallas County roadway construction project of the same two streets. Please contact me if you have any questions or need additional information. We look forward to working with you and the City of Sachse on this important project.

Sincerely,

HUITT-ZOLLARS, INC.



Kenneth A. Roberts, P.E.
Vice President

Attachments

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Huitt-Zollars, Inc. (the “Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent Contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City for land surveying and civil engineering related to water and sanitary sewer design in the City of Sachse, including: the design of 8” and 16” water, and 8” sanitary sewer (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 The Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 Design Documents, Specifications, Estimates, and other documents, including those in electronic form, prepared by the Professional and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of the City. The Professional and its consultants, agents, representatives, and/or employees shall be deemed the

authors of their respective part of said Project documents. Notwithstanding, the City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. The City shall have full authority to authorize the Contractor, Subcontractors, Sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by the Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City and the Professional (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 The City shall compensate the Professional for the services by payment of a lump sum fee not to exceed \$59,920.00 without the City’s prior written approval, as set forth in Exhibit “B”.

4.2 The Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the

performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, the Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train the Professional, require the Professional to complete regular oral or written reports, require that Professional devote his full-time services to City, or dictate the Professional's sequence of work or location at which the Professional performs his work.

Article VII Insurance

7.1 Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

7.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

7.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Manager.

7.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

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

8.3 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

8.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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

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

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
Gina Nash
City Manager
City of Sachse, Texas
3915-B Sachse Road
Sachse, Texas 75048

With Copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:
Kenneth A. Roberts, PE
Vice President
Huitt-Zollars, Inc.
1717 McKinney Ave., Suite 1400
Dallas, Texas 75202

8.11 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Indemnification. City SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "City") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE City). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS

REASONABLY SATISFACTORY TO City. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

8.14 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.15 Conflicts of Interests. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2016.

City of Sachse, Texas

By: _____
Gina Nash, City Manager

Approved as to form:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 28th day of September, 2016.

Huitt-Zollars, Inc.

By:  _____
Name: William E. Kallas, PE
Title: Vice President

EXHIBIT "A"
SCOPE OF SERVICES

I. Project Definition

This project consists of the preparation of construction plans, quantity take-offs, proposal form, and opinion of probable construction costs for the replacement of 4", 6", 8" & 12" water mains and 6" sanitary sewer lines associated with the reconstruction of approximately 4,000 linear feet of 5th Street from SH 78 to Sachse Road and Sachse Road from 5th Street to Miles Road in Sachse, Texas. Services will include the preparation of construction plans, quantity take-offs, and proposal forms for inclusion in Dallas County's construction documents for the reconstruction project. Services will also include limited construction phase services, and coordination with the City of Sachse, Dallas County, TxDOT, and the franchised utility companies. The utility lines to be replaced that are included in this scope of work are:

1. Billingsley St. - Replace the 6" water across 5th St. with an 8" water.
2. Boone St. - Replace the 6" water across 5th St. with an 8" water.
3. Alexander St. - Replace the 6" water across 5th St. with an 8" water.
4. 5th St. - Replace the 12" water from the water tower to Sachse Rd. with a 16" water.
5. Peach Tree Ln. - Connect the 6" water in Peach Tree Ln. to the 16" water in Sachse Rd. with an 8" water across Sachse Rd.
6. Sachse Rd. - Replace the existing 6" sanitary sewer in Sachse Rd. with an 8" sanitary sewer from approximately Park Lake Blvd. to Miles Rd.

II. Detailed Scope of Basic Services

The basic services will consist of three phases as follows:

- Preliminary Design Phase
- Final Design Phase
- Construction Phase

A. Preliminary Design Phase

1. Consult with the City to clarify and define their requirements for the project.
2. Perform records research in an effort to determine the size, type, location and description of existing public and franchise utility lines and rights-of-way / easements.
3. Review "As-Built" plans and other pertinent data in the vicinity of the roadways.
4. Site visit to identify physical elements that will affect the design process.
5. Develop preliminary water plan & profile sheets (Scale: 1" = 20' Horizontal and 1" = 5' Vertical). Coordinate the design with the 5th Street & Sachse Road paving and drainage improvements being designed for Dallas County.
6. Develop preliminary sanitary sewer plan & profile sheets (Scale: 1" = 20' Horizontal and 1" = 5' Vertical). Coordinate the design with the 5th Street &

Sachse Road paving and drainage improvements being designed for Dallas County.

7. Develop preliminary water and sanitary sewer adjustment plans sheets (Scale: 1" = 20' Horizontal and no profile). Coordinate the design with the 5th Street & Sachse Road paving and drainage improvements being designed for Dallas County.
8. Prepare Preliminary Opinion of Probable Construction Costs.
9. Submit 1 set of preliminary plans to the franchised utility companies for utility coordination.
10. Submit 3 sets of preliminary plans for review and comment by the City.

B. Final Design Phase

1. Meet with the City to receive review comments on the preliminary design prior to proceeding with the production of final documents.
2. Prepare final construction plans (Estimated at 17 sheets) to include:
 - a. Quantity Summary Sheet
 - b. Typical Utility Section and General Notes
 - c. Water Plan / Profile Sheets
 - d. Sanitary Sewer Plan / Profile Sheets
 - e. Water and Sanitary Sewer Adjustment Sheets
3. Prepare Final Opinion of Probable Construction Costs.
4. Prepare Proposal Forms for inclusion in Dallas County's Bid Book.
5. Submit 3 sets of final plans for approval by the City.
6. Complete final plans to reflect final review comments. Supply one set of original design plans for inclusion in the Dallas County plan set for letting.

C. Construction Phase

1. Attend a pre-construction conference.
2. Review submittals from the Contractor.
3. Answer questions from the Contractor, City and Dallas County during construction.
4. Upon completion of the Work, the Consultant shall compile for and deliver to the City a set of Record Documents based upon the marked-up record construction drawings furnished by the Contractor. These Record Documents will show only significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Engineer shall assume will be reliable; the Engineer cannot and does not warrant their accuracy. Provide the City with a pdf and computer files of the record documents.

No other engineering design and surveying services are included in this Scope of Services.

End of Scope of Services

EXHIBIT "B"
MAHOUR ESTIMATE
WATER AND SANITARY SEWER IMPROVEMENTS
5TH STREET AND SACHSE ROAD
FROM SH 78 TO MILES ROAD
SACHSE, TEXAS

FEE SUMMARY	
PRELIMINARY DESIGN PHASE	\$ 36,115
FINAL DESIGN PHASE	\$ 15,945
CONSTRUCTION PHASE	\$ 7,860
TOTAL FEES	\$ 59,920

TASK NO.	TASK DESCRIPTION	PM HOURS (\$240/HR)	ENGR HOURS (\$160/HR)	SR. CADD TECH HOURS (\$125/HR)	TOTAL HOURS
PRELIMINARY DESIGN PHASE					
1	Research & Review of Existing Information		2	2	4
2	Site Visit	2	2		4
3	Quantity Summary Sheet	1	4	4	9
3	Typical Utility Section & General Notes	1	4	2	7
4	Water Plan & Profile Sheets	5	30	45	80
5	Sanitary Sewer Plan & Profile Sheets	3	18	27	48
6	Water & Sanitary Sewer Adjustment Plan Sheets	5	30	45	80
7	Submit Plans to Franchise Utility Companies for Coordination		2		2
7	Prepare Preliminary Opinion of Probable Construction Costs	1	4		5
8	Submit Plans for Review and Meet with City to Receive Comments	1	2	2	5
PRELIMINARY DESIGN PHASE TOTALS		19	98	127	244
		\$ 4,560	\$ 15,680	\$ 15,875	\$ 36,115

FINAL DESIGN PHASE					
9	Quantity Summary Sheet	1	1	2	4
10	Typical Utility Section & General Notes	1	4	2	7
11	Water Plan & Profile Sheets	5	10	15	30
12	Sanitary Sewer Plan & Profile Sheets	3	6	9	18
13	Water & Sanitary Sewer Adjustment Plan Sheets	5	10	15	30
14	Prepare Final Opinion of Probable Construction Costs	1	4		5
15	Prepare Bid Proposal Form	1	2		3
16	Submit Plans and Proposal Form to City for Bidding		2	2	4
FINAL DESIGN PHASE TOTALS		17	39	45	101
		\$ 4,080	\$ 6,240	\$ 5,625	\$ 15,945

CONSTRUCTION PHASE					
17	Pre-Bid Conference	1	1		2
18	Review Submittals	1	4		5
19	Construction Support	8	8	4	20
20	Record Drawings	1	4	16	21
CONSTRUCTION PHASE TOTALS		11	17	20	48
		\$ 2,640	\$ 2,720	\$ 2,500	\$ 7,860



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: Judy Hays PHONE (A/C, No, Ext): 972-770-1638 E-MAIL ADDRESS: judy_hays@mhbt.com		FAX (A/C, No): 972-376-8194
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED HUITTZOL Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	INSURER A: Twin City Fire Insurance Company		29459
	INSURER B: Hartford Casualty Insurance Company		29424
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1921841535

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

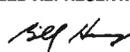
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			46UUNLJ3272	6/1/2016	6/1/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46UENPB0920	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			46XHURJ8271	6/1/2016	6/1/2017	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			46WEAN7069	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Primary & Non-Contributory language is in form #HG001 edition 06/05 of the General Liability policy.
 Additional Insured and Primary & Non-Contributory language is in form HA9916 edition 03/12 of the Auto Liability policy.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Sachse Attn: City Manager 3915-B Sachse Road Sachse TX 75048	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY MHBT Inc.		NAMED INSURED Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

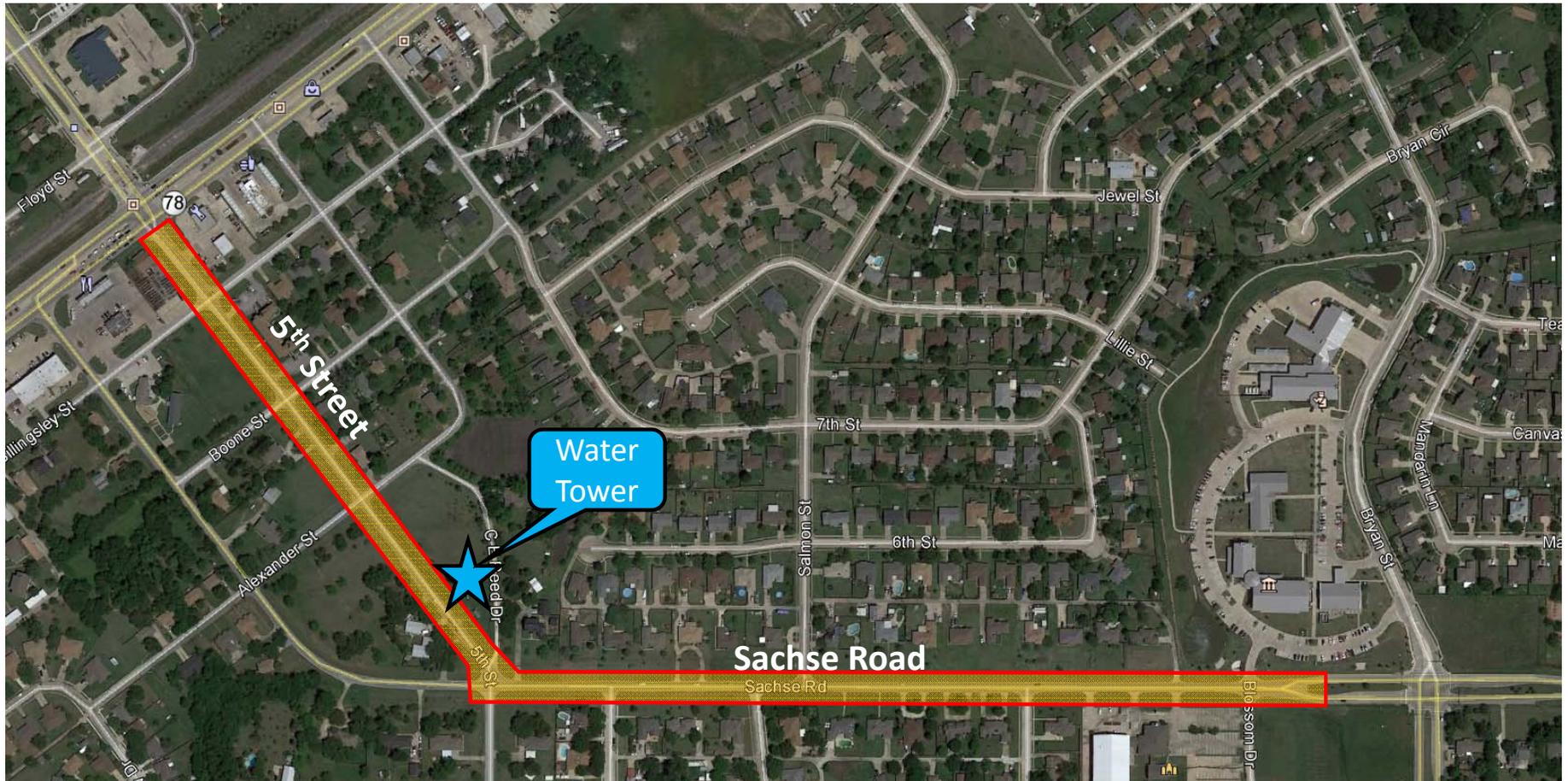
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder, and any entity required by written contract, is named as an Additional Insured per the above form(s) including Primary and Non Contributory status but only to the extent that the limits and forms are required to satisfy the terms of a written contract.

30 Day NOC to certificate holders except for 10 Day NOC for Non Payment.

Project Location





Department of Public
Works & Engineering

Greg A. Peters, P.E.
Director of Public Works & Engineering
City of Sachse
3815-B Sachse Road
Sachse, Texas 75048
May 24, 2016

Kenneth A. Roberts, PE
1717 McKinney Avenue
Suite 1400
Dallas, Texas 75202-1236

Re: Sachse Road/5th Street Widening - Utility Needs

Dear Mr. Roberts:

Please find below the results of our in-house study for utilities in the Sachse Road/ 5th Street corridor. This is for your use in defining a project scope.

State Highway 78 at Fifth Street

- During our investigation at State Highway 78 and Fifth street the 4" water loop was found to be a 12" water main as shown on attached sheet. SH 78 near the railroad tracks there is an 8" water line that is in place but it is abandoned.

Fifth Street at Billingsley

- 5th Street at Billingsley there is 3' from the operating nut on the 12" water main to the top of the pavement.
- The Sewer System manhole at the East Corner of 5th Street and Billingsley has a 24" opening, material used is PVC with a depth of 6'-6".
- There is a 6" water line along the Northbound side of 5th Street that comes up from the Sachse Road Water Tower which terminates at Billingsley- we are wanting to abandon this line.
- SUE shows an 8" water line across 5th Street, but it is actually a 6" water line across. We will need to install an 8" main under and across 5th and Billingsley.
- We want the 8" to double 45 over to the 6" line and connect with a reducer.
- All 45's, reducers and connections should happen outside of the proposed paving limits.
- We want these 8" lines to tie into the existing 12" water line.

Fifth Street at Boone

- Sewer System manhole at East Corner of 5th St and Boone currently has one 6” line from the east with a depth of 5’, as well as an 8” line outgoing with the depth of 12’ (internal drop), the material is PVC with a 30” opening.
- SUE shows an 8” water line across 5th Street, but it is actually a 6” water line across.
- We will need to install an 8” main under and across 5th and Boone. We want the 8” to double 45 over to the 6” line and connect with a reducer.
- All 45’s, reducers and connections should happen outside of the proposed paving limits.
- We want these 8” lines to tie into the existing 12” water line.

Fifth Street at Alexander

- Sewer System manhole at Northeast Corner has a 6” clay tile upstream and downstream with the depth of 5’.
- SUE shows an 8” water line across 5th but we do not believe that there actually is a water line crossing 5th at Alexander.
- There is 6” PVC main that runs East down Alexander which is connected to 6” cast iron main that is on the East side of 5th St.
- Also there is a 6” main that runs West down Alexander and it connects to 12” PVC main on the West side of 5th St.
- We will need to install an 8” main under and across 5th at Alexander. We want the 8” to double 45 over to the existing 6 and connect with a reducer.
- All 45’s, reducers, and connections should happen outside of the proposed paving limits.
- We want these 8” lines to tie into the existing 12” water line.

Fifth Street at Water Tower

- Cut and plug 6” water line to abandon. Might need to upsize existing 12” water line to a 16” water line from tower to the 5th Street and Sachse Road intersection, where it will be connecting to the existing 16” water line.

Sachse Road at 5th Street

- Abandon existing 4” water line and 6” water line from Water Tower to Sachse Road. Reconnect everything to the existing 16” water line, also abandon the existing 4” water line along the South side of Sachse Road.

Sachse Road

- Reconnect all water services on Sachse Road that are currently on the 4” water line to now be on the 16” water line.

Sachse Road at Peach Tree

- Connect existing 6” water line in Peach Tree to existing 16” water line on North side of Sachse Road with a new 8” water line.
- We want the 8” water line to double over to the existing 6” water line and connect with a reducer.
- All 45’s, reducers and connections should happen outside of the proposed paving limits.



Department of Public
Works & Engineering

Sachse Road at Park Lake

- There is no manhole at the Southeast corner of Sachse at Park Lake.
- We did uncover main line clean out in front of Park Lake Church on the 6" main running towards Miles Road. The material is clay tile.
- If this main is within the project limits, it should be upgraded to an 8" PVC line.

Sachse Road Alley to Miles

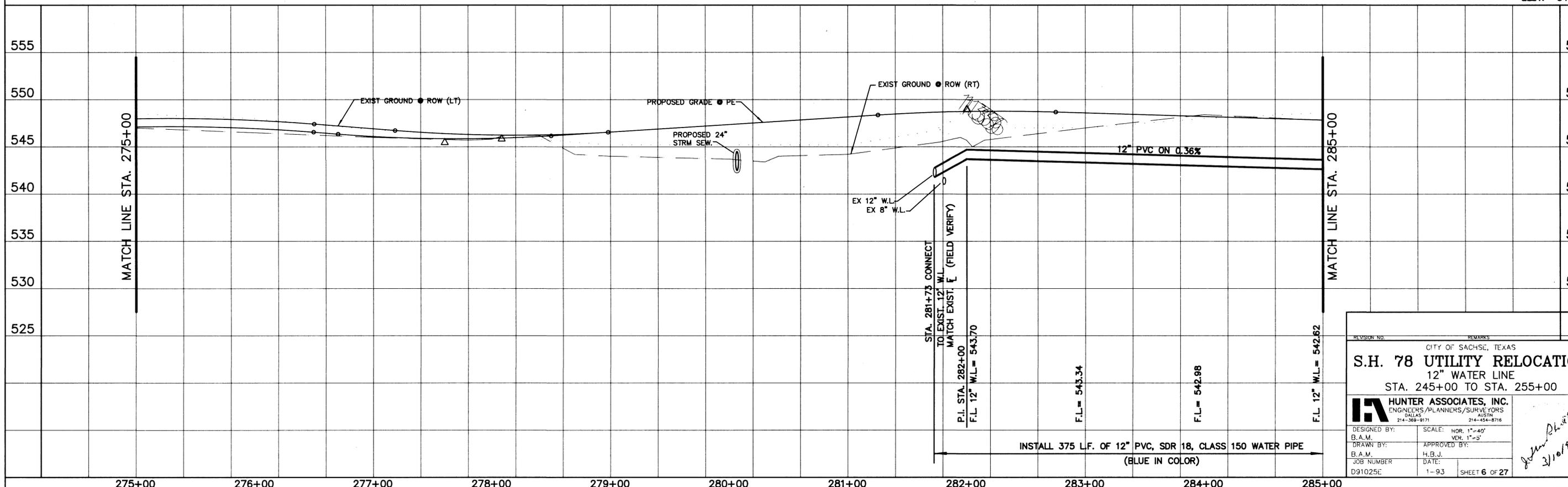
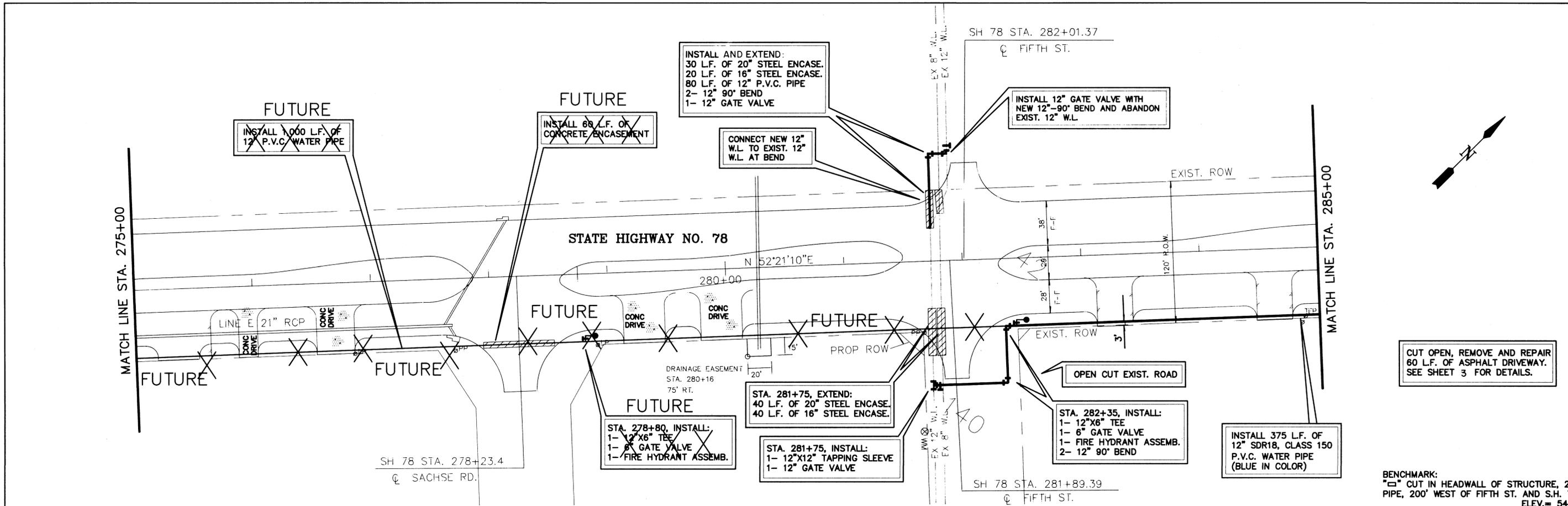
- 8" water main on North side of Sachse Road terminates after gate valve on the West side of the Alley, we are not sure how or if this 8" line connects to a main in Blossom Drive.

If you would like any additional information, please contact us at 972-495-7600.

Sincerely,

Greg Peters, P.E.
Director of Public Works & Engineering
City of Sachse, Texas

CC: Dennis Abraham – Dallas County
Sarah Perkins- Public Works Coordinator, City of Sachse
Gary Alexander – Construction Inspector, City of Sachse
Wes Lawson, P.E. – Project Manager, City of Sachse
Jeremy Wiseman – Public Works Superintendent, City of Sachse



REVISION NO. _____ REMARKS _____

CITY OF SACHSE, TEXAS

S.H. 78 UTILITY RELOCATION
 12" WATER LINE
 STA. 245+00 TO STA. 255+00

HUNTER ASSOCIATES, INC.
 ENGINEERS/PLANNERS/SURVEYORS
 DALLAS, TEXAS 75244
 214-369-9171 214-454-8716

DESIGNED BY: B.A.M. SCALE: HOR. 1"=40'
 DRAWN BY: B.A.M. VER. 1"=5'
 APPROVED BY: H.B.J.
 JOB NUMBER: D91025E DATE: _____
 SHEET 6 OF 27

John Hunter
 3/10/14



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3530 **Version:** 1 **Name:** Serene Town Homes PP - CC
Type: Agenda Item **Status:** Agenda Ready
File created: 9/28/2016 **In control:** City Council
On agenda: 10/17/2016 **Final action:**
Title: Consider and act on a preliminary plat application for Serene Town Homes from Jim Koch, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within city limits.

Sponsors:

Indexes:

Code sections:

Attachments: [Staff Presentation](#)
[Proposed Plat](#)

Date	Ver.	Action By	Action	Result
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Title

Consider and act on a preliminary plat application for Serene Town Homes from Jim Koch, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within city limits.

Project Information

- Proposal to plat 131 lots (125 residential; 6 common)
- Applicant: Jim Koch
- Owner: Serene Global
- Size: Approximately 10.26 acres
- Site Attributes: undeveloped land
- Proposed Use: Single Family Residential Town Homes
- Current Zoning: PD (#33) for town homes (2016)
- The Planning & Zoning Commission unanimously recommended approval of the proposed preliminary plat on September 26th, 2016.

Staff Recommendation

- Per Staff's technical review, the proposed plat is in compliance with Sachse's subdivision regulations and zoning ordinance.
- Staff recommends approval of the proposed plat, subject to all conditions stipulated by the City Engineer & Building Official.
- Plat approval is not discretionary. If a plat meets all applicable standards and

regulations, State law requires the City to approve the plat.



SERENE TOWN HOMES PP

CITY COUNCIL

OCTOBER 17, 2016

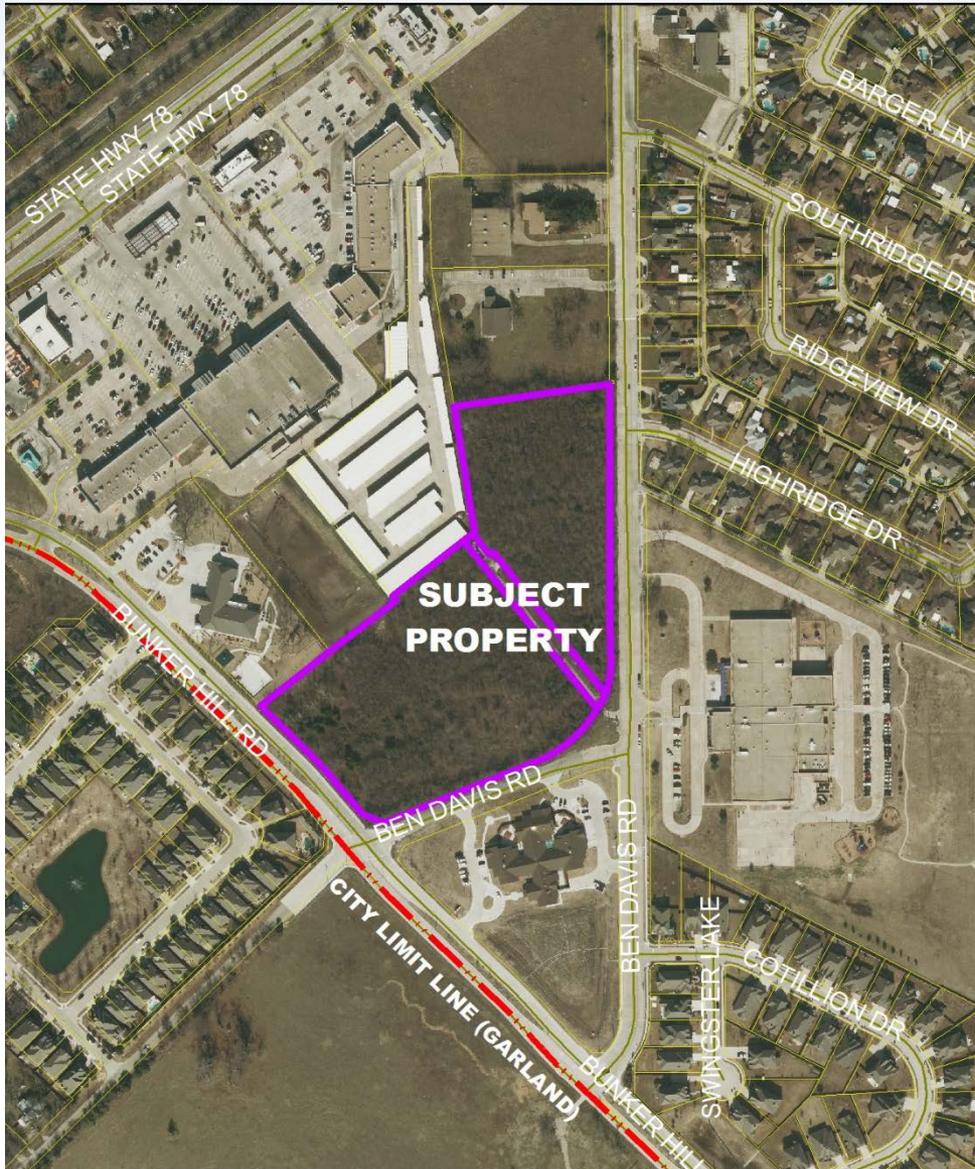
REQUEST

Consider and act on a preliminary plat application for Serene Town Homes from Jim Koch, generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within city limits.

PROJECT INFORMATION

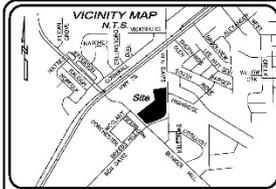
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- Size: Approximately 10.26 acres
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- Proposed Use: Single Family Residential Town Homes
- Current Zoning: PD (#33) for town homes (2016)
- The Planning & Zoning Commission unanimously recommended approval of the proposed preliminary plat on September 26th, 2016.

AERIAL MAP



The subject property is generally located north of the intersection of Ben Davis Road, Bunker Hill Road, and Ben Davis Road, within city limits.

PROPOSED PLAT



Typical Plotting Errors

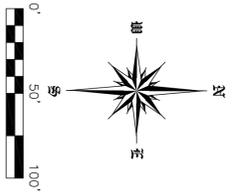
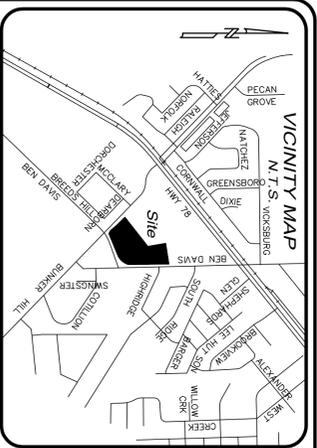
UNIT	MINOR	MAJOR	PERCENT
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1/8"	0.001	0.002	0.001
1/16"	0.001	0.002	0.001
1/32"	0.001	0.002	0.001
1/64"	0.001	0.002	0.001
1/128"	0.001	0.002	0.001
1/256"	0.001	0.002	0.001
1/512"	0.001	0.002	0.001
1/1024"	0.001	0.002	0.001
1/2048"	0.001	0.002	0.001
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STAFF RECOMMENDATION

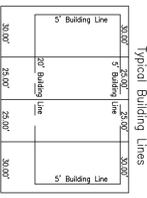
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- Staff recommends approval of the proposed plat, subject to all conditions stipulated by the City Engineer & Building Official.

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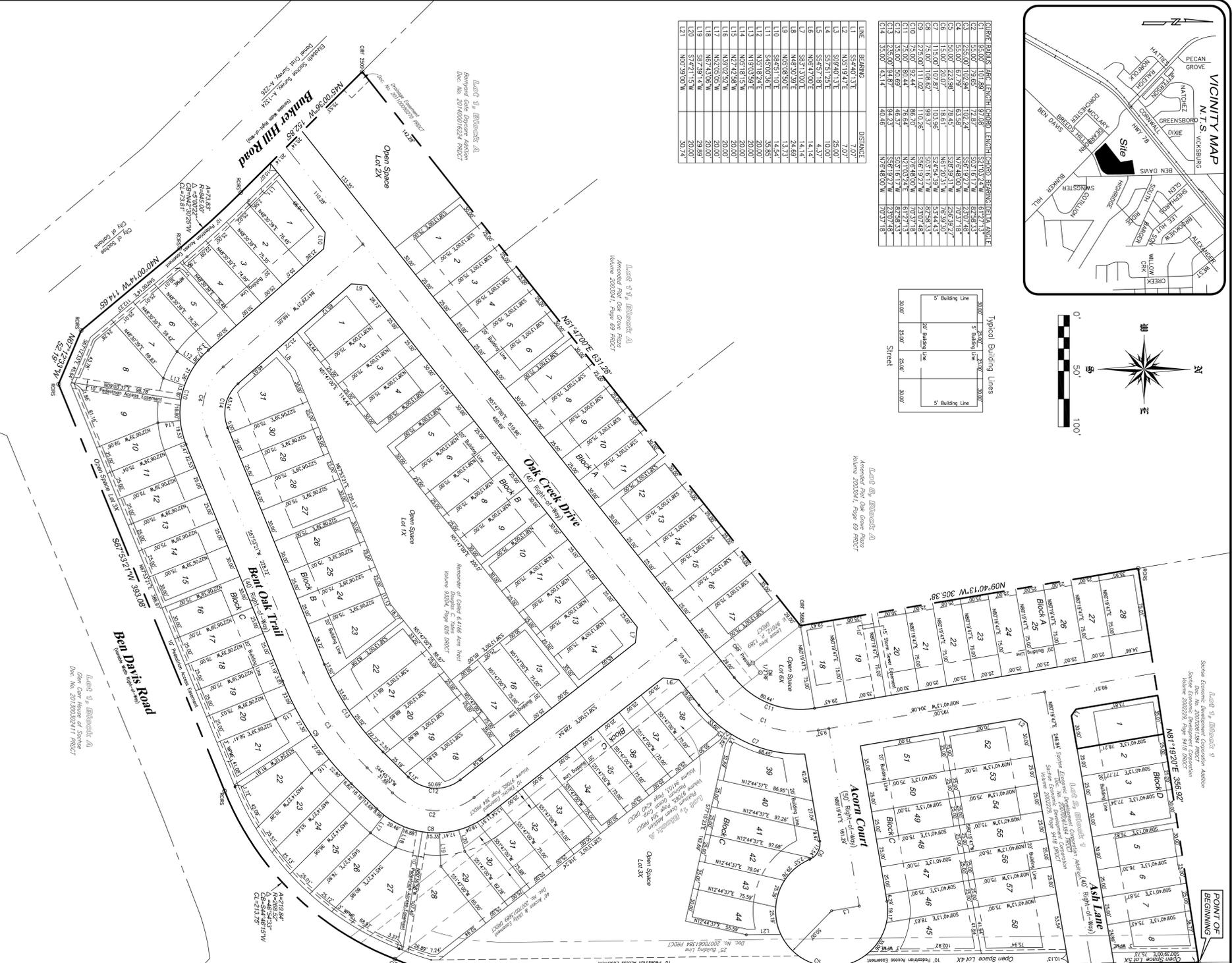
Plat approval is not discretionary. If a plat meets all applicable standards and regulations, State law requires the City to approve the plat.



LINE	BEARING	DISTANCE
L1	S84°40'12"E	7.07
L2	N83°19'47"E	7.07
L3	S09°40'13"E	25.00
L4	S57°51'25"E	10.00
L5	S84°57'18"E	4.57
L6	S84°57'18"E	4.57
L7	N84°51'00"E	14.14
L8	N48°50'39"E	24.69
L9	N02°58'50"E	13.73
L10	S84°51'07"E	14.54
L11	N83°18'24"E	20.00
L12	N19°03'59"E	20.00
L13	N02°18'15"W	20.00
L14	N02°42'58"W	20.00
L15	N02°18'15"W	20.00
L16	N82°02'32"W	20.00
L17	N67°43'06"W	20.00
L18	N67°43'06"W	20.00
L19	S87°29'14"W	29.89
L20	S72°21'15"W	30.74
L21	N02°31'00"W	30.74



LINE	BEARING	DISTANCE
L1	S84°40'12"E	7.07
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L3	S09°40'13"E	25.00
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L11	N83°18'24"E	20.00
L12	N19°03'59"E	20.00
L13	N02°18'15"W	20.00
L14	N02°42'58"W	20.00
L15	N02°18'15"W	20.00
L16	N82°02'32"W	20.00
L17	N67°43'06"W	20.00
L18	N67°43'06"W	20.00
L19	S87°29'14"W	29.89
L20	S72°21'15"W	30.74
L21	N02°31'00"W	30.74



LOT	Area (sq.ft.)
1	2,875
2	1,875
3	2,250
4	1,875
5	1,875
6	1,875
7	1,875
8	2,250
9	1,875
10	1,875
11	1,875
12	2,250
13	1,875
14	1,875
15	1,875
16	1,875
17	2,250
18	2,207
19	2,218
20	2,207
21	2,218
22	2,207
23	2,218
24	1,875
25	1,875
26	1,875
27	1,875
28	1,875
29	1,875
30	1,875
31	3,004

LOT	Area (sq.ft.)
1	2,875
2	1,875
3	2,250
4	1,875
5	1,875
6	1,875
7	1,875
8	2,250
9	1,875
10	1,875
11	1,875
12	2,250
13	1,875
14	1,875
15	1,875
16	1,875
17	2,250
18	2,207
19	2,218
20	2,207
21	2,218
22	2,207
23	2,218
24	1,875
25	1,875
26	1,875
27	1,875
28	1,875
29	1,875
30	1,875
31	3,004

LOT	Area (sq.ft.)	LOT	Area (sq.ft.)
1	2,750	30	1,899
2	1,896	31	1,878
3	2,250	32	1,875
4	1,878	33	2,250
5	2,276	34	2,250
6	1,891	35	1,875
7	2,080	36	1,875
8	3,411	37	1,875
9	3,228	38	2,629
10	1,861	39	2,961
11	1,875	40	2,303
12	1,875	41	2,508
13	1,875	42	2,146
14	1,875	43	1,893
15	2,250	44	2,319
16	2,250	45	2,746
17	2,250	46	1,897
18	2,134	47	1,875
19	1,875	48	1,875
20	1,875	49	1,875
21	2,218	50	1,875
22	2,207	51	2,692
23	2,218	52	2,613
24	1,875	53	1,875
25	1,875	54	1,875
26	1,875	55	1,875
27	1,875	56	1,875
28	1,875	57	1,875
29	1,875	58	1,875
30	1,875	59	1,875
31	3,004	60	3,341

LOT	Area (sq.ft.)	LOT	Area (sq.ft.)
1	2,750	30	1,899
2	1,896	31	1,878
3	2,250	32	1,875
4	1,878	33	2,250
5	2,276	34	2,250
6	1,891	35	1,875
7	2,080	36	1,875
8	3,411	37	1,875
9	3,228	38	2,629
10	1,861	39	2,961
11	1,875	40	2,303
12	1,875	41	2,508
13	1,875	42	2,146
14	1,875	43	1,893
15	2,250	44	2,319
16	2,250	45	2,746
17	2,250	46	1,897
18	2,134	47	1,875
19	1,875	48	1,875
20	1,875	49	1,875
21	2,218	50	1,875
22	2,207	51	2,692
23	2,218	52	2,613
24	1,875	53	1,875
25	1,875	54	1,875
26	1,875	55	1,875
27	1,875	56	1,875
28	1,875	57	1,875
29	1,875	58	1,875
30	1,875	59	1,875
31	3,004	60	3,341

LOT	Area (sq.ft.)	LOT	Area (sq.ft.)
1	2,750	30	1,899
2	1,896	31	1,878
3	2,250	32	1,875
4	1,878	33	2,250
5	2,276	34	2,250
6	1,891	35	1,875
7	2,080	36	1,875
8	3,411	37	1,875
9	3,228	38	2,629
10	1,861	39	2,961
11	1,875	40	2,303
12	1,875	41	2,508
13	1,875	42	2,146
14	1,875	43	1,893
15	2,250	44	2,319
16	2,250	45	2,746
17	2,250	46	1,897
18	2,134	47	1,875
19	1,875	48	1,875
20	1,875	49	1,875
21	2,218	50	1,875
22	2,207	51	2,692
23	2,218	52	2,613
24	1,875	53	1,875
25	1,875	54	1,875
26	1,875	55	1,875
27	1,875	56	1,875
28	1,875	57	1,875
29	1,875	58	1,875
30	1,875	59	1,875
31	3,004	60	3,341

LOT	Area (sq.ft.)	LOT	Area (sq.ft.)
1	2,750	30	1,899
2	1,896	31	1,878
3	2,250	32	1,875
4	1,878	33	2,250
5	2,276	34	2,250
6	1,891	35	1,875
7	2,080	36	1,875
8	3,411	37	1,875
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25	1,875	54	



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3539 **Version:** 1 **Name:** Executive session- CM & CS Evaluation Forms
Type: Agenda Item **Status:** Agenda Ready
File created: 10/10/2016 **In control:** City Council
On agenda: 10/17/2016 **Final action:**
Title: The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074(a)(1): Personnel regarding evaluation process for the City Manager and City Secretary.

Consider any action necessary as a result of Executive Session.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Executive Session - Section §551.074(a)(1): Personnel - Evaluation Process: City Manager and City Secretary

Background

None

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Conduct Executive Session as appropriate.