Tuesday, September 8, 2020
City Council Combined Meeting

This meeting will begin at 6:30 p.m.

This meeting will be closed to in person attendance by the public.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Citizens may join the Zoom Meeting by logging on at: https://us02web.zoom.us/j/86725866337
Or Telephone: (Toll Free) 877-853-5247
Webinar ID: 867 2586 6337

Members of the public who wish to submit their written comments on a listed agenda item must submit their comments by filling out the public meeting speaker form at: http://www.cityofsachse.com/328/Agendas-Minutes-Videos or by visiting the Agendas & Minutes button on the homepage of the City's website.

Comments must be received before 4:00 p.m. on Tuesday, September 8, 2020.

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

As authorized by Section 551.071(2) of the Texas Government Code, these meetings 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.

A. 6:30 PM WORKSHOP MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Workshop Meeting on Tuesday, September 8, 2020 at 6:30 p.m. to consider the following items of business:

2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel - regarding the annual review of the City Secretary.

3. Discussion of City Council meeting agenda items.

4. Adjournment.

B. 7:00 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Tuesday, September 8, 2020 at 7:00 p.m. to consider the following items of business:

2. Invocation and Pledges of Allegiance.

C. Special Announcements

1. Mayor and City Council announcements regarding special events, current activities, and local achievements.

D. Citizen Input

1. Citizen Input: We request citizens wishing to use the chat function state their name, address, and question for the record. However, if your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments using the chat function. 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. Issues raised may be referred to City Staff for research and possible future action.

E. 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 Councilmember or citizen so requests.

1. Approve the minutes of the August 17, 2020, combined meeting.

2. Approve the minutes of the August 22, 2020, workshop meeting.

3. Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.

4. Accept the monthly revenue and expenditure report for the period ending July 31, 2020.

5. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. Take any action as a result of Executive Session.

2. Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the CARES Act.

3. Consider authorizing the City Manager to negotiate and execute a contract with Dude Solutions Inc. for land development permitting software (SmartGov) in an amount not to exceed seventy-one thousand, four hundred sixty-one dollars and forty-two cents ($71,461.42).

4. Consider authorizing the City Manager to negotiate and execute a contract with DataVox for replacement of existing and new additional camera and security badge access doors in an amount not to exceed two hundred and two thousand, four hundred and ninety-four dollars and sixty cents ($202,494.60).

5. Receive an annual update from Community Waste Disposal (CWD), the City's solid waste and recycling services provider.

6. Consider approving and adopting a resolution amending the Master Fee Schedule by amending ambulance services, engineering, development services, fire hydrant meters, refuse services fees and water and wastewater fees and providing an effective date.

7. Consider an ordinance authorizing certain budget amendments pertaining to the fiscal year 2019-2020 budget.

8. Conduct a public hearing on the proposed 2020-2021 fiscal year budget.

9. Consider an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021.

10. Consider an ordinance levying ad valorem taxes for the year 2020 (Fiscal Year 2020-2021) at a rate of $0.72 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2020.

11. Consider approving an amendment to the construction contract for the Southeast Sewer Lift Station project with Red River Construction Company in the amount not to exceed sixty-six thousand, nine hundred and ten dollars and ninety-eight cents ($66,910.98) and authorizing the City Manager to execute such agreement.

12. Consider the immediate replacement of two (2) LifePak15 cardiac monitors utilizing the Vehicle and Equipment Replacement Fund (VERF) in the amount of sixty-six thousand five hundred ninety-nine dollars and seventy-two cents ($66,599.72).

13. Consider a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for the Sachse Public Improvement District No. 1 at the Station and call for a public hearing to be held during the Regular City Council Meeting on Monday, October 19, 2020, regarding the levy of assessments against property in such Public Improvement District.

14. Consider a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for the operation and maintenance of the Sachse Public Improvement District No. 1 at the Station and calling for a public hearing to be held during the Regular City Council Meeting on October 19, 2020, regarding the levy of operation and maintenance assessments against property in such Public Improvement District.

15. Consider a resolution calling a public hearing for the Regular City Council Meeting on Monday, September 21, 2020, under Section 311.003 of the Texas Tax Code for the amendment of Tax Increment Reinvestment Zone Number Two, City of Sachse, Texas, containing approximately 120 acres of land generally located north of President George Bush Turnpike and being wholly located within the corporate limits of the City of Sachse; and authorizing the issuance of notice by the City Secretary of the City of Sachse, Texas, regarding the public hearing.

G. Regular Meeting Closing

1. Adjournment.

I, the undersigned authority, do hereby certify that this notice of meeting was posted in accordance with the regulations of the Texas Open Meetings Act and was posted on the bulletin board, an accessible location at Sachse City Hall.

Michelle Lewis Sirianni

Michelle Lewis Sirianni, City Secretary

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Lauren Rose, ADA Coordinator, via phone at 972.429.4770, via email at lrose@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel - regarding the annual review of the City Secretary.
Access	Public
Type	Closed Session

Public Content

BACKGROUND
Historically, the City Council has conducted a performance review of the City Secretary every six months from the date of hire. Currently, the annual review of the City Secretary is conducted in September and the mid-year review is conducted in March.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Conduct Executive Session as appropriate.

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	E. 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 Councilmember or citizen so requests.
Subject	1. Approve the minutes of the August 17, 2020, combined meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for Aug 17, 2020 - City Council Combined Meeting

Public Content

BACKGROUND
Minutes of the August 17, 2020, combined meeting.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Approve the minutes of the August 17, 2020, combined meeting.

08.17.20 Minutes.pdf (122 KB)

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 Councilmember or citizen so requests.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

AUGUST 17, 2020

The City Council of the City of Sachse held a regular meeting on Monday, August 17, 2020, at 6:30 p.m. via virtual teleconference. Those present were Mayor Mike Felix, Mayor Pro Tem Michelle Howarth, Councilmembers Brett Franks, Paul Watkins, Chance Lindsey, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Parks and Recreation Director, Lance Whitworth; IT Manager, Danny Wheeler; Recreation Manager, Cynthia Wiseman; Strategic Services Manager, Lauren Rose; Finance Director, Teresa Savage; Public Works and CIP Director, Corey Nesbit; Development Services Director, Matt Robinson; Economic Development Corporation CEO, Leslyn Blake; Human Resources Director, Melinda Walter; Fire Chief, Marty Wade, Fire Deputy Chief, Lee Richardson, and Police Chief, Bryan Sylvester.

Mayor Felix opened the workshop meeting at 6:30 p.m.

MASTER FEE SCHEDULE: Discuss amending the Master Fee Schedule by amending ambulance services, engineering, development services, fire hydrant meters, and water and wastewater rates and providing an effective date.

Mrs. Savage presented proposed changes to the Master Fee Schedule including the update of ambulance services, adding a right-of-abandonment application fee in Development Services, lowering the construction inspection after hours fee in Engineering, updating fees for fire hydrant meters in Public Works, and making wastewater rate schedule changes in Utilities. Mrs. Savage requested feedback from the City Council and stated the City Council will consider adopting the changes at its September 8 meeting.

The City Council discussed the changes with requests for more examples regarding the type of meter tampering that is occurring.

PROPOSED FY 2020-2021 BUDGET: Discuss the City Manager's Proposed Budget for programs and services for the 2020-2021 fiscal year.

Mrs. Savage presented the proposed budget for the 2020-2021 fiscal year. Mrs. Savage reviewed the truth in taxation information; General Fund revenue and summaries; Departmental summaries; Utility Fund revenue and summaries; Debt Service summary; the vehicle/equipment replacement fund (VERF); Supplementals in the General and Utility funds; the capital budget, and fund summaries.

No comments were made by the City Council.

REGULAR AGENDA ITEMS:

Consider receipt of the City Manager's Proposed Budget for programs and services for the 2020-2021 fiscal year.

Mrs. Nash stated this item is a required step. A public hearing on the budget is scheduled for the September 8 City Council meeting.

Mayor Felix read the following comments into the record.

Matthew Holboke, 5511 Oakridge Circle, stated "by the City's own standards Bailey Road has a PASER rating of one (1). Why no money for Bailey Road? The curb appeal is terrible."

Mrs. Nash stated when a street has received a PASER rating of one (1), the road has failed. Therefore, it would not make sense to spend monies on an overlay or patch repair on this road. However, the City Council will be discussing again with a possible Bond. As is today, it would cost four (4) million dollars to rebuild as a concrete two-lane road with curb and gutter and utility work.

Mrs. Wiseman read the following comments into the record.

Kirk Wood, 6322 Falcon Crest, asked if the City could pay with unreserved funds.

Mrs. Nash commented that there are several options, but the use of the unreserved fund balance needs to be part of a larger policy discussion with the City Council.

Councilman Watkins made a motion to accept receipt of the City Manager's Proposed Budget for programs and services for the 2020-2021 fiscal year. Councilman King seconded that motion and the motion was unanimously approved.

Consider placing a proposal to adopt a tax rate of $0.720000 per $100 of assessed property values for the 2020-2021 fiscal year as an action item on the September 8, 2020, City Council meeting.

Mrs. Savage stated the proposed tax rate is lower than the No-New Revenue rate, the Voter-Approval rate, and the De Minimis Rate as determined by Dallas County. Therefore, no public hearing is required, and the meeting can be held virtually. A public hearing on the budget will take place on September 8.

Councilman King made a motion to adopt a tax rate of $0.720000 per $100 of assessed property values for the 2020-2021 fiscal year as an action item on the September 8, 2020, City Council meeting. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

Conduct a public hearing to consider an ordinance amending the Code of Ordinances by amending Chapter 12 by continuing and readopting Section 12-1 "Curfew for Minors".

for the development. Funds for this purchase will come from the fees paid by PMB when The Station Phase I Final Plat was filed. Mr. Robinson noted at the August 6 Parks and Recreation Board meeting, the board recommended approval of the donation of land in lieu of park development fees. Staff is recommending approval.

Councilman King asked who would be maintaining the ongoing maintenance of the park and if other citizens would be able to take advantage of the park. Mrs. Nash noted PMB would be maintaining through the PID assessment(s).

Councilman Franks stated that at the Park and Recreation Board meeting, the members commented that if the City were to fully outfit this park, it would take years to accomplish due to funding limitations, and with this route, the City is inheriting a fully functioning park. He commented that he also walked the property and there will be designated on-street parking allowing for others to take advantage of the park.

Councilman King made a motion to approve authorizing the City Manager to negotiate and execute a Purchase and Sale Agreement with PMB Station Developer LLC. to purchase a 1.73 acre property for City parkland. Councilman Lindsey seconded that motion and the motion was unanimously approved.

Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the CARES Act.

Mrs. Nash presented an update that included a reminder of the funding received by both counties from the CARES Act and the guidance on how those funds may be used. She stated staff received a detailed request from 5 Loaves covering projects that they would like get assistance on from the City. The City was able to justify $157,700 in project expenses based on the Treasury use guidelines for CARES Act funds. Staff submitted a detailed proposal to Dallas County, which was approved. It was noted that Dallas County also asked if the City would be willing to assist other cities with similar types of projects due to the nature of the request. Mrs. Nash outlined the details of the project and if approved by the City Council, the development of an MOU would be drafted.

Mrs. Nash also briefed the City Council on the upcoming agenda items regarding building modifications. The plan includes the enclosure of office on the second floor, the relocation of existing cubicles to allow for greater social distancing, and the relocation of the second-floor reception area to the rotunda. If approved, modifications will begin on Tuesday, August 18.

Staff continues to work on items outlined in the original plan and is closely monitoring the guidance set forth by Dallas and Collin counties, as well as the state and federal governments.

Councilman King stated he is pleased with the 5 Loaves submission and requested if possible an automatic door for the Community Center.

Councilman Franks stressed his concern of funds being available later if needed.

No further comments were made.

six hundred twenty-nine dollars ($211,629.00). Councilman Watkins seconded that motion and the motion was unanimously approved.

Discuss and consider authorizing the City Manager to execute an agreement for the purchase, design, and installation of furniture with Workplace Solutions for the City Hall Building renovation project in an amount not to exceed seventy-three thousand one hundred fifty dollars and zero cents ($73,150.00).

Mr. Whitworth stated this is a continuation from the previous item for the agreement with Workplace Solutions. Staff has added a 10% contingency fee onto the bid. Staff recommends approval.

Councilman King made a motion to approve authorizing the City Manager to execute an agreement for the purchase, design, and installation of furniture with Workplace Solutions for the City Hall Building renovation project in an amount not to exceed seventy-three thousand one hundred fifty dollars and zero cents ($73,150.00). Mayor Pro Tem Howarth seconded that motion and the motion was unanimously approved.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:52 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	E. 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 Councilmember or citizen so requests.
Subject	2. Approve the minutes of the August 22, 2020, workshop meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for Aug 22, 2020 - City Council Workshop Meeting

Public Content

BACKGROUND
Minutes of the August 22, 2020, workshop meeting.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Approve the minutes of the August 22, 2020, workshop meeting.

08.22.20 Minutes SP.pdf (31 KB)

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 Councilmember or citizen so requests.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

AUGUST 22, 2020

The City Council of the City of Sachse held a workshop meeting on Saturday, August 22, 2020, at 8:00 a.m. at The Grove at Frisco Commons, 8300 McKinney Road, Frisco, Texas. Those present were Mayor Mike Felix; Mayor Pro Tem Michelle Howarth; Councilmembers Brett Franks, Cullen King, Chance Lindsey, and Jeff Bickerstaff; City Manager, Gina Nash; Strategic Services Manager, Lauren Rose; Finance Director, Teresa Savage; and Financial Advisor to the City of Sachse, Jason Hughes. Councilmember Paul Watkins participated remotely via Microsoft Teams.

Mayor Felix opened the workshop meeting at 8:28 a.m.

STRATEGIC PLANNING: Discussion regarding strategic planning and the development of goals and objectives for the City of Sachse including Planning, Economic Development and transportation.

The Mayor and Council received a presentation about strategic planning, including the development of goals and objectives relative to planning, economic development, and transportation. Presentations were made by Gina Nash, Lauren Rose, Teresa Savage, and Jason Hughes.

The City Council discussed top areas of importance that they would like to see staff focus on for in the upcoming fiscal year.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 2:48 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	E. 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 Councilmember or citizen so requests.
Subject	3. Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content

BACKGROUND

This Interlocal Agreement is renewed on an annual basis and requires City Council approval. As indicated in the Agreement, Dallas County will perform a minimum of two inspections for each food establishment and any additional follow-up inspections. The City will collect and submit to Dallas County a minimum of $150 from each food establishment and $75 for each additional follow-up inspection. Additionally, the Agreement also addresses the environmental health services associated with vector and/or mosquito control through ground applications. This agreement is effective October 1, 2020, through September 30, 2021.

OVERVIEW

This Agreement includes Food Establishment Inspections and Environmental Health Services. Both are described below:

- **Food Establishment Inspections:** The City of Sachse simply acts as a collection agent for fees associated food establishment inspections. The food establishment pays the fee directly to the City of Sachse and the City then remits the money to Dallas County on an annual basis.
- **Environmental Health Services:** Environmental Health Services addresses Vector and/or Mosquito Control. These services only include ground application services upon written request by the City of Sachse to Dallas County. Ground application services are limited to ground spraying of pesticides by County vehicles ("adulticiding") and application of larvacide to standing water.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.

Food Establishment Agreement 2020-2021.pdf (179 KB)

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 Councilmember or citizen so requests.

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT FOR FOOD**
	§	**ESTABLISHMENT INSPECTION AND**
	§	**ENVIRONMENTAL HEALTH SERVICES BETWEEN**
	§	**DALLAS COUNTY, ON BEHALF OF DALLAS**
	§	**COUNTY HEALTH AND HUMAN SERVICES, AND**
COUNTY OF DALLAS	§	**CITY OF SACHSE**

SECTION 1: PARTIES

This Interlocal Agreement ("Agreement") is made by and between the City of Sachse ______________________, Texas ("City"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively "County" or "DCHHS"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as "Party", or collectively, as the "Parties".

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2021 unless otherwise stated in this Agreement. ("Term")

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;

B. Additional follow-up inspections will be performed as deemed necessary by the County;

C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;

D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;

E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

A. The City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars ($150.00) per a Term.

B. Beginning with the third inspection of a food establishment, the City will pay a Seventy Five and 00/100 Dollars ($75.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect Seventy Five and 00/100 Dollars ($75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due.. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes ("adulticiding"), and treating standing water with larvicide ("larvaciding").

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

1) Indicate the areas and amount of acres to be sprayed; and

2) Pay the City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act".

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

1) Lack of, or reduction in, funding or resources;

2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;

3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;

4) The City's improper, misuse or inept use of funds or resources; and/or

5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY
Clay Lewis Jenkins, County Judge
Dallas County
411 Elm St, 2nd Floor
Dallas, Texas 75202

CITY
Gina Nash, City Manager
City of Sachse
3815 Sachse Rd., Building B
Sachse, TX 75048

W/copy to:
Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the ______ City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS _________ DAY OF ________________ 2020. ("Effective Date")

FOR DALLAS COUNTY:

____
BY: Clay Lewis Jenkins
County Judge

DATE: _______________________________

Recommended:

____
BY: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

RUSSELL RODEN
CHIEF, CIVIL DIVISION

____
BY: James R. Palomo
Assistant District Attorney

FOR CITY:

____
BY: _______________________________
City Manager/Mayor

DATE: _______________________________

Recommended (CITY):

____
BY: _______________________________
Title: _______________________________

Approved as to Form (CITY):

____
BY: _______________________________
Title: _______________________________

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. 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).

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	E. 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 Councilmember or citizen so requests.
Subject	4. Accept the monthly revenue and expenditure report for the period ending July 31, 2020.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 08, 2020
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending July 31, 2020.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, Sachse Economic Development Corporation, and Sachse Municipal Development District.

POLICY CONSIDERATIONS

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

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending July 31, 2020.

All Funds-7-31-20.pdf (110 KB)

Sales Tax Analysis September.pdf (80 KB)

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 Councilmember or citizen so requests.

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2020

(Unaudited)

GENERAL FUND

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	$ 12,586,210	$ 30,249	$ 12,804,359	101.73%	
Sales Tax	1,633,000	100,632	1,592,103	97.50%	
Franchise Fees	1,809,027	180,576	1,552,184	85.80%	
Licenses and Permits	579,500	63,095	884,129	152.57%	
Service Fees	833,000	81,648	1,253,344	150.46%	
Fines	250,000	18,056	183,090	73.24%	
Interest Income	100,000	11,084	154,878	154.88%	
Miscellaneous Income	432,853	27,528	277,504	64.11%	
Intergovernmental Revenue	1,363,897	113,658	1,136,581	83.33%	
Total Revenue	**$ 19,587,487**	**$ 626,526**	**$ 19,838,172**	**101.28%**	
Expenditure Summary					
City Manager	$ 752,099	$ 49,988	$ 554,082	73.67%	
City Secretary	192,702	11,239	195,446	101.42%	C
Human Resources	393,974	31,171	299,680	76.07%	
Finance	684,177	40,599	458,847	67.07%	
Municipal Court	242,307	20,115	169,714	70.04%	
Parks	990,022	87,924	766,309	77.40%	B
Senior Programs	175,778	9,616	132,747	75.52%	
Library Services	520,532	44,150	398,255	76.51%	
Community Development	721,743	49,700	539,433	74.74%	
Streets & Drainage	2,279,892	91,014	1,957,802	85.87%	D
Facility Maintenance	568,276	25,146	425,009	74.79%	
Police	5,436,091	375,568	4,312,929	79.34%	
Animal Control	236,067	13,299	177,926	75.37%	
Fire/EMS	4,541,005	355,353	3,963,027	87.27%	
Combined Services	407,310	27,584	381,041	93.55%	A
Recreation	332,695	19,377	228,512	68.68%	B
City Engineer	347,000	21,479	207,207	59.71%	
Information Technology	741,473	25,520	469,896	63.37%	
Total Expenditures	**$ 19,563,143**	**$ 1,298,842**	**$ 15,637,862**	**79.94%**	
Total Revenue Over/Under Expenses	**$ 24,344**	**$ (672,316)**	**$ 4,200,310**		

Explanation of Major Variances:

A Total annual property and liability premium paid in October

B Recreation is a separate department for FY2020, but included in Parks for FY2019

C Special Election costs posted in December

D Department includes $800,000 CIP Transfer which was posted in April

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2020

(Unaudited)

UTILITY FUND

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Water Revenue	$ 6,945,622	$ 1,071,856	$ 6,046,760	87.06%	
Sewer Revenue	4,790,920	414,827	4,058,028	84.70%	
Drainage Revenue	210,000	17,217	192,506	91.67%	
Fees	164,500	17,284	129,019	78.43%	
Interest Income	150,000	10,725	163,333	108.89%	
Transfer In-Impact Fee	1,047,000	-	1,047,000	100.00%	
Miscellaneous Income	-		23,698		
Total Revenue	**$ 13,308,042**	**$ 1,531,908**	**$ 11,660,344**	**87.62%**	
Expenditure Summary					
Utility Administration	$ 430,387	$ 45,484	$ 358,595	83.32%	
Water Operations	6,227,956	519,176	5,684,430	91.27%	**A**
Sewer Operations	4,405,115	221,774	3,156,292	71.65%	
Drainage Projects	100,000		62,500	62.50%	
Total Expenditures	**$ 11,163,457**	**$ 786,434**	**$ 9,261,817**	**82.97%**	
Total Revenue Over/Under Expenses	**$ 2,144,585**	**$ 745,474**	**$ 2,398,527**		

Explanation of Major Variances:

A Includes $507,000 transfer to Capital Projects for Sachse Road

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2020

(Unaudited)

Debt Service Fund

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Property Tax	$ 4,713,027	$ 11,169	$ 4,799,479	101.83%	
Interest Income	8,000	177	15,410	192.62%	
Miscellaneous Receipts					
Total Revenue	**$ 4,721,027**	**$ 11,346**	**$ 4,814,889**	**101.99%**	
Expenditure Summary					
Fees	$ 42,320	$ 400	$ 36,147	85.41%	B
Principal	3,420,000		3,420,000	100.00%	A
Interest	1,353,750		687,787	50.81%	A
Transfer Out-Utility Fund					
Total Expenditures	**$ 4,816,070**	**$ 400**	**$ 4,143,934**	**86.04%**	
Total Revenue Over/Under Expenses	**$ (95,043)**	**$ 10,946**	**$ 670,955**		

A Principal payments are due in February and interest payments in February and August

B Includes Financing Costs on 2019 Tax Notes all incurred in October

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2020

(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	$ 775,000	$ 56,419	$ 789,524	101.87%	
Other Income	$ 12,500	$ -	$ 2,166	17.33%	
Interest Income	4,000	510	12,897	322.44%	A
Total Revenue	**$ 791,500**	**$ 56,929**	**$ 804,587**	**101.65%**	
Expenditure Summary					
Expenditures	808,349	58,115	599,333	74.14%	
Total Expenditures	**$ 808,349**	**$ 58,115**	**$ 599,333**	**74.14%**	
Total Revenue Over/Under Expenses	**$ (16,849)**	**$ (1,186)**	**$ 205,255**		

Explanation of Major Variances:

A Allocation of pooled money market better than projected

City of Sachse

Monthly Revenue and Expenditure Report

June 30, 2020

(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	$ 355,000	$ 26,595	$ 369,642	104.12%	
Other Income	$ -				
Interest Income	1,000	174	347		
Total Revenue	**$ 356,000**	**$ 26,769**	**$ 369,989**	103.93%	
Expenditure Summary					
Expenditures	80,000	132	79,846	99.81%	
Total Expenditures	**$ 80,000**	**$ 132**	**$ 79,846**	99.81%	
Total Revenue Over/Under Expenses	**$ 276,000**	**$ 26,637**	**$ 290,142**		

Explanation of Major Variances:

CITY OF SACHSE
2019/2020 SALES TAX ANALYSIS

FY 2019	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	208,112	118,915	118,915	9.75%
November	295,677	168,950	287,865	19.52%
December	216,610	123,771	411,635	27.91%
January	230,470	131,690	543,326	36.84%
February	337,215	192,685	736,011	49.90%
March	209,463	119,687	855,698	58.01%
April	200,166	114,375	970,073	65.77%
May	290,146	165,789	1,135,862	77.01%
June	186,681	106,670	1,242,532	84.24%
July	233,228	133,266	1,375,798	93.27%
August	309,283	176,724	1,552,523	105.26%
September	239,512	136,857	1,689,380	114.53%
TOTAL	2,956,564	1,689,380		
BUDGET		1,475,000		

FY 2020	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	240,829	137,609	137,609	8.63%
November	316,904	181,079	318,688	19.98%
December	252,331	144,182	462,870	29.02%
January	272,241	155,558	618,429	38.77%
February	401,877	229,633	848,061	53.17%
March	250,829	143,324	991,385	62.16%
April	224,183	128,098	1,119,483	70.19%
May	332,834	190,181	1,309,665	82.11%
June	273,969	156,546	1,466,211	91.93%
July	197,476	112,838	1,579,048	99.00%
August	372,977	213,119	1,792,167	112.36%
September				
TOTAL	3,136,450	1,792,167		
BUDGET		1,595,000		

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	1. Take any action as a result of Executive Session.
Access	Public
Type	Action
Recommended Action	Motion to

Public Content

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	2. Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the CARES Act.
Access	Public
Type	Discussion, Information

Public Content

CARES Act/COVID-19 Update

City Council

September 8, 2020

The City of SACHSE

CARES Act Federal Guidance

- The CARES Act provides that payments from the Fund may only be used to cover costs that-
  - Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - Were not accounted for in the budget most recently approved as of March 27, 2020 for the State or government; and
  - Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

  - Although a broad range of uses is allowed, revenue replacement is <u>not a permissible use of Fund payments</u>

The City of SACHSE

County Updates-Dallas

- Dallas County notified cities that it has changed the deadline for funding request submissions
- Funding submission requests are now due to the County by **October 31, 2020**
- This may have an impact on the sequencing of briefing Council about County projects, as staff may need to seek approval from the Council **before** briefing the County

Dallas County
Commissioners Court Administration

Clay Lewis Jenkins
County Judge

Dr. Theresa M. Daniel
Commissioner
Precinct 1

J.J. Koch
Commissioner
Precinct 2

John Wiley Price
Commissioner
Precinct 3

Dr. Elba Garcia
Commissioner
Precinct 4

Darryl Martin
Commissioners Court
Administrator

Charles Reed
Assistant
Administrator

September 1, 2020

Dear City Leadership,

I hope this letter finds you, your family, and your community safe during this time. The purpose of this notice is to inform you of important deadlines regarding utilizing your CARES Act Coronavirus Relief Funding allocations from Dallas County.

Per Treasury CARES Act requirements, recoupment by the Department of Treasury for amounts received from the fund that were not used to cover costs incurred by December 30, 2020, must be returned. Additionally, the primary recipient of the funds, Dallas County, is responsible for any funds, including those transferred to other governmental entities, that will be recouped by the Department of Treasury. In preparation for this, we ask that you take the necessary steps to comply with the CARES Team deadlines for the following items.

Proposal requests for any remaining 80% allocations must be submitted by **October 31, 2020**. This will allow us to ensure these requests are reviewed, approved, and processed before the November 30, 2020 spending deadline. Per each city's executed ILA, services and deliverables shall be completed by **November 30, 2020**, and any unspent allocations should be returned by **December 11, 2020**. Cooperation with these Dallas County guidelines will enable our team to comply with the Federal CARES Act funding reporting and recoupment requirements in a timely manner.

Please refer to the 06/30/20 U.S. Treasury Coronavirus Relief Fund (CRF) Guidelines and 08/10/20 FAQs for information on what type of expenditures are eligible for CARES funding. The CARES Team Municipal Reporting & Request Guidelines and the Department of the Treasury Office of Inspector General Coronavirus Relief Fund Reporting & Record Retention Requirements include guidance on what type of documents can be used for reporting purposes.

We appreciate all your efforts in working with the Dallas County CARES team to ensure this critical funding is used to help Dallas County communities through this unprecedented public health crisis and its economic impacts. We understand that your municipalities are on the front lines of the COVID-19 pandemic.

The City of
SACHSE

County Updates-Dallas

Dallas County Emergency Business Assistance Program Overview

Dallas County believes in the power of small business. The goal of the EBAP is to quickly provide eligible small businesses up to $50,000 in emergency financial assistance in the form of a forgiveable loan.

Businesses must meet eligibility requirements, including being located in Dallas County (except the City of Dallas) and demonstrate a decrease in revenue of at least 25% due to COVID-19

1. Pre-applications will be accepted between August 10 and August 23, 2020
2. After answering the first 11 questions in the pre-application, you will be notified whether you appear to be eligible for an EBAP loan
3. If you appear to be eligible for an EBAP loan, you will be required to answer additional questions. If you do not answer all of the questions, your pre-application will not be considered
4. Late pre-applications will not be accepted
5. All pre-applications may be completed online at **https://www.surveymonkey.com/r/EBAP3**
6. The pre-application is available in English and Spanish
7. You may use your smartphone, tablet, or desktop to submit a pre-application
8. Please attempt to fill out the pre-application online first. If you still have questions about the application, leave a voicemail message at 214-845-7673 or email NTXsmallbiz@ndconline.org. Your message will be returned within one business day
9. The third-party administrator for the EBAP is the National Development Council (NDC), a national economic development non-profit. You can learn more about NDC and the EBAP here https://ndconline.org/ntxsmallbiz/
10. Not all eligible businesses will be invited to submit a full loan application. After the pre-application period closes, NDC will use a randomized selection process to select the eligible businesses that will be invited to submit a full application

https://ndconline.org/ntxsmallbiz/ NDC 50 Email: ntxsmallbiz@ndconline.org Phone: (214) 845-7673

- Emergency Business Assistance Program (EBAP) recently completed its third round of funding
- City asked EDC for assistance in promoting the option to local businesses
- All of the original $30 million in Dallas County funds were still not exhausted, so the County is working to determine whether it will do a fourth round or not
- TBD on status of City's $100,000 contribution towards the EBAP

The City of SACHSE

County Updates-Collin County

- Collin County recently announced a similar emergency business assistance program
- Businesses located within Collin County, exclusive of the City of Dallas are eligible
- Up to a $25,000 grant per business will be awarded for eligible businesses that have experienced a gross revenue loss of greater than 15% due to the COVID-19 pandemic
- Qualified businesses will receive up to $5,000 for eligible reimbursable expenses, unless satisfactory additional documentation is provided showing actual incurred costs of up to the $25,000 maximum
- Application period: September 4 – September 25, 2020
- City notified EDC and Chamber of new opportunity for Collin County businesses and will continue to promote on our platforms

The City of
SACHSE

Sachse Project Updates

The City of
SACHSE

CARES Act Projects-Community Outreach

- **5 Loaves Community Outreach**
  - MOU drafted and sent to 5 Loaves; 5 Loaves staff introduced to City CARES Act Team
- **Building Modification Project**
  - In process
  - Phase two with additional plexiglass partitions and separated work spaces in process
- **Telecommuting Enhancements**
  - Permitting software approved by Dallas County; on agenda for award tonight
  - Laptops, phones have been purchased and are being deployed
  - Finalizing submission for contact tracing (cameras and badge readers)
  - Scanning project for Development Services-in process of being developed
- **Public Safety**
  - Risk assessment approved by Dallas County
  - PPE, sanitizing, and other items being purchased as needed for public safety staff
  - 75% FEMA funding eligibility on certain public safety items

The City of SACHSE

Next Steps

- Staff will continue to work on the items outlined in the original plan approved by the City Council
  - Now working under the new submission deadline of October 31, 2020 so the City is no longer taking new funding requests from departments unless they for emergencies
- Staff is also closely monitoring the guidance and is participating in weekly phone calls with Dallas County
- Staff is following all reporting requirements for both Dallas and Collin counties

The City of SACHSE

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	3. Consider authorizing the City Manager to negotiate and execute a contract with Dude Solutions Inc. for land development permitting software (SmartGov) in an amount not to exceed seventy-one thousand, four hundred sixty-one dollars and forty-two cents ($71,461.42).
Access	Public
Type	Action, Discussion, Information
Fiscal Impact	No
Budgeted	Yes
Budget Source	Cares Act Funding
Recommended Action	Authorize the City Manager to negotiate and execute a contract with Dude Solutions Inc. for land development permitting software (SmartGov) in an amount not to exceed seventy-one thousand, four hundred sixty-one dollars and forty-two cents ($71,461.42).

Public Content

BACKGROUND

The City of Sachse received an allocation of CARES Act funds from both Dallas County and Collin County on a per capita basis. These funds were allocated to the City to help mitigate the spread and effects of the COVID-19 pandemic.

Cities have been able to utilize the funds received to assist in mitigating the effects of the virus on communities including expenses related to the expansion of telecommuting capabilities for public employees to enable compliance with COVID-19 health precautions. As part of this expansion of telecommuting capabilities, the SmartGov online permitting software has been evaluated and found to meet the needs of the City while providing online processing, permitting and payment for building and development projects.

This project will be funded through the CARES Act. As a reminder, the City of Sachse submitted this project for funding approval to Dallas County. The Dallas County CARES Act team reviewed and approved the City's proposal. The submission letter and the associated approval letter are attached for reference.

OVERVIEW

The City Council was briefed at their June 15, 2020 workshop meeting on the proposal to add land development software as part of the CARES Act funds distributed to the City. Dallas County reviewed and approved the request for the City of Sachse to use a portion of its CARES Act funds to use for land development permitting software. The original submission along with the approval letter are attached for reference.

POLICY CONSIDERATIONS

Funding pre-approval is only required for the use of Dallas County funds, but the City has taken the approach of seeking funding pre-approval through Dallas County and then applying a per capita allocation of funds (67% Dallas County, 33% Collin County) for each of its proposed CARES Act projects.

RECOMMENDATION

Authorize the City Manager to negotiate and execute a contract with Dude Solutions Inc. for land development permitting software (SmartGov) in an amount not to exceed seventy-one thousand, four hundred sixty-one dollars and forty-two cents ($71,461.42).

Dallas County Approval Letter - Permitting Software.pdf (374 KB)

City of Sachse Funding Request No. 3-Permitting Software Project.pdf (479 KB)

Staff Presentation - SmartGov .pdf (1,092 KB)

SmartGov Land Development Permitting Software

City Council

September 8, 2020

The City of SACHSE

Overview

- The City of Sachse received an allocation of CARES Act funds from both Dallas County and Collin County to help mitigate the spread and effects of the COVID-19 pandemic.
- Funds received can be used to assist in expenses related to the expansion of telecommuting capabilities for public employees to enable compliance with COVID-19 health precautions.
- Council was briefed at their June 15, 2020 Workshop meeting on the proposal to utilize CARES Act funds for land development software.
- The SmartGov online permitting software has been evaluated and found to meet the needs of the City while providing online processing, permitting and payment for building and development projects.

The City of
SACHSE

Brief Comparison

Existing:

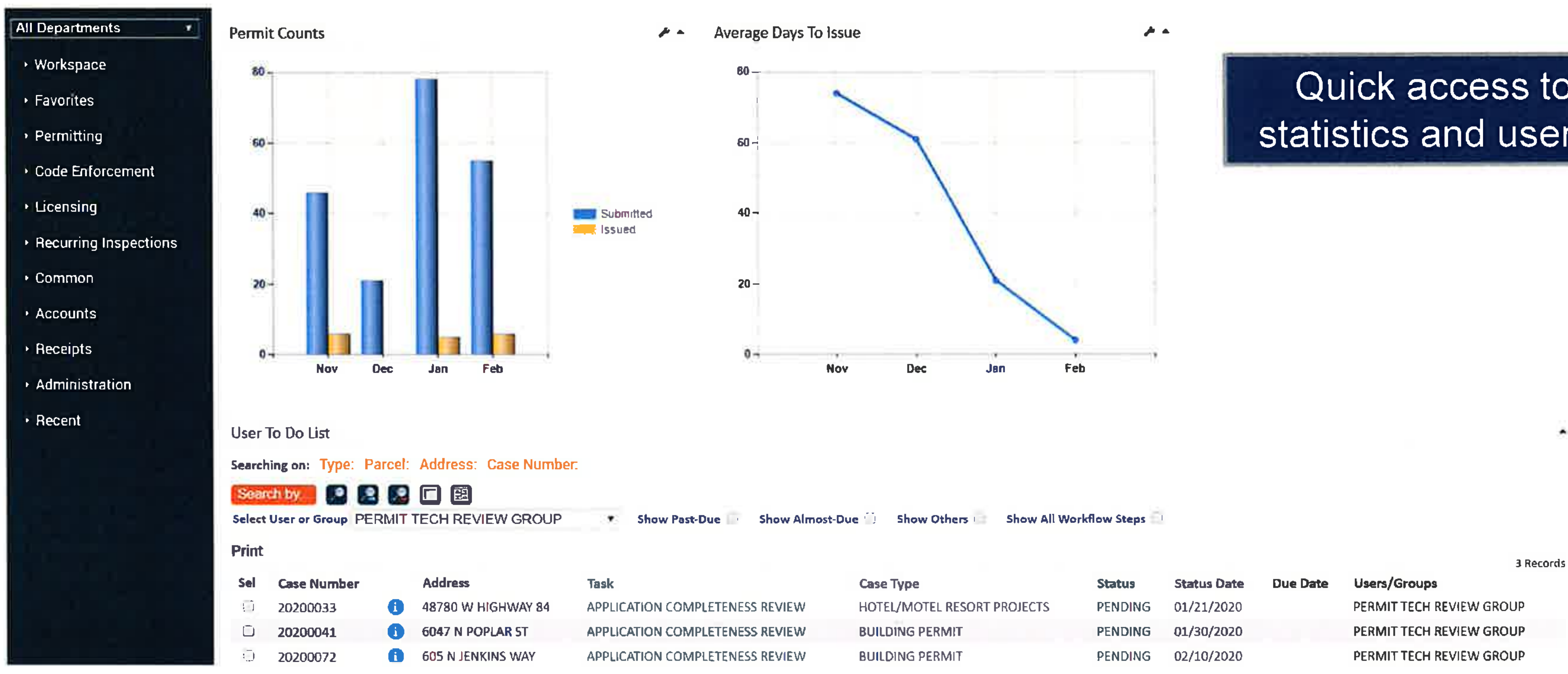
- Permits and projects are hybrid of paper submittals and digital copies;
- Payment accepted only during City hours of Monday-Friday, 8am to 5pm;
- Separate inspection request process;
- Limited field functionality, plan sets and publishing of inspection results not available;
- Connects with financial software

SmartGov:

- Permits and projects digitally submitted via online portal that is available 24/7;
- Payments, scheduling of inspections and tracking of projects available 24/7;
- In the field, inspectors can publish inspection results, add corrections and pictures, and view permit details and plan sets;
- Full reporting and tracking of permits, projects, payments
- Connects with plan review, mapping, financial and archiving software

The City of SACHSE

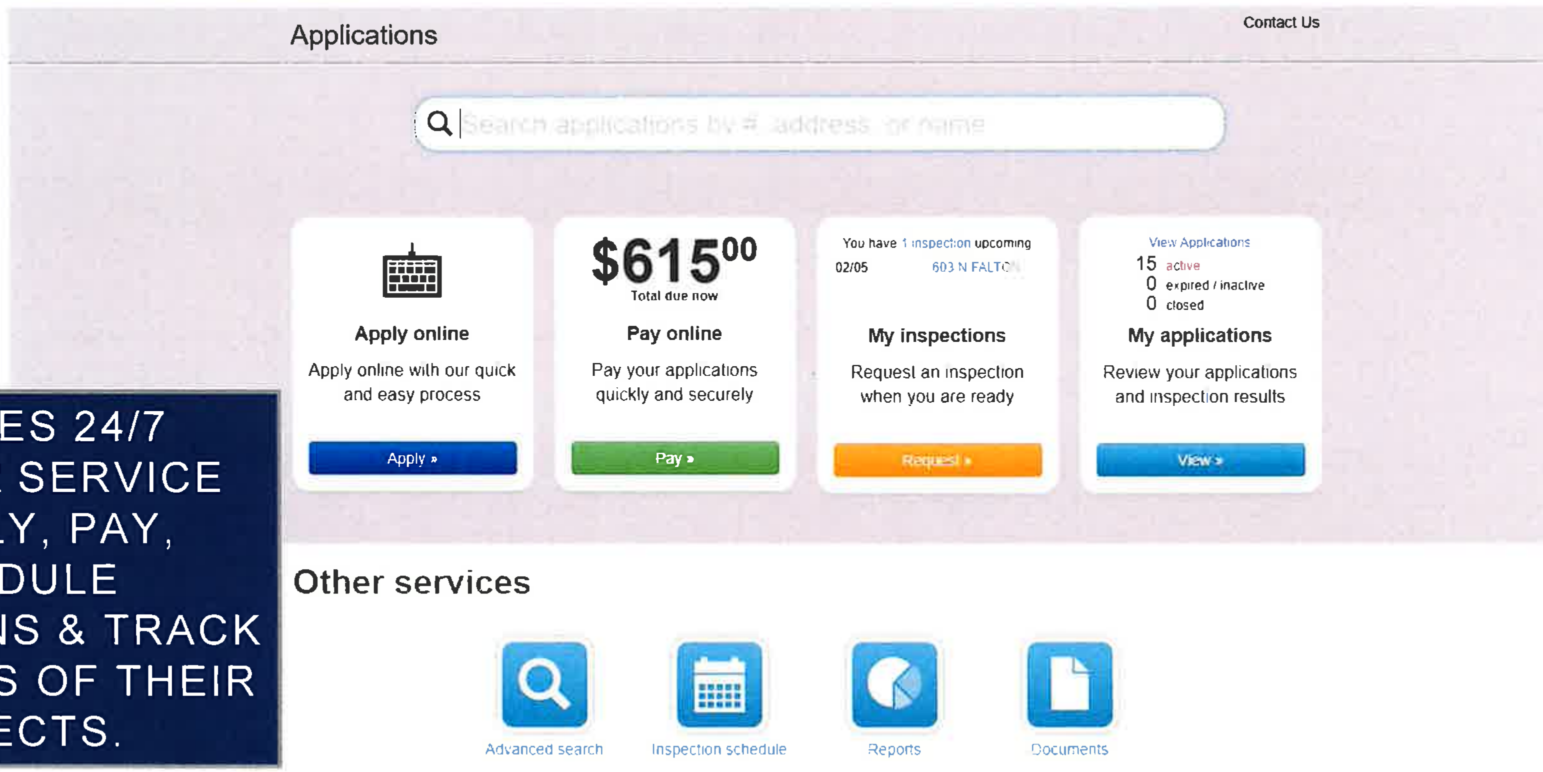
Dashboard



Quick access to permit statistics and user to do list

The City of SACHSE

Public Portal



PROVIDES 24/7 CUSTOMER SERVICE TO APPLY, PAY, SCHEDULE INSPECTIONS & TRACK THE STATUS OF THEIR PROJECTS.

The City of SACHSE

Public Portal

APPLICANTS CAN REQUEST INSPECTIONS AND VIEW INSPECTION STATUS, CORRECTION NOTICES, NOTES, AND PHOTOS FROM THE INSPECTOR

Request an Inspection

Application: 20200060 BUILDING PERMIT 250 N STARVIEW LN, N

Only ISSUED Permits with No Fees Due or PENDING/VALID Licenses that are N EXPIRED will be available for inspection requests

Inspection Type: FOOTING TRENCH & REBAR

Requested For: 2/12/2020

Requested For Time Slot: AM

Comments: Gate code 2020

✔ Request Inspection

Inspections

Inspections are available Monday-Thursday, excluding holidays. Re- inspections are subject to a $100.00 re-inspection fee when inspections are requested and there is a failure to provide access to the work site; approved plans are not available at the job site at the time of inspection; work for which the inspection was requested has not been completed; corrections to the work called for by the inspector have not been made; and or construction does not conform to the approved plans and requires submission of revised plans. AM or PM times are not guaranteed. Work must be completed and ready for inspection regardless of the time requested.

	Date	Status
BUILDING PRE-SLAB / POST-TENSI	1/30/2020	Approved
FOOTING TRENCH & REBAR (view notes)	1/24/2020	Partial Approval
	2/4/2020	Pending

Pay Online Click "add" to add the item to your shopping cart

Add All to Cart

20200018 — 11010 N WHITE RD
Single Family Residence
Build a new SF Residence
Fees: $450.00 Payment: $450.00
✖ Remove

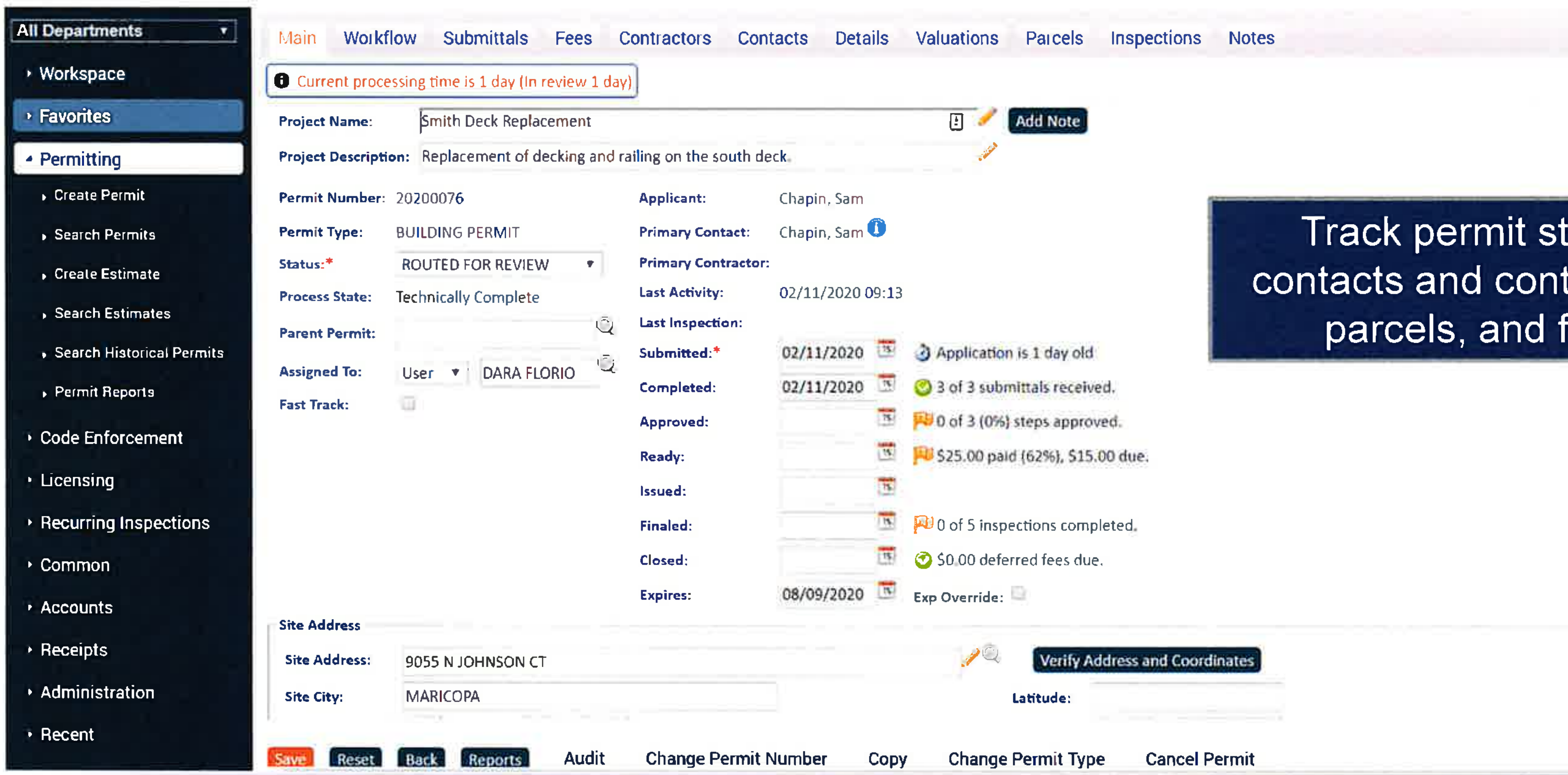
20200078 — 250 N STARVIEW LN
Building Permit
Expanding the existing deck on the south side of t...
Fees: $15.00
✚ Add

Cart
20200018 $450.00
Total: $450.00
Proceed to checkout »

Applicants can pay for permits and licenses online

The City of SACHSE

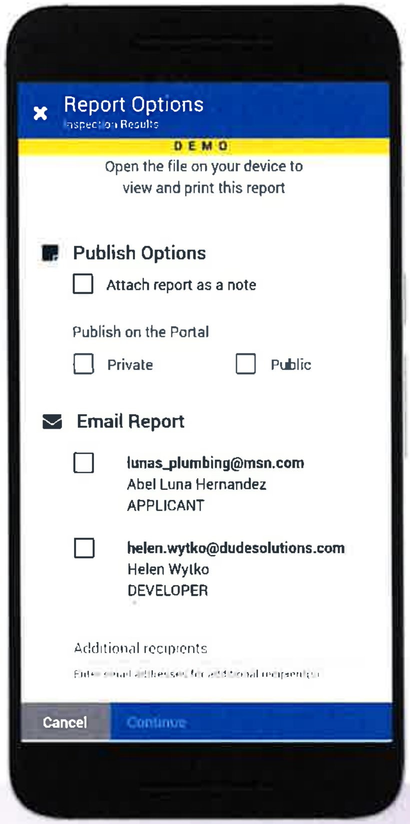
Permitting



Track permit status, contacts and contractors, parcels, and fees

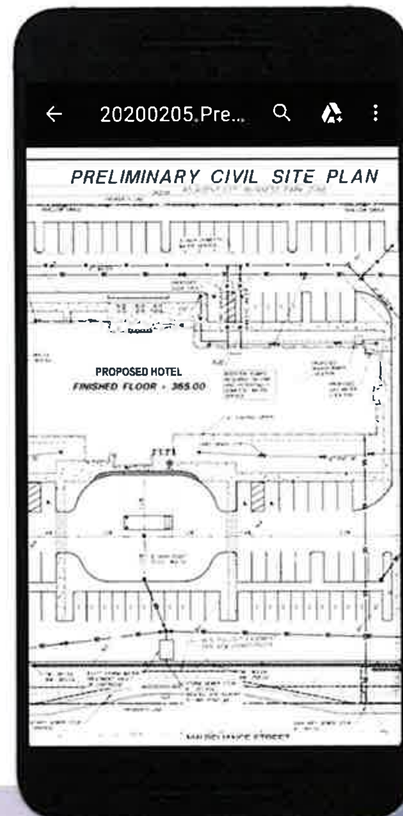
The City of SACHSE

Mobile App



Inspectors can Publish inspection results in the field and code enforcement offices can issue notices and citations

Inspectors can access plans digitally from the app



The City of SACHSE

Conclusion

- Project will be funded through the CARES Act.
- Dallas County CARES Act team has reviewed and approved the City's proposal.
- Approval would authorize the City Manager to negotiate and execute a contract with Dude Solutions Inc. in an amount not to exceed $71,461.42

The City of SACHSE

Dallas County

CARES Team

August 20, 2020

Lauren Rose
City of Sachse
lrose@cityofsachse.com

The Dallas County CARES Team has approved your funding requests for the following program(s):

City of Sachse Funding Request No. 3-Permitting Software Project

City of Sachse Emergency Services Master Plan Assessment

Please note that monthly reports are due the 15th of the month following the month being reported. For example, a report for the month of January would be due by the end-of-business February 15th. Please review the request and reporting guidelines for more information.

Please let us know if you have any questions,

The Dallas County CARES Team

The City of SACHSE

August 5, 2020

Dallas County CARES Act Team
411 Elm Street, Dallas, TX 75202

RE: City of Sachse Submission No. 3 for 80% Disbursement of CARES Act Funds

The City of Sachse is formally requesting project pre-approval from the Dallas County CARES Act Team to receive funds from the 80% disbursement allocated to the City on a per capita basis. Below are the details of the request, including an explanation of the project, the relevant citations to the *Treasury's Coronavirus Relief Fund Guidance for State, Local, and Tribal Governments,* and estimated costs affiliated with this request.

Project Request Details

Unlike most cities, Sachse does not have an online permitting system or land development software. All of our transactions are completed manually with a paper-based system. Development applications, permits, and fees are typically handled via in person drop-off/pick-up during normal City business hours. This system requires customers to physically visit the City, increasing exposure between staff and the customers as payments and documents are exchanged. To mitigate this issue, the City would like to purchase and implement land development permitting software to enable customer interactions to take place virtually through an online permitting portal. Additionally, the software would enable City staff to be able to coordinate permitting intake, payment, review, approval, and inspections remotely. By implementing this software, we give our employees greater opportunities for telecommuting and to be socially distanced, while limiting their interactions with customers and one another. This is particularly important as we are a City with a very small staff, and if any one of us contracts the virus, we are at greater risk of exposing a large portion of our team.

The City of SACHSE

Our team has estimated that the cost to implement and launch the project is $62,711.85. This includes the four-month subscription (September 2020 – December 2020) at $8,750.00 and the implementation fee at $53,961.85. Please note, the attached quote includes the price for the remaining term of the subscription, but that was not included in this request per guidance from the Treasury. The City would like to include an additional $12,000.00 to that estimate as a contingency, making the total project request $74,711.85. Sachse is split between Dallas and Collin counties. For the purposes of application of the funds, the City has taken the approach of applying the per capita split (67% Dallas County, 33% Collin County) on each of its proposed projects.) Therefore, the City of Sachse would like to formally request $50,056.94 from Dallas County for this project. This dollar amount represents the 67% application to Dallas County.

Applicable Citations

Pursuant to Section 4, bullet #3 of the *Treasury's Coronavirus Relief Fund Guidance for State, Local, and Tribal Governments dated April 22, 2020* which reads "Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions", the City believes the acquisition of online permitting and land development software is an appropriate use of CARES Act funds.

Items to Note

Our City Attorney has signed off on this project and staff has briefed the Council about the land development software. The proposed software was not a part of previous budget requests.

We understand the time constraints related to the use of CARES Act funds, so we want to get this projected started as soon as possible.

Please do not hesitate to contact us if we can answer any questions.

Sincerely,

City of Sachse CARES Act Team

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	4. Consider authorizing the City Manager to negotiate and execute a contract with DataVox for replacement of existing and new additional camera and security badge access doors in an amount not to exceed two hundred and two thousand, four hundred and ninety-four dollars and sixty cents ($202,494.60).
Access	Public
Type	Action
Preferred Date	Sep 08, 2020
Absolute Date	Sep 08, 2020
Dollar Amount	202,494.60
Budget Source	Dallas County and Collin County CARES Act funding allocations.
Recommended Action	Authorize the City Manager to negotiate and execute a contract with DataVox for replacement of existing and new additional cameras and security badge access doors in an amount not to exceed two hundred and two thousand, four hundred and ninety-four dollars and sixty cents ($202,494.60).

Public Content

BACKGROUND

The City of Sachse received an allocation of CARES Act funds from both Dallas County and Collin County on a per capita basis. These funds were allocated to the City to help mitigate the spread and effects of the COVID-19 pandemic.

Cities have been able to utilize the funds received to assist in mitigating the effects of the virus on communities including expenses related to the contact tracing of COVID-19 positive or assumed positive employees and patrons in city facilities to enable compliance with COVID-19 health precautions. As part of this expansion of contact tracing, the replacement of failing cameras and the enhancement of the security badge access coupled with temperature scanning and symptom screening protocols enable staff to more quickly and accurately identify people who may have COVID-19 exposure and may need to quarantine as well as areas that need more thorough disinfecting. Below is a summary of the project scope.

Cameras for contact tracing

- Replacement of existing cameras on all municipal campus buildings (except Community Center)
- New 64 channel NVR for Server to support upgraded cameras
- New 16 channel NVR for Fire Station 2 (this facility does not currently have cameras)

Cable runs needed for new cameras only

Security Badge Readers for contact tracing

City Hall New:

- 3 Access Control Doors

- 1 Elevator Access Control
- Front door access call box and door release

City Hall Upgrades:

- 9 Access Control Doors

Public Safety New:

- 4 Access Control Doors

Public Safety Upgrades:

- 11 Access Control Doors

Fire Station 1 New:

- 2 Access Control Doors

Fire Station 1 Upgrades:

- 2 Access Control Doors

Fire Station 2 New:

- 4 Access Control Doors (this facility does not currently have security badge access doors)

Library Upgrades:

- 2 Access Control Doors

This project will be funded through the CARES Act. This project is being prepared for review with Dallas County for approval. Due to the magnitude of the project and in order to ensure completion prior to the Dallas County deadline, the project has been submitted both to Council and Dallas County concurrently for approval. Any portion of the submission not approved by Dallas County will not be completed.

OVERVIEW

The City Council was briefed at its June 15, 2020, meeting on the proposal to add cameras and security badge door replacement and enhancement as part of the CARES Act funds distributed to the City. Dallas County is currently reviewing the proposal The DataVox quotes are attached for reference.

POLICY CONSIDERATIONS

Funding pre-approval is only required for the use of Dallas County funds, but the City has taken the approach of seeking funding pre-approval through Dallas County and then applying a per capita allocation of funds (67% Dallas County, 33% Collin County) for each of its proposed CARES Act projects. This amount is inclusive of a fifteen percent (15%) contingency in the event additional electrical work is needed due to the addition of new cameras and badges. This item will be acquired through The Interlocal Purchasing System (TIPS), meeting all competitive purchasing requirements.

RECOMMENDATION

Authorize the City Manager to negotiate and execute a contract with DataVox for replacement of existing and new additional cameras and security badge access doors in an amount not to exceed two hundred and two thousand, four hundred and ninety-four dollars and sixty cents ($202,494.60).

Contact Tracing Project.pdf (101 KB)

Contact Tracing Project

City Council

September 8, 2020

The City of SACHSE

Overview

- Cities have been able to utilize CARES Act funds related to the contact tracing of COVID-19 positive or assumed positive employees and patrons in city facilities
- As part of this expansion of contact tracing, the replacement of failing cameras and the enhancement of the security badge access coupled with temperature scanning and symptom screening protocols enable staff to more quickly and accurately identify people who may have COVID-19 exposure and may need to quarantine as well as areas that need more thorough disinfecting

The City of
SACHSE

Cameras

Cameras for contact tracing:

- Replacement of existing cameras on all municipal campus buildings (except Community Center)
- New 64 channel NVR for Server to support upgraded cameras
- New 16 channel NVR for Fire Station 2 (this facility does not currently have cameras)
- Cable runs needed for new cameras only

The City of SACHSE

Badge Readers

<u>Security Badge Readers for contact tracing:</u>

- City Hall:
  - 3 Access Control Doors
  - 1 Elevator Access Control
  - Front door access call box and door release
  - 9 Access Control Doors
- Public Safety :
  - 4 Access Control Doors
  - 11 Access Control Doors
- Fire Station 1:
  - 2 Access Control Doors
  - 2 Access Control Doors
- Fire Station 2:
  - 4 Access Control Doors (this facility does not currently have security badge access doors)
- Library:
  - 2 Access Control Doors

The City of SACHSE

Funding

- This project is being prepared for review with Dallas County for approval using CARES Act funds. Due to the magnitude of the project and in order to ensure completion prior to the Dallas County deadline, the project is been submitted both to Council and Dallas County concurrently for approval
- Any portion of the submission not approved by Dallas County will not be completed
- Purchased through The Interlocal Purchasing System (TIPS), meeting all competitive purchasing requirements

The City of
SACHSE

Next Steps

- Authorize the City Manager to negotiate and execute a contract with DataVox for replacement of existing and new additional cameras and security badge access doors in an amount not to exceed two hundred and two thousand, four hundred and ninety-four dollars and sixty cents ($202,494.60).

The City of
SACHSE

City of
SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	5. Receive an annual update from Community Waste Disposal (CWD), the City's solid waste and recycling services provider.
Access	Public
Type	Discussion, Information
Goals	Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND
CWD has provided weekly trash and recycling collection services, as well as monthly bulk trash collection services for Sachse residents since April 1, 2019. Since that time, CWD staff has also been in contact with City staff on a routine basis and meets onsite each month to discuss specific issues/opportunities. Jason Roemer, Municipal Coordinator for the City of Sachse, will present the City Council and residents with an update on operations since the Sachse contract began.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
There are no recommendations affiliated with this item. This is a presentation only.

Presentation - CWD Update.pdf (2,222 KB)

The City of SACHSE

Partners Since 2019

CWD

CommunityWasteDisposal.com

Since 1984

Council Meeting Presentation

September 8, 2020

Greg Roemer

President

Jason Roemer

Municipal Coordinator

CWD
CommunityWasteDisposal.com

Partners Since 2019

The City of SACHSE

CWD 2019 Annual Review

CWD
CommunityWasteDisposal.com

Partners Since 2019

Residential Services

Trash Service

Trash is picked up once per week, Monday through Friday, collecting a CWD provided 95-gallon cart

CWD
CommunityWasteDisposal.com

Partners Since 2019

Residential Services

Bulk & Brush Service

Bulk and brush is picked up once per month, on the resident's trash day, on the designated week.

Each resident is allowed up to 6 cubic-yards per collection

Partners Since 2019

Residential Services

Recycling Service

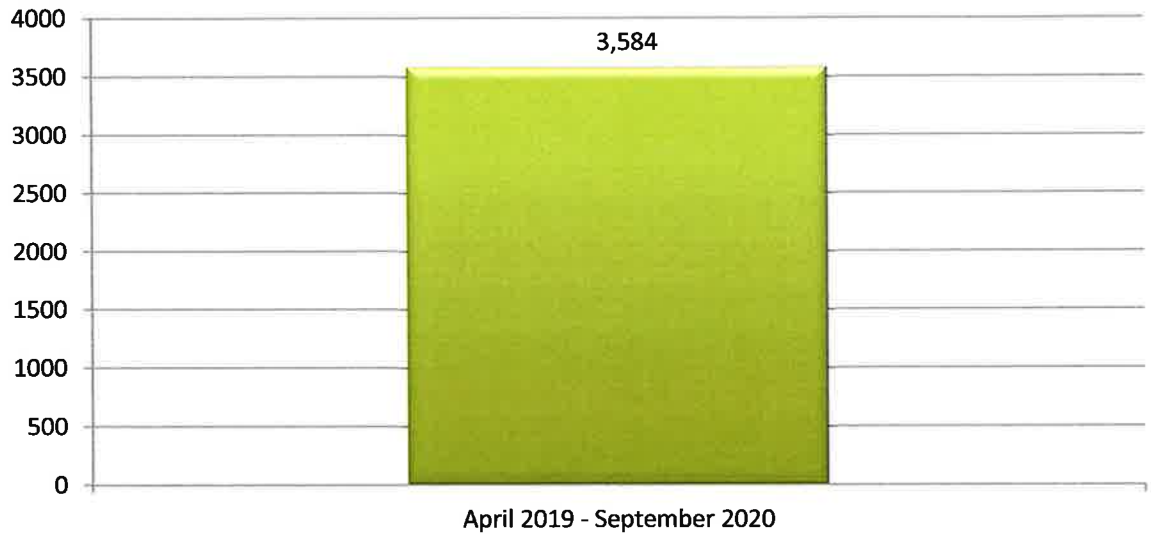
Recycling is picked up once per week, on the resident's trash day, collecting a CWD provided 95-gallon cart

CommunityWasteDisposal.com

Partners Since 2019

Residential Recycled Materials

Tons Per Year



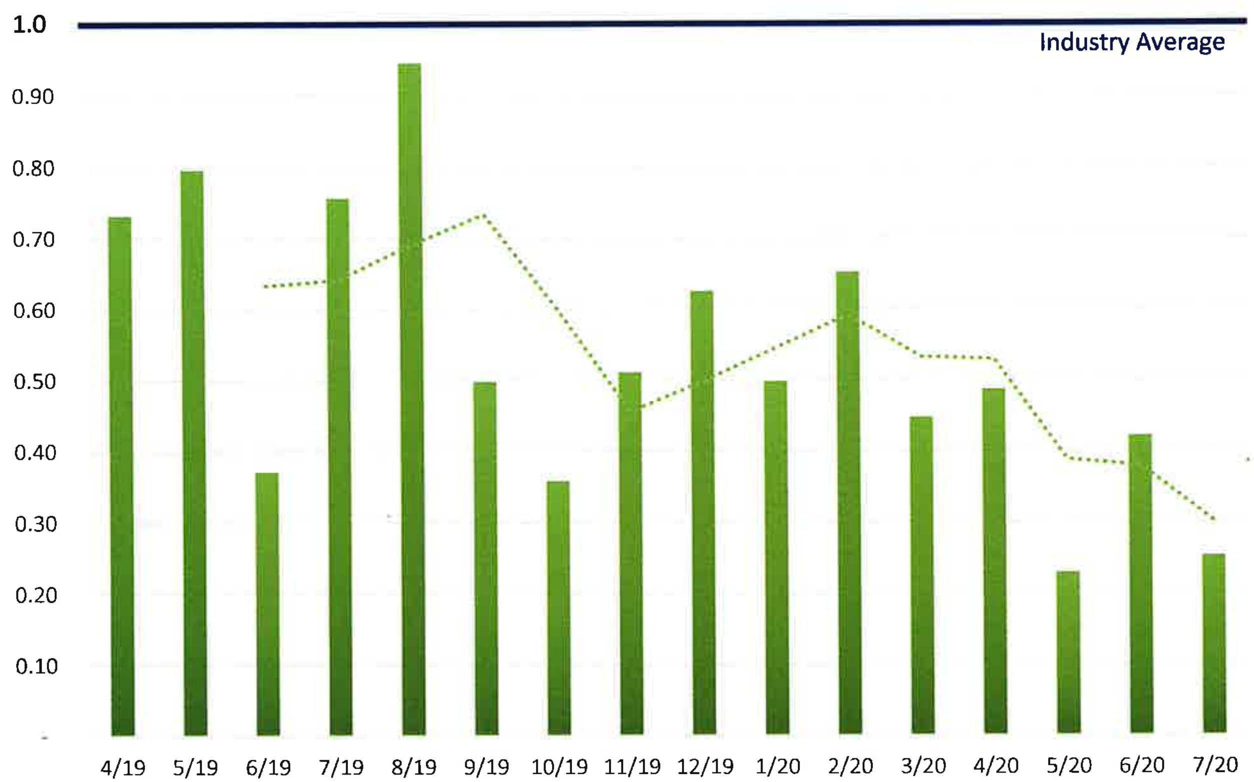
Since April 1, 2019

Sachse residents recycled 3,584 tons of material

CWD
CommunityWasteDisposal.com

Partners Since 2019

Customer Service Inquiries
Per 1,000 Service Opportunities



Since April 1, 2019

1,250,521 service opportunities; 671 inquiries

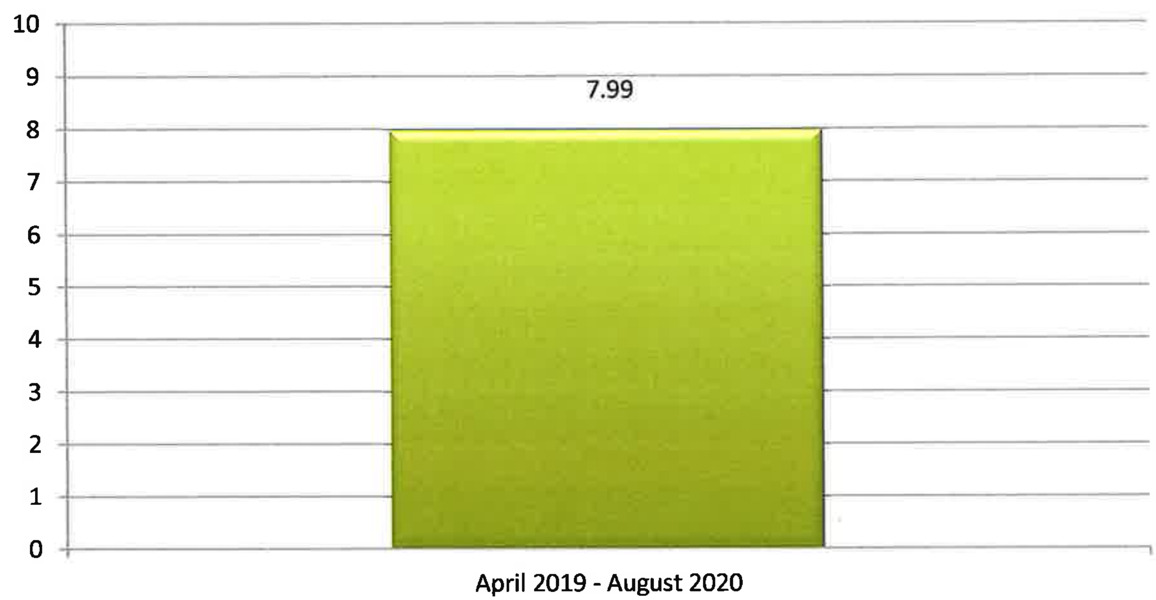
CWD
CommunityWasteDisposal.com

Partners Since 2019

Residential Driver Incident

Per 100,000 Service Opportunities

RDIs can include a vehicle accident, a property claim, reckless driving or a conduct complaint.



Since April 1, 2019

1,250,521 service opportunities; 100 incidents

CommunityWasteDisposal.com

Partners Since 2019

Spring & Fall X-treme Green Events

One-stop Place to Dispose of HHW & Used Electronics

HHW

Used Electronics

Tires (No Rims)

Appliances

Shredding

The residents of Sachse properly disposed of 17,361 pounds of hazardous material in 2019.

2019 Events were held on April 6th and September 28th

Partners Since 2019

X-treme Green Events

X-treme Green Event April 6, 2019

CWD
CommunityWasteDisposal.com

Partners Since 2019

Community Partnership

Paint Reuse Program

In 2019, CWD distributed 3,343 gallons of paint.

CommunityWasteDisposal.com

Partners Since 2019

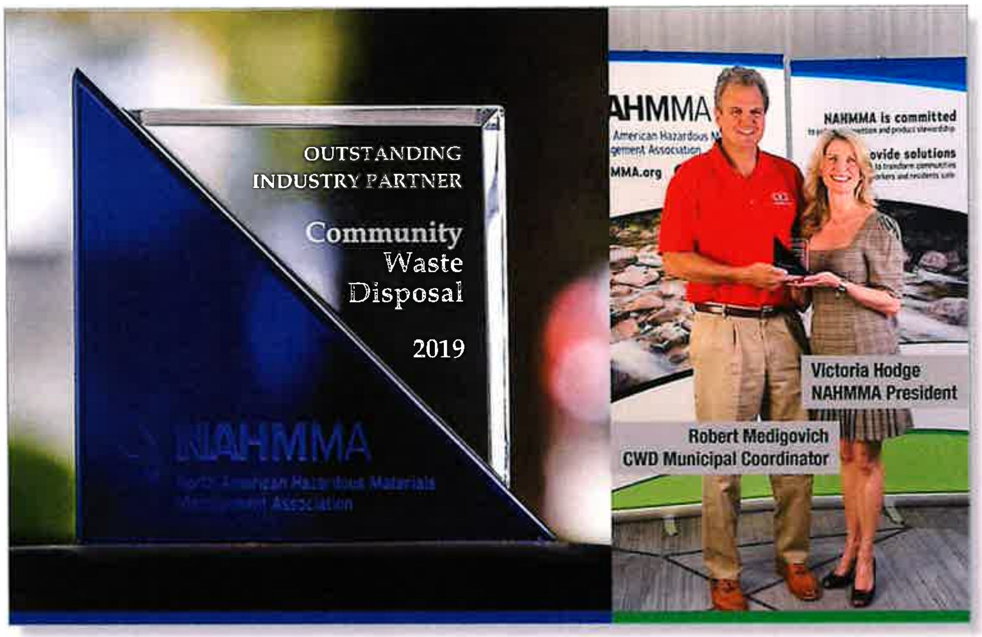
Community Partnership

Paint Reuse Program

Partners Since 2019

Municipalities have the option to make the paint continuously available at a public place, such as at your City Hall, where residents can easily pick up a gallon or several.

Community Partnership
CWD Award Winning



NAHMMA
North American Hazardous Materials
Management Association

CWD awarded by the NAHMMA for our Household Hazardous Waste program.

CommunityWasteDisposal.com

Partners Since 2019

Community Partnership

CWD Mobile App

Easily manage trash and recycling accounts via our mobile app!

Partners Since 2019

Community Partnership
Sponsorship

Fall Fest
October 26, 2019

Red, White and Blue Blast
July 3, 2019

SACHSE CHAMBER OF COMMERCE

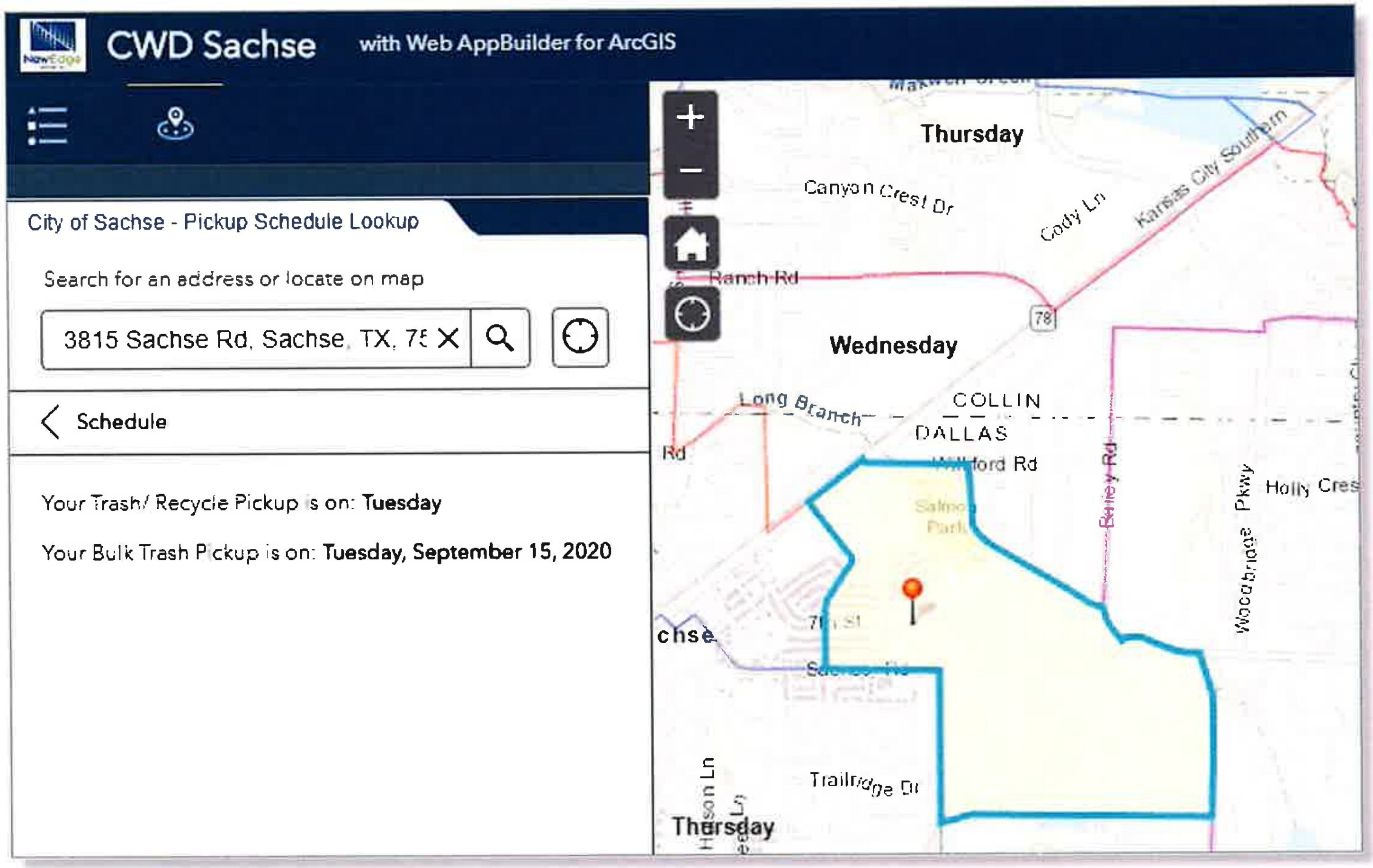
CWD is a proud member of
Sachse Chamber of Commerce

CWD
CommunityWasteDisposal.com

Partners Since 2019

Community Partnership

Ongoing Customer Service



Residents can view their collection schedule on the new interactive map on the City's website

Partners Since 2019

Community Partnership

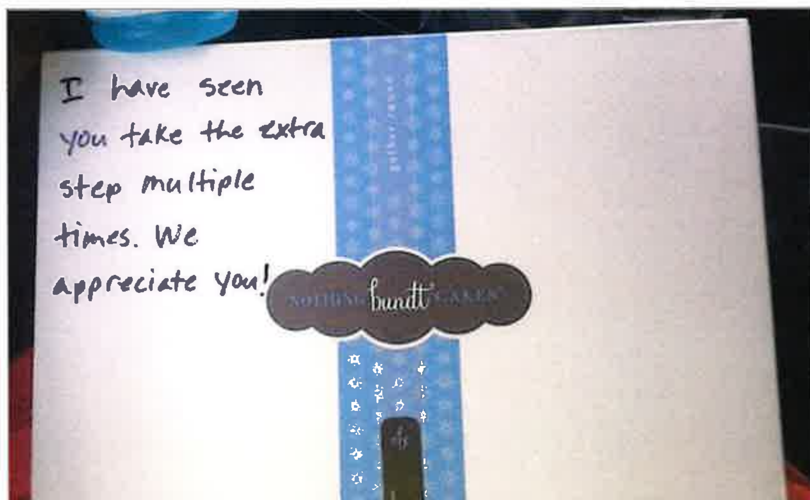
Driver Appreciation

"...He stopped the truck, got out, came all the way around and pulled our trash out so he could then get back inside the truck and THEN empty our trash. I was so impressed by his thoughtfulness, kindness, hard work ethic and sense of integrity I had to pass this along. I hope you all will let him know what a terrific job he's done and how much we appreciate his looking out for people. THANK YOU driver of truck #938. He needs a pat on the back, and maybe even a raise 🤔😉"

– resident on Gatewood Court (August 2019)

"Just wanted to forward in some feedback in regards to our experience with CWD! We recently trimmed our tree and needed an extra brush collection. We had a kind CWD employee drive by and let us know it would be picked up today and it was promptly taken care of. We appreciate the quick response and caring attitudes!"

- resident on Summit Trail Lane (May 2020)



Gift to CWD driver, KT Walker from a resident on Claire Lane in September 2019

CommunityWasteDisposal.com

Partners Since 2019

Saved Resources

CWD
CommunityWasteDisposal.com

Partners Since 2019

The City of Sachse
Recycled 3,584 Tons since April 1, 2019

SAVING:
60,928 Trees
1,361,920 Gallons of Oil
25,088,000 Gallons of Water
11,827 Yards of Landfill Space
14,694,400 Kilowatt Hours of Electricity

Greening a Generation

Thank You for a Successful Year

Your new eight-foot outdoor bench is made from 100% recycled materials.

CWD
CommunityWasteDisposal.com

Partners Since 2019

The City of
SACHSE

CWD

CommunityWasteDisposal.com
Since 1984

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	6. Consider approving and adopting a resolution amending the Master Fee Schedule by amending ambulance services, engineering, development services, fire hydrant meters, refuse services fees and water and wastewater fees and providing an effective date.
Access	Public
Type	Action, Discussion, Information
Preferred Date	Sep 08, 2020
Absolute Date	Sep 08, 2020
Fiscal Impact	Yes
Budgeted	Yes
Recommended Action	Approve and adopt a resolution amending the Master Fee Schedule by amending ambulance services, engineering, development services, fire hydrant meters, refuse services fees and water and wastewater fees and providing an effective date.

Public Content

BACKGROUND
The Master Fee Schedule is a convenient tool for citizens and customers to access to acquaint themselves with various charges for City services. The schedule can be updated periodically for necessary changes without amending the associated Ordinance.

OVERVIEW
The Master Fee Schedule is considered annually during the budget approval process. Water and Wastewater rates were presented and considered during the 2019 Water Rate Study discussions performed by NewGen Strategies and Solutions. The City Council was briefed at the August 17, 2020, meeting regarding all proposed changes except a request from Community Waste Disposal for a market adjustment for solid waste service fees received following that meeting. Increases include: residential collection (trash, recycle and bulk) from $15.13 to $15.55; residential franchise fees (8%) from $1.21 to $1.24. Note: CWD did not request a market adjustment last fiscal year; its contract with the City includes a provision for annual adjustments based on changes in regional fuel prices, Consumer Price Index and landfill charges.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Approve a resolution amending the Master Fee Schedule by amending ambulance services, engineering, development services, fire hydrant meters, refuse services fees and water and wastewater fees and providing an effective date.

Master Fee Schedule FY21 Final.pdf (198 KB)

Resolution Amending Master Fee Schedule FY2021.pdf (71 KB)

RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE MASTER FEE SCHEDULE ADOPTED BY RESOLUTION 3433 BY AMENDING AMBULANCE SERVICES, ENGINEERING, DEVELOPMENT SERVICES, FIRE HYDRANT METERS, REFUSE SERVICES FEES, AND WATER AND WASTEWATER FEES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council desires to amend the Master Fee Schedule adopted by Resolution 3433, as provided herein.

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

SECTION 1. The Master Fee Schedule adopted by Resolution 3433 is hereby amended, as set forth in the attached Exhibit "A".

SECTION 2. This Resolution shall take effect October 1, 2020 from and after its passage, and it is so accordingly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this this 8th day of September, 2020.

CITY OF SACHSE, TEXAS

____
Mike J. Felix, Mayor

ATTEST:

____
Michelle Lewis Sirianni, City Secretary

APPENDIX A

MASTER FEE SCHEDULE FY2021

Sachse TEXAS

MASTER FEE SCHEDULE

I. PUBLIC SAFETY FEES

A.	Alarm monitoring		
1.	Residential alarm permit fee		$10 initial and renewal Valid 2 years from date of issuance
2.	Nonvalid burglar alarms responded to during a 12-month period		
	a.	Five (5) or less	No charge
	b.	Six (6)	$25.00
	c.	Seven (7)	$50.00
	d.	Eight (8)	$100.00 plus permit suspension
3.	Nonvalid fire alarms responded to during a 12-month period		
	a.	Two (2) or less	No charge
	b.	Three (3) or more	$100.00
4.	Nonvalid robbery alarms responded to during a 12-month period		
	a.	Two (2) or less	No charge
	b.	Three (3) or more	$100.00
5.	Nonvalid emergency medical assistance responded to during a 12-month period		
	a.	Five (5) or less	No charge
	b.	Six (6) or more	$100.00
B.	Solicitation Registration Fee (not to exceed 90 days)		$30.00 plus $10.00 per additional person
C.	Animal control		
1.	Adoption fee with sterilization		
	a.	Cats/kittens/dogs/puppies receive sterilization/combo vaccine/rabies vaccine/microchip	$80.00
2.	Adoption fee without sterilization		
	a.	Cats/kittens/dogs/puppies already sterilized receive combo vaccine/rabies vaccine/microchip	$25.00
3.	Dangerous dog annual registration		$100.00
4.	Annual permits		
	a.	Pot-bellied pig (per animal)	$20.00
	b.	Pigeon (fancy or racing loft/per animal)	$5.00
	c.	Dog/Cat	
		1) Application fee w/o sterilization proof	$7.00
		2) Application fee w sterilization proof	$2.00
5.	Replacement tag (w proof of original registration)		$1.00
6.	Impoundment (registration additional if animal currently not on file)		

Sachse TEXAS

MASTER FEE SCHEDULE

	a.	1st pickup of animal		$25.00 plus $5 boarding fee
	b.	2nd pickup of animal		$50.00 plus $5 boarding fee
	c.	3rd pickup of animal		$75.00 plus $5 boarding fee
	d.	4th pickup of animal		$100.00 plus $5 boarding fee
D.	Fire Services			
1.	Installation/replacement/re-model of fire protection systems			
	a.	Plan review fee		$100.00
	b.	Fire sprinkler installation permit (per building)		
		1)	1 to 100 sprinklers	$275.00
		2)	101 to 200 sprinklers	$325.00
		3)	201 to 300 sprinklers	$350.00
		4)	301 to 400 sprinklers	$375.00
		5)	401 to 500 sprinklers	$425.00
		6)	Over 500 sprinklers	$500.00 plus $.33 per sprinkler over 500
	c.	Fire alarm installation permit (per building)		
		1)	Ten (10) or less devices	$50.00
		2)	Eleven (11) to twenty-five (25) devices	$75.00
		3)	Twenty-six (26) to 100 devices	$150.00
		4)	101 to 200 devices	$200.00
		5)	201 or more devices	$400.00
	d.	Fire alarm panel replacement only		$100.00
	e.	Hydro & flush (per system)		$50.00
	f.	Fire pump (per system)		$50.00
	g.	Hydrant flow test (2 hydrants)		$50.00
	h.	Vent/hood/booth extinguishing system (per system)		$50.00
	i.	Work started without a permit		$100.00 plus required fee
	j.	Replacement		
		1)	Fire department permit replacement	$10.00
		2)	Job site plan re-stamp	$15.00
	k.	Re-inspection fee		
		1)	Two (2) or more	$50.00 per re-inspection
2.	Inspection/occupancy permits			
	a.	Carnivals and fairs		$50.00
	b.	Exhibits and trade shows		$50.00
	c.	Temporary structures, tents or canopies (used for permits not included in community development permit fee)		$50.00
	d.	In-home day care certificate of occupancy		$50.00
	e.	Multi-family certificate of occupancy		$50.00
	f.	Foster care/adoption home inspection		$25.00
	g.	Dangerous building abatement admin fee		$250.00

Sachse TEXAS

MASTER FEE SCHEDULE

	h.	After hour inspection fee	$50.00/hour min 2 hr/$100.0
3.	Fire permits		
	a.	Outdoor/open burning	$150.00
	b.	Pyrotechnic special effects	$100.00
	c.	Hazardous material response reimbursement	$400.00/hr each engine plus $200.00/hr each ambulance plus supplies
	d.	Fire watch/stand-by	$50.00/hr each fire employee
E.	Ambulance services		
1.	Resident		
	a.	ALS (Waive co-pay and deductible)	$1,600.00
	b.	ALS2 (Waive co-pay and deductible)	$1,750.00
	c.	BLS (Waive co-pay and deductible)	$1,400.00
	d.	SCT	No charge
2.	Non-resident		
	a.	ALS	$1,600.00
	b.	ALS2	$1,750.00
	c.	BLS	$1,400.00
	d.	SCT	No charge
3.	Mileage		$24.00
4.	Supplies		
	a.	Oxygen	$125.00
	b.	BLS supplies	$350.00
	c.	ALS supplies	$400.00
	d.	Extra attendant	$75.00
5.	Extrication		$500.00
6.	Technology fee		$0.00
7.	No transport		$125.00

II. ENGINEERING, HEALTH AND SANITATION

A.	Engineering permits		
1.	Traffic calming application		$50.00
2.	Floodplain		$100.00
3.	Grading		$150.00
B.	Engineering inspections and review fees		Fee shall equal one-half of the state fee for each permit
1.	Engineering inspection fee		4.5% of cost of public improvements
2.	Construction plan review		$300.00

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	3.	Construction Inspections after hours			$50.00/hr (2hr minimum)
C.	Care of public trees in street or right of way				Hourly fee based on current hourly wage of City maint. Workers
D.	Health and Sanitation permits				
	1.	Health			$225.00
	2.	Temporary food sales (must be obtained from Dallas County Health department. Applies to all applicants providing food products.			$50.00
	3.	Public swimming pool			$100.00
	4.	Alcohol			Fee shall equal one-half of the state fee for each permit
	5.	Liquid waste transport			$25.00 per vehicle

III. FACILITY ROOM RENTAL DEPOSIT/FEES

A.	Library meeting room						
	1.	Deposit					
		a.	Without food served				$25.00
		b.	With food served				$50.00
		c.	VGA/audio cable				$15.00
	2.	Room rental					
		a.	Non-profits				No charge
		b.	All other groups				$25.00
B.	Senior activity center multi-purpose room A						
	1.	Deposit					$100.00
	2.	Room rental					$25.00 per hour
C.	Michael J. Felix Community Center						
	1.	Deposit					$100.00
	2.	Kitchen Use					$50.00
	3.	Room rental - Operational Hours					
		a.	Room A (hourly) or Room B (hourly)				
			i.	Resident			$10.00
				a)	Non-Profit		No Charge
			ii.	Non-resident			$25.00
				a)	Non-Profit		$10.00
		b.	Room A and B (hourly)				
			i.	Resident			$20.00
				a)	Non-Profit		No Charge
			ii.	Non-resident			Not Available

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		a)	Non-Profit	Not Available
4.	Room rental - Non-Operational Hours			
	a.	Room A (hourly) or Room B (hourly)		
		i.	Resident	$25.00
		a)	Non-Profit	$25.00
		ii.	Non-resident	$50.00
		a)	Non-Profit	$35.00
	b.	Room A and B (hourly)		
		i.	Resident	$50.00
		a)	Non-Profit	$50.00
		ii.	Non-resident	Not Available
		a)	Non-Profit	Not Available
5.	Gym - Half Court or Gym - Full Court - Operational Hours			
	a.	Resident		Not Available
		i.	Non-Profit	Not Available
	b.	Non-resident		Not Available
		i.	Non-Profit	Not Available
6.	Gym - Half Court - Non-Operational Hours			
	a.	Resident		$25.00
		i.	Non-Profit	$25.00
	b.	Non-resident		$50.00
		i.	Non-Profit	Not Available
7.	Gym - Full Court - Non-Operational Hours			
	a.	Resident		$50.00
		i.	Non-Profit	$50.00
	b.	Non-resident		Not Available
		i.	Non-Profit	Not Available

IV. LIBRARY

A.	Library card		
	1.	Initial library card request	No charge
	2.	Replacement	$1.00
B.	Ear Buds available		$1.00
C.	Pin-back button materials available		$0.25
D.	Texshare card		No charge
E.	Lost and/or Damaged Items		
	1.	Lost or damaged beyond repair	Replacement cost plus $5.00 processing fee
	2.	Replacement item in lieu of fee	Replacement item plus $5.00 processing fee

	3.	Damaged item but not requiring replacement	$5.00 processing fee
	4.	Damaged case or container	Replacement fee
F.	Interlibrary loan		
	1.	Pickup materials	
		a. Timely pickup	No charge
		b. Within seven (7) days	No charge
		c. Eight (8) days or more	$5.00 per item
G.	Copy services		
	1.	Black/white copy	$0.20
	2.	Color copy	$0.50
	3.	Computer print out	$0.25
	4.	3D printer	.15 per gram/$1.50 minimum

V. MUNICIPAL COURT FINES/FEES

A.	Set by state statute		
	1.	Building security fund	$3.00
	2.	Technology fund	$4.00
B.	Dismissal		
	1.	Granting defensive driving course	Not to exceed $10.00
	2.	Dismissal fee for certain traffic cases	$10 or $20 depending on offense type
C.	Warrant Fee		$50.00

VI. PARK FACILITY RENTAL FEES

A.	Ball field reservations/deposits		
	1.	Reservation fee	
		a. Four (4) hours or less	$25.00 per field
		b. Five (5) hours or more	$10.00 per field per hour
	2.	Deposits	
		a. Light key	$25.00
		b. Clean-up deposit for tournaments and/or concession stand use	$50.00
B.	Covered picnic facilities (based on daily rates)		
	1.	Reservation fee	
		a. Four (4) hours or less	$25.00 per facility
		b. Five (5) hours or more	$10.00 per facility per hour

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	2.	Deposit	
	a.	Light key	No charge
C.	City complex amphitheater (based on daily rates)		
	1.	Reservation fee	
	a.	Four (4) hours or less	$25.00 per facility
	b.	Five (5) hours or more	$10.00 per facility per hour
	c.	Restroom during amphitheater rental	$25.00/hour
	2.	Deposit	
	a.	Light key	No charge

VII. LAURIE SCHWENK SENIOR ACTIVITY CENTER

A.	Annual membership		
	1.	Resident	$6.00
	2.	Non-resident	$12.00
B.	Daily pick-up/drop-off within the City limits only		
	1.	Resident	$.50/one way or $1.00 roundtrip
	2.	Non-resident	Not available

VIII. MICHAEL J. FELIX COMMUNITY CENTER

A.	Resident Annual Membership		
	1.	Individual (12+ years)	$20.00
	2.	Family (3 or more)	$50.00
	3.	Senior-Citizen (50+)	No charge
	4.	Military Veterans	No charge
B.	Non-resident Annual Membership		
	1.	Individual (12+ years)	$40.00
	2.	Family (3 or more)	$100.00
	3.	Senior-Citizen (50+)	$10.00
	4.	Military Veterans	$10.00
C.	Daily Drop in		
	1.	Resident/Non-resident	$2.00

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VIX. BUILDING PERMITS AND DEVELOPMENT SERVICES FEES

A.	Building permit fee schedule		
	1.	Total valuation	
	a.	$1.00 to $500	$50.00
	b.	$501 to $2,000	$50.00 for the first $500 plus $3.05 for each additional $100
	c.	$2,001 to $25,000	$95.75 for the first $2,000 plus $14 for each additional $1,000
	d.	$25,001 to $50,000	417.75 for the first $25,000 plus $10 for each additional $1,000
	e.	$50,001 to $100,000	$667.75 for the first $50,000 + $7 for each additional $1,000
	f.	$100,001 to $500,000	$1017.75 for the first $100,000 + $5.60 for each additional $1,000
	g.	$501,000 to $1,000,000	$3,257.75 for the first $500,000 + $4.75 for each additional $1,000
	h.	$1,000,001 and up	$5,632.75 for the first $1,000,000 + $3.65 for each additional $1,000
B.	Residential home construction		
	1.	Plan Review fee (New single-family homes)	30% of total building permit fee (based on Building Permit Fee Schedule)
	2.	New home construction, additions and remodels	Declared Valuation [minimum $100.00 per sq ft (including garages, porches, and/or patios)]
	3.	Additional plan review (required by changes, additions or revisions to plans after permit approval)	$250.00
C.	Commercial construction		
	1.	Plan review (new construction and remodel)	30% of total building permit fee (based on Building Permit Fee Schedule)
	2.	Remodels	Declared Valuation (minimum $95.00 per sq ft)
	3.	New construction	Declared Valuation (minimum $150.00 per sq ft)

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	4.	Additional plan review (required by changes, additions or revisions to plans after permit approval)	$250.00
D.	Certificate of Occupancy		$75.00
E.	Inspections		
	1.	Outside of normal business hours	$100.00
	2.	Re-inspection fee after permit approval	$75.00 per inspection
F.	Licenses and contractor registration		Annual
	1.	Plumber - Master	State Law $0.00
	2.	Electrician - Master, Journeyman, or Residential	State Law $0.00
	3.	Mechanical - License Holder	$100.00
	4.	Backflow Specialist - Testers	$100.00
	5.	Irrigation - License Holder	$100.00
	6.	General Contractor	$100.00
	7.	Contractors (other than listed above)	$100.00
G.	Permits		
	1.	Electrical	
		a. Residential	$75.00
		b. Non-residential	$100.00
	2.	Mechanical permits	
		a. Initial fee for issuance	$50.00
		b. New Installations (includes but not limited to heating, ventilating, ductwork, air-conditioning, exhaust, venting, combustion air, pressure, vessel, solar, fuel oil and refrigeration systems and appliance installation)	$15.00 for the first $1,000.00 valuation plus $5.00 for each additional $1,000.00 or fraction thereof
		c. Repair (includes but not limited to repairs, alterations and additions to an existing system)	$10.00 for the first $1,000.00 valuation plus $3.00 for each additional $1,000.00 or fraction thereof
		d. Boiler	$100.00
		e. Residential (minimum)	$75.00
		f. Non-Residential (minimum)	$100.00
	3.	Plumbing	
		a. Residential	$75.00
		b. Non-residential	$100.00
	4.	Antenna permit - private	$50.00
	5.	Demolition	
		a. Residential structure	$100.00
		b. Non-Residential structure	$200.00
	6.	Fence/screen wall/retaining wall	
		a. Residential - Fence	$50.00
		b. Residential - Screen wall	$250.00

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	c.	Residential - Retaining wall	$50.00
	d.	Commercial (fence, retaining wall and screen wall)	$250.00
7.	Lawn irrigation		$100.00
8.	Miscellaneous		
	a.	Flatwork (patios, driveways, pads, sidewalks)	Based on valuation of construction materials only-see section VIII. A. Building permit fee schedule
	b.	Accessory - Residential (buildings greater than 120 square feet)	Based on valuation of construction materials only-see section VIII. A. Building permit fee schedule
	c.	Accessory - Non-Residential	Based on valuation of labor and materials-see section VIII. A. Building permit fee schedule
	d.	All other Residential permits (includes but not limited to foundation repair, flag poles, roofing, re-brick)	$50.00
	d.	Use of outside consultants for plan checking and/or inspections	Actual costs plus 15% administrative fee
	e.	Taxicab and limousine	$200.00 per vehicle per year
	f.	Massage establishment	$400.00 per pear
	g.	Sexually-oriented business license (initial and renewal)	$500.00
9.	Sign		
	a.	Permanent (attached or freestanding)	$125 per sign
	b.	Temporary	$25 per sign
	c.	Repair	$10 per sign
	d.	Sign variance application fee	$25.00
	e.	Sign variance	$300.00
H.	Park land dedication by developers		
1.	Single-family residential		$1,100 per lot
2.	Multi-family		$600 per unit
I.	Swimming Pools		
1.	Storable Swimming Pool		$50.00
2.	Above Ground		$200.00
3.	In-Ground		$500.00
4.	Spa/Hot Tub		$200.00
J.	Temporary Retail and seasonal sales		
1.	Temporary seasonal sales		
	a.	Church/school/civic/City-sponsored events	No charge
	b.	All other	$200.00

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	2.	Temporary retail sales (five (5) consecutive days, at six (6) month intervals by the same merchant holding certificate of occupancy.)		$50.00
	3.	Temporary food sales		See Section II. D-2
K.	Board of adjustment or appeals			
	1.	Variance request		$300.00
L.	Plat applications			
	1.	Preliminary plat		$400.00 per plat plus $15.00 per acre
	2.	Final plat, (includes replats and minor plats)		$450.00 per plat plus $15.00 per acre
	3.	Conveyance plat		$350.00 per plat plus $15.00 per acre
	4.	Amending plat		$350.00 per plat plus $15.00 per acre
	5.	Vacating plat		$350.00 per plat plus $15.00 per acre
M.	Water System			
	1.	Water meter installation fee when tap is present (single family and/or multi-family)		
		a.	5/8" X 3/4"	$225.00
		b.	1"	$300.00
		c.	1 1/2"	$520.00
		d.	2"	$675.00
		e.	3" (including Octave)	$675.00 City installation. Developer installs vault/bears cost.
		f.	4" and above (including Octave)	$800.00 Developer installs vault/bears cost.
	2.	Water meter installation fee when tap is not present (single family and/or multi-family)		
		a.	5/8" X 3/4"	$225.00
		b.	1"	$300.00
		c.	1 1/2"	$520.00
		d.	2"	$675.00
		e.	3" (including Octave)	$675.00 City installation. Developer installs vault/bears cost.
		f.	4" and above (including Octave)	$800.00 Developer installs vault/bears cost.
	3.	Water system tap charges		
		a.	5/8" X 3/4"	$300.00
		b.	1"	$300.00
		c.	1 1/2"	$322.00
		d.	2"	$345.00

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	e.	3" (including Octave)	$675.00 City installation. Developer installs vault/bears cost.
	f.	4" and above (including Octave)	$800.00 Developer installs vault/bears cost.
4.	Water system bore charges		
	a.	5/8" X 3/4"	$450.00
	b.	1"	$500.00
	c.	1 1/2"	$500.00
	d.	2"	$500.00
	e.	3" (including Octave)	$675.00 City installation. Developer installs vault/bears cost.
	f.	4" and above (including Octave)	$800.00 Developer installs vault/bears cost.
5.	Water Meter Cost		
	a.	5/8" X 3/4"	$255.00
	b.	1"	$351.54
	c.	1 1/2"	$600.17
	d.	2"	$777.49
	e.	3" (including Octave)	$2,450.44
	f.	4" and above (including Octave)	$3,143.53
	g.	6"	$4,585.20
	h.	8"	$5,493.37
N.	Zoning		
1.	Standard		$400.00 per request plus $15.00 per acre
2.	Special use permit		$650.00
3.	Planned development zoning request		$750.00 per request plus $15.00 per acre
4.	Zoning verification letter		$150.00
O.	Miscellaneous		
1.	Right-of-Way Abandonment Application		$500.00

X. NETWORK PROVIDER FEES (Resolution 3846, adopted January 2018)

A.	Small Cell Application Fees:	
1.	One - Five network nodes	$500.00
2.	More than 5 nodes	$250.00
3.	Per Pole	$1,000.00
B.	Small Cell User Fees	

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	1.	Annual fee for each network node	$250.00
	2.	Annual City pole attachment fee	$20.00
C.	Transport Facility Monthly user fee		$28.00 multiplied by the #of network provider's network

XI. IMPACT FEE (State requires update every 5 years. Last revision 12/3/12. Reviewed 2017)

A.	Roadway impact fee (land use category)		
	1.	Port and Terminal	
		a. Truck Terminal (acre)	$15,880.78
B.	Industrial		
	1.	General Light Industrial (1,000 SF GFA)	$2,356.57
	2.	General Heavy Industrial (1,000 SF GFA)	$458.80
	3.	Industrial Park (1,000 SF GFA)	$2,085.46
	4.	Warehousing (1,000 SF GFA)	$771.62
	5.	Mini-Warehouse (1,000 SF GFA)	$625.64
C.	Residential		
	1.	Single-Family Detached Housing (Dwelling Unit)	$2,450.42
	2.	Apartment / MultiFamily (Dwelling Unit)	$1,501.53
	3.	Residential Condominium/ Townhome (Dwelling Unit)	$1,261.70
	4.	Mobile Home Park / Manufactured Housing (Dwelling Unit)	$1,428.54
	5.	Senior Adult Housing-Detached (Dwelling Unit)	$656.92
	6.	Senior Adult Housing-Attached (Dwelling Unit)	$385.81
	7.	Assisted Living (Beds)	$531.79
D.	Lodging		
	1.	Hotel (Room)	$761.55
	2.	Motel / Other Lodging Facilities (Room)	$761.51
E.	Recreational		
	1.	Golf Driving Range (Tee)	$3,034.34
	2.	Golf Course (acre)	$729.91
	3.	Recreational Community Center (1,000 SF GFA)	$2,063.42
	4.	Ice Skating Rink (Seats)	$291.96
	5.	Miniature Golf Course (Hole)	$802.90
	6.	Multiplex Movie Theater (Screens)	$16,076.19
	7.	Racquet / Tennis Club (Court)	$8,122.87
F.	Institutional		
	1.	Church (1,000 SF GFA)	$0.00
	2.	Day Care Center (1,000 SF GFA)	$2,537.90
	3.	Primary / Middle School (1-8) (Students)	$385.81

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	4.	High School (Students)	$312.82
	5.	Junior / Community College (Students)	$291.96
	6.	University / College (Students)	$510.94
G.	Medical		
	1.	Clinic (1,000 SF GFA)	$6,277.74
	2.	Hospital (Beds)	$2,200.15
	3.	Nursing Home (Beds)	$531.79
	4.	Animal Hospital / Veterinary Clinic (1,000 SF GFA)	$4,577.59
H.	Office		
	1.	Corporate Headquarters Building (1,000 SF GFA)	$2,549.48
	2.	General Office Building (1,000 SF GFA)	$2,705.89
	3.	Medical-Dental Office Building (1,000 SF GFA)	$6,287.66
	4.	Single Tenant Office Building (1,000 SF GFA)	$3,143.83
	5.	Office Park (1,000 SF GFA)	$2,690.24
I.	Commercial – Automobile Related		
	1.	Automobile Care Center (1,000 SF Occ. GFA)	$4,921.69
	2.	Automobile Parts Sales (1,000 SF GFA)	$8,258.42
	3.	Gasoline / Service Station (Vehicle Fueling Position)	$19,373.92
	4.	Gasoline / Service Station w Conv Market (Vehicle Fueling Position	$14,274.97
	5.	Gasoline / Service Station w/ Conv Market and Car Wash (Vehicle Fueling Position)	$14,869.33
	6.	New Car Sales (1,000 SF GFA)	$5,025.96
	7.	Quick Lubrication Vehicle Shop (Servicing Bays)	$6,287.66
	8.	Self-Service Car Wash (Stall)	$6,715.18
	9.	Tire Store (1,000 SF GFA)	$7,246.97
J.	Commercial – Dining		
	1.	Fast Food Restaurant with Drive-Thru Window (1,000 SF GFA)	$12,057.22
	2.	Fast Food Restaurant without Drive-Thru Window (1,000 SF GFA)	$4,441.03
	3.	High Turnover (SitDown) Restaurant (1,000 SF GFA)	$1,903.33
	4.	Quality Restaurant (1,000 SF GFA)	$1,268.79
	5.	Coffee / Donut Shop with Drive-Thru Window (1,000 SF GFA)	$10,788.44
K.	Commercial – Other Retail		
	1.	Free-Standing Retail Store (1,000 SF GFA)	$4,363.83
	2.	Nursery (Garden Center) (1,000 SF GFA)	$3,686.05
	3.	Home Improvement Superstore (1,000 SF GFA)	$1,496.32
	4.	Pharmacy / Drugstore without Drive-Thru Window (1,000 SF GFA)	$4,796.56
	5.	Pharmacy / Drugstore with Drive-Thru Window (1,000 SF GFA)	$6,397.15
	6.	Shopping Center (1,000 SF GFA)	$2,982.21
	7.	Supermarket (1.000 SF GFA)	$8,143.72
	8.	Toy / Children's Superstore (1,000 SF GFA)	$4,233.49
	9.	Department Store (1,000 SF GFA)	$1,511.96

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	10.	Video Rental Store (1,000 SF GFA)		$16,485.56
L.	Services			
	1.	Walk-In Bank (1,000 SF GFA)		$17,642.99
	2.	Drive-In Bank (Drive-In Lanes)		$33,179.67
	3.	Hair Salon (1,000 SF GFA)		$2,815.37
M.	Water impact fee			
	1.	Simple		
		a.	5/8" X 3/4"	$2,521.69
		b.	Residential 3/4"	$2,521.69
		c.	Commercial 3/4"	$3,782.54
		d.	1"	$6,304.24
		e.	1 1/2"	$12,608.48
		f.	2"	$20,173.57
	2.	Compound		
		a.	2"	$20,173.57
		b.	3"	$40,347.13
		c.	4"	$63,042.39
		d.	6"	$126,084.78
		e.	8"	$201,735.65
		f.	10"	$289,995.00
	3.	Turbine		
		a.	2"	$25,216.95
		b.	3"	$60,520.70
		c.	4"	$105,911.22
		d.	6"	$231,996.00
		e.	8"	$403,471.30
		f.	10"	$630,423.91
		g.	12"	$832,159.56
N.	Wastewater impact fee (meter equivalent)			
	1.	Simple		
		a.	5/8" X 3/4"	$1,857.68
		b.	Residential 3/4"	$1,857.68
		c.	Commercial 3/4"	$2,786.53
		d.	1"	$4,644.21
		e.	1 1/2"	$9,288.42
		f.	2"	$14,861.47
	2.	Compound		
		a.	2"	$14,861.47
		b.	3"	$29,722.94
		c.	4"	$46,442.09
		d.	6"	$92,884.17

	e.	8"	$148,614.68
	f.	10"	$213,633.60
3.	Turbine		
	a.	2"	$18,576.83
	b.	3"	$44,584.40
	c.	4"	$78,022.71
	d.	6"	$170,906.88
	e.	8"	$297,229.36
	f.	10"	$464,420.87
	g.	12"	$613,035.55

XII. REFUSE SERVICES FEES Current contract expires April 2024.

A.	Residential		
	1.	Trash, Recycle, and Bulk Collection	$15.55
	2.	Residential Franchise Fees	$1.24
	3.	Administrative Fee	$0.26
	4.	Additional Solid Waste Polycart	$7.25
	5.	Additional Recycle Polycart	$3.25
	6.	Polycart replacement Fee	$75.00
	7.	Excess Individual Bulk collection (Billed direct to customer)	$12 per yard
B.	Small Commercial Container Service (95 gallon cart) Does not include franchise fees, billing fees or taxes)		
	1.	Monthly per unit charge	$17.00
	2.	Additional Polycart	$15.50
	3.	Commercial Franchise Fees	3%

XIII. WATER RATE SCHEDULE (Rate Study conducted 2019 by New GenStrategies concludes 09/30/23)

A.	Residential			
	1.	Base Rate by meter size		
		a.	5/8" X 3/4"	$16.50
		b.	1"	$16.50
		c.	1 1/2"	$16.50
		d.	2"	$16.50
	2.	Tier Rate usage per 000's gallons		
		a.	0-10,000	$4.90

Sachse TEXAS

MASTER FEE SCHEDULE

	b.	10,001-20,000	$6.55
	c.	20,001-30,000	$8.50
	d.	Over 30,000	$10.00
B.	Non-Residential		
1.	Base Rate by meter size		
	a.	5/8" X 3/4"	$16.50
	b.	1"	$26.10
	c.	1 1/2"	$42.16
	d.	2"	$61.39
	e.	3"	$85.60
	f.	4"	$114.10
	g.	6" and above	$285.30
2.	Tier Rate usage per 000's gallons		
	a.	0-10,000	$4.90
	b.	10,001-20,000	$6.55
	c.	20,001-30,000	$8.50
	d.	Over 30,000	$10.00
C.	Irrigation		
1.	Base Rate by meter size		
	a.	5/8" X 3/4"	$16.50
	b.	1"	$26.10
	c.	1 1/2"	$42.16
	d.	2"	$61.39
	e.	3"	$85.60
	f.	4"	$114.10
	g.	6" and above	$285.30
2.	Tier Rate usage per 000's gallons		
	a.	0-10,000	$4.90
	b.	10,001-20,000	$6.55
	c.	20,001-30,000	$8.50
	d.	Over 30,000	$10.00

Sachse TEXAS

MASTER FEE SCHEDULE

XIV. WATER SERVICE CONNECTION FEES

A.	Deposit by meter size (Exception: Letter of Credit (24 month service history) or Senior Citizen (62+))			
	1.	5/8" X 3/4"		$150.00
	2.	1"		$150.00
	3.	1 1/2"		$175.00
	4.	2"		$200.00
	5.	3"		$300.00
	6.	4"		$400.00
	7.	6" and above		$600.00
B.	Multi-family unit deposit			$100.00
C.	Real Estate properties deposit (per 5 units)			$150.00
D.	Fire Hydrant Meter			
	1.	Deposit (refundable)		$1,500.00
	2.	Connection fee		$25.00
	3.	Minimum monthly billing		$25.00
	4.	Fire Hydrant Relocation Fee		One relocation No charge, $50.00 each subsequent move
	5.	Fire Hydrant Meter Tamper Fee		
		a.	First offense	$500.00 minimum plus the actual costs of any damage to City property
		b.	Second offense	$1,000.00 plus the actual costs of any damage to City property
		c.	Third and subsequent offenses	$1,500.00 plus the actual costs of any damage to City property
E.	Late charge			10%. Not to exceed $50 per statement
F.	Disconnection service fee			
	1.	Monday-Friday, 8:00 a.m. - 5:00 p.m.		$35.00
G.	Personnel onsite meter review - after two trips in a 12-month period			See K. Trip fee charge
H.	Reconnection service fee			
	1.	After hours		$40.00
I.	Returned check fee			$35.00
J.	Same day connect fee for all new services			$40.00
K.	Transfer fee			$10.00
L.	Trip charge			$50.00
M.	Meter-related			

Sachse TEXAS

MASTER FEE SCHEDULE

1.	Meter Testing		Reimburse the City actual costs of meter testing plus shipping and handling
2.	Meter box replacement		$75.00
3,	Meter lid replacement		$25.00
4.	Meter locking device replacement		$30.00
5.	Meter register replacement		$212.00
6.	Octave encoder & Allegro module with antenna replacement		$497.79
7.	Obstruction charge		$50.00
8.	Usage report requested in-house versus mywateradvisor.com		$5.00
9.	Tampering fee		$250.00 minimum plus the actual costs of any damage to City property

XV. WASTE WATER RATE SCHEDULE

A.	Residential		
1.	Meter		$12.91
2.	Volume charge per 1,000 gallons		$7.19
B.	Non-Residential		
1.	Per meter size		
	a.	5/8" X 3/4"	$22.00
	b.	1"	$35.00
	c.	1 1/2"	$50.00
	d.	2"	$70.35
	e.	4"	$70.00
	f.	6"	$70.00
	g.	8"	$90.00
2.	Volume charge per 1,000 gallons		$7.61

XVI. MUNICIPAL DRAINAGE UTILITY SYSTEM FEE effective January 1, 2018

Based on Equivalent Residential Unit (ERU) of impervious surface area on the property. The impervious area (IA) on the property is measured and divided by 4,300 sq ft to determine the number of billing units for non-residential properties. Single family residential properties equal 1 ERU.

A.	Single Family Residential (1 ERU)	$1.66 monthly per household
B.	Non-Residential	
1.	Based on Equivalent Residential Unit (ERU)	$1.66 monthly per 4,300 sq ft of impervious surface area
C.	Undeveloped Properties	In accordance with State Law

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	7. Consider an ordinance authorizing certain budget amendments pertaining to the fiscal year 2019-2020 budget.
Access	Public
Type	Action
Preferred Date	Sep 08, 2020
Fiscal Impact	Yes
Recommended Action	Approve an ordinance authorizing certain budget amendments pertaining to the fiscal year 2019-2020 Budget.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

Since approval of the Fiscal Year 2019-2020 Budget, several pertinent changes have occurred to projects in the City. Here is a summary by fund:

General Fund--The 9/30/2019 audited General Fund balance exceeded the policy threshold by approximately $3.5 million. With the need for numerous capital projects in the City, $3 million can be transferred to the Capital Projects for a project to be named at a later date.

General Fund--The City's response to COVID-19 required emergency expenditures not foreseen in the FY 2020 budget. Although most, if not all, of these expenditures will be covered by outside funding sources, they have resulted in the total General Fund expenditures likely exceeding the appropriation authorized by the original budget. We recommend increasing the total General Fund authorized expenditures by $300,000: $175,000 in Department 024-Fire, $75,000 in Department 021-Facilities Maintenance, and $50,000 in Department 034-Information Technology.

Impact Fee Fund--The FY 2019-2020 budget included amounts estimated for water and sewer infrastructure projects in The Station development. Actual expenditures exceeded the estimates by $60,045.

Utility Fund--See Impact Fee Fund description; revenue and expenditures are amended by the same amount.

Street Maintenance Tax Fund--The necessity of the asphalt overlay project on Merritt Road caused expenditures to exceed budget by $325,300; this is offset by reimbursement revenue from Dallas County in the amount of $209,095.

Vehicle/Equipment Replacement Fund--The Fire Department received notification after the deadline for budget submissions that two Lifepak 15's would no longer be serviced by the manufacturer. Replacement of this equipment is included in the VERF calculations.

POLICY CONSIDERATIONS

According to Section 7.09 of the City Charter, "Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the city council may, by a majority vote of the full membership, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget."

RECOMMENDATION

Approve an ordinance of the City Council of Sachse, Texas ("City"), authoriziing certain budget amendments pertaining to the fiscal year 2019-2020 Budget; and providing and effective date.

SACHSE Ordinance Amending 2019-2020 Budget.pdf (16 KB)

Budget Amendment FY 2019-2020.pdf (155 KB)

BUDGET AMENDMENT FY 2019-2020

CITY COUNCIL

SEPTEMBER 8, 2020

PROCESS

- *Section 7.09 of the City Charter*
- *Must be approved by City Council prior to end of fiscal year*
- *Amendment must be by ordinance and shall become attachment to original budget*
- *Ratification of all amendments included in subsequent year budget ordinance*

GENERAL/CAPITAL PROJECTS

- Transfer General Fund Balance exceeding policy threshold
  - 9/30/19 Fund Balance $10,355,357
  - Maximum target fund balance $6,847,100
  - FY 2020 transfer proposed $3,000,000
  - Previous FY 2018 transfer of $1,000,000
  - Full amount to be allocated to future project to be named

- Non-budgeted COVID-19 Expenditures
  - Most, if not all, will be covered by outside funding
  - Level of expenditures could cause General Fund to exceed original appropriation
  - $300,000 total: $175,000 Fire, $75,000 Facilities, $50,000 IT

STREET MAINTENANCE TAX

Project	Budgeted	Actual	Shortfall
Park Lake Boulevard	125,000	132,704	(7,704)
Bailey Road-Hooper to Williford	180,000	0	180,000
James Street	0	50,148	(50,148)
DeWitt Road	0	29,250	(29,250)
Merritt Road Overlay	0	418,192	(418,192)
TOTAL	$305,000	$630,294	($325,294)
Revenue:			Overage
Dallas County 50/50 Share	0	$209,095	$209,095

IMPACT FEES

Project	Budgeted	Actual	Shortfall
Water:			
Bunker Hill 12” WL Merritt to Miles	515,000	440,785	74,215
Sewer:			
Sewer Main Extension-Line A	241,000	488,771	(247,771)
Sewer Main Extension-Line B	191,000	77,489	113,511
TOTAL SEWER	$432,000	$566,260	$(134,260)

UTILITY FUND

Project	Budgeted	Actual	Shortfall
Water:			
Bunker Hill 12" WL Merritt to Miles	515,000	440,785	74,215
Sewer:			
Sewer Main Extension-Line A	241,000	488,771	(247,771)
Sewer Main Extension-Line B	191,000	77,489	113,511
TOTAL SEWER	$432,000	$566,260	$(134,260)

VEHICLE/EQUIPMENT REPLACEMENT FUND

- Recently notified that 2 Lifepak 15's will no longer be serviceable by the manufacturer.
- Both units are included in the VERF.
- Notification occurred after 2021 budget requests were submitted.
- Funding is available to begin the replacement process before the end of the year.
- Total cost of both units with service plan is $67,000.

SUMMARY

Fund	Revenue Change	Expenditure Change
General		$3,000,000.00
Capital Projects	$3,000,000.00	
Impact Fees		$60,045.00
Utility Fund	$60,045.00	$60,045.00
Street Maintenance Tax	$209,095.00	$325,300.00
VERF		$67,000.00

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY COUNCIL OF SACHSE, TEXAS ("CITY"), AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is required by the City Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2019-2020 Budget and submitted to the City council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the City Charter requirements of the City of Sachse, Texas, in the year 2019-2020, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _______________, 2020.

APPROVED:

____
Mike J. Felix
Mayor

DULY ENROLLED:

____
Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

____
Peter G. Smith
City Attorney
(PGS/05-13-13/61122)

EXHIBIT A

General Fund:

Expenditures:

01-020-55050	Transfers Out-Capital Projects	Street	$3,000,000.00
01-021-51920	Emergency Response Supplies	Facilities	$ 75,000.00
01-024-51920	Emergency Response Supplies	Fire	$ 175,000.00
01-034-51920	Emergency Response Supplies	IT	$ 50,000.00

Capital Projects Fund:

Revenues:

04-000-44800	Transfers In-General Fund	Street	$3,000,000.00

Impact Fee Fund:

Expenditures:

10-027-55090	Transfers Out-Utility Fund	Water	$ -74,215.00
10-028-55090	Transfers Out-Utility Fund	Sewer	$ 134,260.00

Utility Fund:

Revenues:

02-000-48090	Transfers In—Impact Fees	Water	$ -74,215.00
02-000-48090	Transfers In—Impact Fees	Sewer	$ 134,260.00

Expenditures:

02-027-54310	Water System CIP-Water Lines	Water	$ -74,215.00
02-028-54400	Sewer System CIP-Sewer Lines	Sewer	$ 134,260.00

Street Maintenance Tax Fund:

Revenues:

11-000-47040	Other Government Reimbursement	Street	$ 209,095.00

Expenditures:

11-020-54740	Street Maintenance	Street	$ 325,300.00

Vehicle/Equipment Replacement Fund:

Expenditures:

12-024-54050	Tools & Equipment over $5,000	Fire	$67,000.00

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	8. Conduct a public hearing on the proposed 2020-2021 fiscal year budget.
Access	Public
Type	Discussion, Procedural
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

The City Manager's 2020-2021 Proposed Budget for citywide programs and services was presented to City Council on August 17, 2020. Budget information was distributed for City Council review and consideration. The proposed budget has been posted on the City's website. Copies are also on file with the City Secretary and at the Sachse Public Library for public inspection.

This item is to allow public input regarding proposed revenues and expenditures for fiscal year 2020-2021. The proposed budget revenues and expenditures can be amended by the City Council prior to adoption of the budget ordinance.

POLICY CONSIDERATIONS

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

RECOMMENDATION

Conduct a public hearing on the proposed 2020-2021 fiscal year budget.

2020-2021 Notice of Public Hearing on Budget.pdf (106 KB)

NOTICE OF PUBLIC HEARING

CITY OF SACHSE

PROPOSED OPERATING BUDGET FISCAL YEAR 2020-2021

The City of Sachse will hold a Public Hearing on the proposed budget for the fiscal year 2020-2021 on **September 8, 2020 at 7:00 p.m.** at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas 75048.

This budget will raise less revenue from property taxes than last year's budget by $-116,906, which is a -.73 percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $525,986.

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

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	9. Consider an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021.
Access	Public
Type	Action
Preferred Date	Sep 08, 2020
Recommended Action	Approve and adopt the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

In accordance with Section 7.15 of the City Charter, the City held a public hearing on the proposed budget of programs and services for the ensuing fiscal year on September 8, 2020. The required "Notice of Public Hearing was published. In accordance with Section 7.02 of the City Charter, the City Council shall, prior to the beginning of the next fiscal year, adopt the budget by a favorable majority of the full membership of the City Council. Final adoption of the budget by the City shall constitute the official appropriations as proposed by the City Manager for the fiscal year beginning October 1, 2020, and ending September 30, 2021. Additionally, the General Fund budget of programs and services shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year.

POLICY CONSIDERATIONS

This document sets the financial and operational direction of the City for the next year.

The proposed tax rate is $0.72 per $100 assessed value. The proposed 20-21 Budgeted Expenditures are as follows:

General Fund	$20,993,029
Utility Fund	13,975,654
Debt Service Fund	5,042,217
Capital Projects Fund	2,867,395
Special Revenue Fund	47,000
Impact Fee Fund	550,000
Street Maintenance Tax Fund	610,000
Health Insurance Fund	1,603,136
Vehicle/Equipment Replacement Fund	261,346
Municipal Development District	249,000
Sachse Economic Development Corporation	855,000
TOTAL	**$47,053,777**

The total amount includes $6,477,108 in inter-fund transfers.

RECOMMENDATION

Approve an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021.

Draft SACHSE Ordinance Adopting Budget for Fiscal Year 2020-2021.pdf (171 KB)

ORDINANCE NO. _________

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021, has been duly created by the financial office of the City of Sachse, Texas, in accordance with Chapter 102.002 of the Local Government Code; and

WHEREAS, as required by Section 7.02 of the City Charter, the City Manager has prepared and submitted to the City Council a proposed budget reflecting financial policies for the year and forecasting revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for the fiscal year beginning October 1, 2020, and ending September 30, 2021; and

WHEREAS, as required by Section 7.04 of the City Charter, the proposed budget has been filed with the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code and Section 7.04 of the City Charter; and

WHEREAS, a public hearing was held by the City in accordance with Chapter 102.006 of the Local Government Code and Section 7.05 of the City Charter, following due publication of notice thereof, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Sachse City Council that the 2020-2021 fiscal year budget as hereinafter set forth should be adopted.

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Sachse, Texas for the fiscal year beginning October 1, 2020, and ending September 30, 2021, as submitted to the City Council by the City Manager, attached hereto as Exhibit "A", be and the same is hereby adopted as the budget of the City of Sachse for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2020, and ending September 30, 2021, shall be made in accordance with the budget approved by this resolution unless otherwise authorized by a duly enacted resolution of the City of Sachse, Texas.

SECTION 3. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2019-2020 are hereby ratified, and the budget approval for fiscal year 2019-2020, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 4. All ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 6. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _______________, 2020.

APPROVED:

____

Mike J. Felix
Mayor

DULY ENROLLED:

____

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

____

Joseph G. Gorfida, Jr.
City Attorney

City of Sachse
Budget Fiscal Year Beginning October 1, 2020
Exhibit "A"

Funds	Operating Budget	Capital Budget	Proposed Budget
General	20,993,029		20,993,029
Utility	11,278,783	2,696,871	13,975,654
Debt Service	5,042,217		5,042,217
Capital Projects Fund		2,867,395	2,867,395
Special Revenue	47,000		47,000
Impact Fee Fund		550,000	550,000
Street Maintenance Tax Fund		610,000	610,000
Health Insurance Fund	1,603,136		1,603,136
Vehicle/Equipment Replacement Fund		261,346	261,346
Municipal Development District		249,000	249,000
Economic Development Corporation	855,000		855,000
Total	$ 39,789,075	$ 7,234,612	$ 47,053,777

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	10. Consider an ordinance levying ad valorem taxes for the year 2020 (Fiscal Year 2020-2021) at a rate of $0.72 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2020.
Access	Public
Type	Action, Discussion, Information
Preferred Date	Sep 08, 2020
Recommended Action	Approve an ordinance levying ad valorem taxes for the year 2020 (Fiscal Year 2020-2021) at a rate of $0.72 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2020.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

The proposed rate is not greater than the no-new-revenue tax rate. This means that the City of Sachse is not proposing to increase property taxes for the 2020 tax year.

The tax rate consists of two components as follows:

FY 2019-2020	FY 2020-2021
Debt Service (I&S) $0.194207	$0.194207
Maintenance & Operations (M&O) $0.525793	$0.525793
TOTAL $0.720000	$0.720000

RECOMMENDATION

Approve an ordinance levying ad valorem taxes for the year 2020 (Fiscal Year 2020-2021) at a rate of $0.72 per one hundred dollars ($100) assessed valuation on all taxable property withing the corporate limits of the City of Sachse as of January 1, 2020, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debts of the City of Sachse; providing for due and delinquent dates together with penalties and interest; providing a severability clause; providing a repealing clause; and providing an effective date.

Notice of Tax Rate 2020-2021.pdf (18 KB)

Draft Sachse Ordinance Ad Valorem Taxes for Fiscal Year 2020-21 .pdf (81 KB)

NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of .72 per $100 valuation has been proposed by the governing body of City of Sachse.

PROPOSED TAX RATE	$0.720000 per $100
NO-NEW REVENUE TAX RATE	$0.739254 per $100
VOTER-APPROVAL TAX RATE	$0.760241 per $100
DE MINIMIS RATE	$0.763874 per $100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for City of Sachse from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval tax rate is the highest tax rate that City of Sachse may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for City of Sachse exceeds the voter-approval tax rate for City of Sachse

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for City of Sachse, the rate that will raise $500,000, and the current debt rate for City of Sachse

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that City of Sachse is not proposing to increase property taxes for the 2020 tax year.

A public meeting to vote on the proposed tax rate will be held on September 8, 2020 at 7:00 pm at 3815-B Sachse Rd Sachse TX

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Sachse is not required to hold an election at which voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City of Sachse at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount=(tax rate) X (taxable value of your property)/100

The members of the governing body voted on the proposed tax rate as follows:

FOR: Mayor Michael J Felix, Councilman Brett Franks, Mayor Pro Tem Michelle Howarth, Councilman Paul Watkins, Councilman Chance Lindsey, Councilman Cullen King, Councilman Jeff Bickerstaff

AGAINST:

PRESENT and not voting:

ABSENT:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Sachse last year to the taxes proposed to be imposed on the average residence homestead by City of Sachse this year:

	2019	2020	Change		
Total Tax Rate (per $100 of value)	$0.720000	$0.720000	*decrease of*	$0.000000 OR	0.00%
Average homestead taxable value	$290,533	$300,254	*increase of*	3.34%	
Tax on average homestead	$2,092	$2,162	*increase of*	$70 OR	3.34%
Total tax levy on all properties	$16,131,048	$16,014,088	*increase of*	-$116,960 OR	-0.73%

For assistance with tax calculations, please contact the tax assessor for City of Sachse at 214.653.7811 or TNTHELP@dallascounty.org, or visit www.dallascounty.org/tax/ for more information.

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, LEVYING AD VALOREM TAXES FOR THE YEAR 2020 (FISCAL YEAR 2020-2021) AT A RATE OF $0.72 PER ONE HUNDRED DOLLARS ($100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SACHSE AS OF JANUARY 1, 2020, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF SACHSE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. There is hereby levied for the tax year 2020 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Sachse, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of $0.72 on each One Hundred Dollars ($100) assessed valuation of taxable property, and shall be, apportioned and distributed as follows:

(a) For the purpose of defraying the current expenditures of the municipal government of the City of Sachse, a tax of $0.525793 on each and every One Hundred Dollars ($100) assessed value on all taxable property; and

(b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Sachse, not otherwise provided for, a tax of $0.194207 on each One Hundred Dollars ($100) assessed value of taxable property within the City of Sachse, and shall be applied to the payment of interest and maturities of all such outstanding debt of the City.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2020, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2021. There shall be no discount for payment of taxes prior to February 1, 2021. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

(a) A penalty of six percent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

(b) Provided, however, a tax delinquent on July 1, 2021, incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2020 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2020 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2020 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The taxes are payable at the Dallas County Tax Office if the property is located in Dallas County; or, at the Collin County Tax Office if the property is located in Collin County.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 7. All ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _______________, 2020.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph G. Gorfida, Jr.
City Attorney

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	11. Consider approving an amendment to the construction contract for the Southeast Sewer Lift Station project with Red River Construction Company in the amount not to exceed sixty-six thousand, nine hundred and ten dollars and ninety-eight cents ($66,910.98) and authorizing the City Manager to execute such agreement.
Access	Public
Type	Action, Discussion, Information
Preferred Date	Sep 08, 2020
Absolute Date	Sep 08, 2020
Fiscal Impact	Yes
Dollar Amount	66,910.98
Budgeted	Yes
Budget Source	Construction of the project is funded through Certificates of Obligation through the Utility Fund
Recommended Action	Approve an amendment to the construction contract for the Southeast Sewer Lift Station project with Red River Construction Company in the amount not to exceed sixty-six thousand, nine hundred and ten dollars and ninety-eight cents ($66,910.98) and authorizing the City Manager to execute such agreement.
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

On December 17, 2018, City Council awarded the original contract to Red River Construction Company in the amount of $2,829,900.00. This lift station is part of an overall sewer expansion project that helps to address the need for sewer in the southeast portion of the City. These improvements are critical to the development of future projects along the PGBT district as well as the long-term infrastructure needs of the City. The new lift station that serves the southeast portion of the City and is located at the end of Eastview Drive. The project is currently 98% complete.

OVERVIEW

Throughout the project, several changes were required to facilitate construction. This contract adjusts project quantities (over and under), adds new construction items, requests by residents, and addresses unforeseen issues encountered in the field. This contract amendment will allow staff to complete the project and move forward with final acceptance.

The project has contingency that will cover the majority of the proposed change order items. Staff has worked with Red River Construction to add a flow meter and SCADA monitoring to our third connection point with the City of Garland. This connection is not metered and the sewer usage at this location is currently estimated. The proposed change order will allow us to better estimate the sewer usage as it enters the City of Garland.

POLICY CONSIDERATIONS

Construction of this project is in accordance with the 2017 Comprehensive Plan recommendations, the 10-year Capital Improvement Plan, and the FY 2017-2018 Capital Improvement Plan.

RECOMMENDATION

Approve an amendment to the construction contract for the Southeast Sewer Lift Station project with Red River Construction Company in the amount not to exceed sixty-six thousand, nine hundred and ten dollars and ninety-eight cents ($66,910.98) and authorizing the City Manager to execute such agreement.

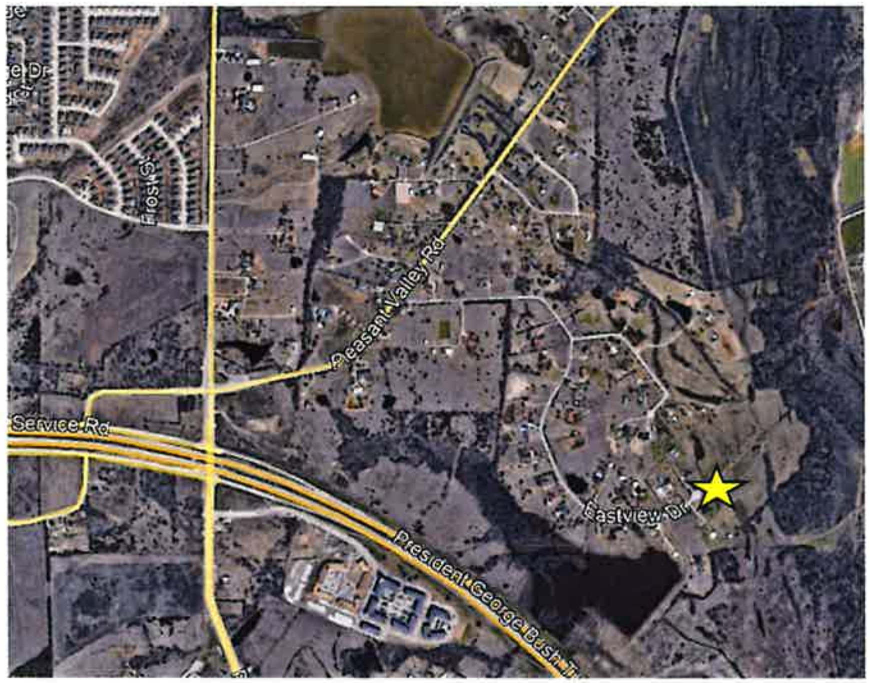
Presentation - Southeast Sewer Lift Station CO1.pdf (248 KB)

Southeast Sewer Lift Station Contract Change Order #1

CITY COUNCIL

SEPTEMBER 8, 2020

Project Location Map



Background

- On December 17, 2018, City Council awarded the original contract to Red River Construction Company in the amount of $2,829,900.00.
- This lift station is part of an overall sewer expansion project that helps to address the need for sewer in the southeast portion of the City.
- These improvements are critical to the development of future projects along the PGBT district as well as the long-term infrastructure needs of the City.
- The new lift station serves the southeast portion of the City and is located at the end of Eastview Drive.
- The project is currently 98% complete.

Construction Contract Changes

- **Utility Additions and Revisions:** There are several items in which changes were made in the field to address changes in the design, to provide for additional operational efficiency, and to provide metered sewer flow.
- **Change Order #1-3, #6,#8 and #11**: These change orders corrected miscellaneous items that help to improve operations and monitoring of the new lift station. These items will increase plan quantities to the contract and are covered with the existing contingency allowance.

Construction Contract Changes

- **Change Order #5**: This item is to provide a metered flow connection with the City of Garland. This connection is currently not metered and the sewer flowage at this location is estimated. The proposed change order will allow the City to better calculate the sewer usage as it enters the City of Garland. This item will increase plan quantities to the contract at a cost of $100,155.76. A portion of this change order is covered with the existing contingency allowance. The remaining amount is not covered and results in an contract increase of $66,910.98.

Project Funding

- In 2018, the City Council authorized Certificates of Obligation through the Utility Fund in order to facilitate the construction of this project.

COST SUMMARY

Original Contract Price:	$2,829,900.00
Change Order #1:	$66,910.98
Revised Contract Price:	$2,896,810.98

- Additional funding will be utilized from the Utility Fund to cover the cost of this change order.

Next Steps

- Staff recommends approval of the proposed contract amendment to the Southeast Sewer Lift Station Project with Red River Construction Company in the amount not to exceed Sixty-Six Thousand, Nine Hundred Ten Dollars and Ninety-Eight Cents ($66,910.98) and authorizing the City Manager to execute such agreement.

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	12. Consider the immediate replacement of two (2) LifePak15 cardiac monitors utilizing the Vehicle and Equipment Replacement Fund (VERF) in the amount of sixty-six thousand five hundred ninety-nine dollars and seventy-two cents ($66,599.72).
Access	Public
Type	Action, Discussion, Information
Preferred Date	Sep 08, 2020
Absolute Date	Sep 08, 2020
Fiscal Impact	Yes
Dollar Amount	66,599.72
Budgeted	Yes
Budget Source	Vehicle & Equipment Replacement Fund (VERF)
Recommended Action	Approve the immediate replacement of two (2) LifePak 15 units (part numbers beginning with V15-2) utilizing the Vehicle and Equipment Replacement Fund (VERF) in the amount of sixty-six thousand five hundred ninety-nine dollars and seventy-two cents ($66,599.72).
Goals	Strategically invest in the City's existing and future infrastructure. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND
Sachse Fire-Rescue (SFR) provides Emergency Medical Services (EMS) and the use of cardiac monitors is essential for advance cardiac assessment and treatment. SFR utilizes LifePak 15 cardiac monitors to provide these services for residents. Two of the units in service require replacement.

OVERVIEW
SFR received notification that two of its LifePak 15 cardiac monitors were on the list of equipment that would not be serviced due to specific replacement parts not being available on the market. These units were purchased in 2013. Not being able to receive maintenance or repair renders the units obsolete. While these units are still operational at this time, there is an opportunity to trade them in. Trade-in value for both of the current units equals $13,000. SFR would like to use the opportunity to trade them in before they are no longer usable and unable to be repaired. The remaining trade-in value of the current LifePaks has been applied toward the purchase of the two new LifePaks.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Staff recommends that Council approves the immediate replacement of two (2) LifePak 15 units (part numbers beginning with V15-2) utilizing the Vehicle and Equipment Replacement Fund (VERF) in the amount of sixty-six

thousand five hundred ninety-nine dollars and seventy-two cents ($66,599.72).

LP15 x2 w serv v1 v2 promo.pdf (495 KB)

stryker

LP15 V1 V2 Promo

Quote Number: 10232148

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Version: 1

Prepared For: CITY OF SACHSE
Attn:

Rep: David Atkinson
Email: david.b.atkinson@stryker.com
Phone Number: 2145480069
Mobile: 2145480069

Quote Date: 08/06/2020
Expiration Date: 11/04/2020

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CITY OF SACHSE	Name:	CITY OF SACHSE	Name:	CITY OF SACHSE
Account #:	1078228	Account #:	1078228	Account #:	1078228
Address:	3815 SACHSE RD BLDG B	Address:	3815 SACHSE RD BLDG B	Address:	3815 SACHSE RD BLDG B
	SACHSE		SACHSE		SACHSE
	Texas 75048-3893		Texas 75048-3893		Texas 75048-3893

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	$30,118.60	$60,237.20
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	$0.00	$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	$405.08	$1,620.32
4.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	$544.00	$1,088.00
5.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	$599.25	$1,198.50
6.0	11160-000011	NIBP Cuff-Reusable, Infant	2	$19.55	$39.10
7.0	11160-000013	NIBP Cuff-Reusable, Child	2	$22.10	$44.20
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	$30.60	$61.20
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	2	$43.35	$86.70
10.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	$286.45	$572.90
11.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	$51.85	$103.70
12.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	$73.95	$147.90
				Equipment Total:	$65,199.72

stryker

LP15 V1 V2 Promo

Quote Number:	10232148
Version:	1
Prepared For:	CITY OF SACHSE
	Attn:

Remit to:	**Stryker Medical**
	P.O. Box 93308
	Chicago, IL 60673-3308
Rep:	David Atkinson
Email:	david.b.atkinson@stryker.com
Phone Number:	2145480069
Mobile:	2145480069

Quote Date:	08/06/2020
Expiration Date:	11/04/2020

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
50994-000105	Trade in of LIFEPAK 15 4+ features towards the purchase of a Stryker device	2	-$6,500.00	-$13,000.00

ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
13.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	08/04/2020	08/03/2024	$7,200.00	$14,400.00

ProCare Total: $14,400.00

Price Totals:

Grand Total: $66,599.72

Comments:

The service plan has a potential gap in coverage based on annual schedule at Sachse Fire. This gap is potentially 2 mo. Suggestion is a 2 mo gap coverage to be added to the end of the 5th yr. That coverage would be $127.50 per mo per device. In this case 2 LifePaks for 2 mo. would be $510. This will require a 2nd document but it cannot be produced until we know your serial#.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

stryker

LP15 V1 V2 Promo

Quote Number:	10232148	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF SACHSE	Rep:	David Atkinson
	Attn:	Email:	david.b.atkinson@stryker.com
		Phone Number:	2145480069
		Mobile:	2145480069

Quote Date: 08/06/2020

Expiration Date: 11/04/2020

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.
Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.
Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.
In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.
Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	13. Consider a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for the Sachse Public Improvement District No. 1 at the Station and call for a public hearing to be held during the Regular City Council Meeting on Monday, October 19, 2020, regarding the levy of assessments against property in such Public Improvement District.
Access	Public
Type	Action, Discussion, Information
Preferred Date	Sep 08, 2020
Absolute Date	Sep 08, 2020
Recommended Action	Consider a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for the Sachse Public Improvement District No. 1 at the Station and call for a public hearing to be held during the Regular City Council Meeting on Monday, October 19, 2020, regarding the levy of assessments against property in such Public Improvement District.

Public Content

BACKGROUND

The Public Improvement District Assessment Act (the PID Act), Texas Local Government Code, Chapter 372, as amended, authorizes the City Council to create a public improvement district within the City. On January 22, 2019, the Council approved Resolution No. 3905 authorizing, establishing and creating the Sachse Public Improvement District No. 1, and, on December 2, 2019, the Council approved Resolution No. 3958 adding land to the District.

OVERVIEW

The Council and the City staff have been presented a "Sachse Public Improvement District No. 1 Preliminary Service and Assessment Plan", including the proposed assessment roll. The PID Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City and be subject to public inspection. The PID Act also requires that a public hearing be held to consider proposed assessments and requires the Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing.

POLICY CONSIDERATIONS

This action item is authorized under Chapter 372 of the Texas Local Government Code and is contemplated within the original Development Agreement between the City and PMB Station Land LP that was executed on October 3, 2018.

RECOMMENDATION

Approve a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for the Sachse Public Improvement District No. 1 at the Station and call for a public hearing to be held during the Regular City Council Meeting on Monday, October 19, 2020, regarding the levy of assessments against property in such Public Improvement District.

Presentation - The Station Agenda Items.pdf (150 KB)

Resolution PID No. 1 - Calling Assessment Hearing.pdf (46 KB)

PID No. 1 PSAP.pdf (4,479 KB)

The Station Agenda Items

City Council
September 8, 2020

The City of
SACHSE

Overview

- Three items on the agenda tonight related to The Station project
  - Resolution considering approval of the preliminary service and assessment plan for Public Improvement District No. 1 and calling a public hearing
  - Resolution considering approval of the preliminary service and assessment plan for the for the operation and maintenance of the Sachse Public Improvement District No. 1 and calling a public hearing
  - Resolution calling for a public hearing on the amendment of the TIRZ boundaries

The City of
SACHSE

PSAP and Public Hearing for PID No. 1

- The PID Act authorizes the City Council to create a public improvement district within the City.
- On January 22, 2019, the Council approved Resolution No. 3905 authorizing, establishing and creating the Sachse Public Improvement District No. 1, and, on December 2, 2019, the Council approved Resolution No. 3958 adding land to the District.
- *As a reminder, this is not an additional "tax" but an assessment placed on properties **only in the designated public improvement district**
- The PID Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City and be subject to public inspection.
- The PID Act also requires that a public hearing be held to consider proposed assessments
- Public hearing to be called for October 19, 2020

The City of
SACHSE

PSAP and Public Hearing for PID No. 1 (Operations and Maintenance)

- Like the PSAP for the PID No. 1, but addressing the operations and maintenance component
- This was originally contemplated within the Development Agreement
- Allows for the maintenance of increased standards within the development (monument signage, additional amenities above and beyond the scope of a traditional development)
- *As a reminder, this is not an additional "tax" but an assessment placed on properties **only in the designated public improvement district**
- The PID Act also requires that a public hearing be held to consider proposed assessments
- Public hearing to be called for October 19, 2020

The City of SACHSE

TIRZ #2 Boundary Amendment

- Item calls a public hearing for the regular City Council meeting on September 21, 2020
- Amendment of the boundaries to include the approximately 15 acres of land that was added to the PID
- This addition of land was contemplated in the Development Agreement

The City of
SACHSE

Next Steps

- Approval of resolutions and calling of affiliated public hearings
- Public hearing for PID items: October 19, 2020
  - In conjunction with the levy of assessments
- Public hearing for TIRZ #2: September 21, 2020

The City of
SACHSE

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING A SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL WITH THE CITY SECRETARY; CALLING AND NOTICING A PUBLIC HEARING TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act"), authorizes the City Council (the "Council") of the City of Sachse, Texas (the "City"), to create a public improvement district within the City; and

WHEREAS, on January 22, 2019, the Council approved Resolution No. 3905 (the "Authorization Resolution"), authorizing, establishing and creating the Sachse Public Improvement District No. 1 (the "District"), and, on December 2, 2019, the Council approved Resolution No. 3958 adding land to the District; and

WHEREAS, the Council and the City staff have been presented a "Sachse Public Improvement District No. 1 Preliminary Service and Assessment Plan", including the proposed assessment roll (the "Proposed Assessment Roll") attached thereto (the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be held to consider proposed assessments and requires the Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the 10th day before the date of the Assessment Hearing; and

WHEREAS, the Council finds it to be in the public interest to accept the Preliminary SAP and the Proposed Assessment Roll and to establish a date for the Assessment Hearing and to take such further action as required by the Act.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The Preliminary SAP for the District, including the Proposed Assessment Rolls, is hereby accepted.

SECTION 3. The Proposed Assessment Roll shall be filed with the City Secretary and the same shall be available for public inspection.

SECTION 4. A public hearing (the Assessment Hearing as defined above) shall be conducted during the regular meeting of the Council to be held on October 19, 2020 at 7:00 p.m., which meeting will be conducted by video conference in accordance with applicable provisions of the Texas Open Meetings Act as waived and/or modified by the Governor of the State of Texas pursuant to Texas Government Code §418.016 and during which the Council shall, among other actions, hear and pass on any objections to the proposed assessments. Upon the adjournment of the Assessment Hearing, the Council may consider an ordinance approving the final update to the Service and Assessment Plan. Citizens may access at http://www.cityofsachse.com/councilmeetings.

SECTION 5. The City Secretary is hereby authorized and directed to publish notice of the Assessment Hearing, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, as required by Section 372.016(b) of the Act.

SECTION 6. The City Secretary is hereby authorized and directed to mail notice of the Assessment Hearing to owners of property liable for the assessments set forth in the Proposed Assessment Roll, as required by Section 372.016(c) of the Act.

SECTION 7. This Resolution shall become effective from and after its date of passage in accordance with law.

DULY RESOLVED AND ADOPTED on this the 8th day of September 2020.

CITY OF SACHE, TEXAS

____
Mike J. Felix, Mayor

ATTEST:

____
Michelle Lewis Sirianni, City Secretary

Exhibit A

SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1
SERVICE AND ASSESSMENT PLAN

Sachse Public Improvement District No. 1

PRELIMINARY SERVICE AND ASSESSMENT PLAN

VERSION 4.1 09/04/2020

P3WORKS

AUSTIN, TX | NORTH RICHLAND HILLS, TX

TABLE OF CONTENTS

INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," an "Exhibit," or an "Appendix" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On January 22, 2019, the City Council passed and approved Resolution No. 3905 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 170.686 acres located within the corporate limits of the City, as described by the legal description on **Exhibit M-1** and depicted on **Exhibit A-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Assessment Roll for Improvement Area #1 is included as **Exhibit E-1.** The Assessment Roll for the Major Improvement Area is included as **Exhibit F-1.**

SECTION I: DEFINITIONS

"Actual Costs" mean with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner, including : (1) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting, and public approval expenses, architectural, engineering, legal and consulting fees, and governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the owners or developers.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate charged on Assessments pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the creation and operation of the District and the construction of the Authorized Improvements, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan and the PID Act with respect to the PID Bonds, including continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District against which an Assessment is levied.

"Assessment" means an assessment levied against a Parcel within the District, other than Non-Benefitted Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property within the District, including the Major Improvement Area Assessment Roll and the Improvement Area #1 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, or any Annual Service Plan Update.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, as depicted on **Exhibit G-1** and **Exhibit G-2** and described in **Section III**.

"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of PID Bonds.

"City" means the City of Sachse, Texas.

"City Contribution" means cash put up by the City to finance a portion of the total costs of the Major Improvements.

"City Council" means the governing body of the City.

"City Land" means _____ acres within the Major Improvement Area that is benefitted from the Major Improvements but will not be assessed. The City is paying the portion of costs of the Major Improvements allocated to the City Land in cash through the City Contribution.

"Commercial Lots" means Lots containing property intended for commercial or other non-residential use, such as retail, restaurant, office, or flex.

"County" means Dallas County, Texas.

"Delinquent Collection Costs" mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"District" means Sachse Public Improvement District No. 1 containing approximately 170.686 acres located within the corporate limits of the City, and more specifically described in **Exhibit M-1** and depicted on **Exhibit A-1**.

"District Formation Costs" means the costs associated with forming the District, including but not limited to attorney fees, first year's Annual Collection Costs, and any other cost or expense incurred by the City directly associated with the establishment of the District.

"Engineer's Report" means a report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit.

"Estimated Buildout Value" means the estimated buildout value of an Assessed Property, as provided by the Owner and confirmed by the City Council by considering such factors as density, Lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that may impact value. The Estimated Buildout Value for a Lot will be calculated pursuant to **Section VI.**

"Food Retail Parcel" means a type of Commercial Parcel within the District intended to be developed as food retail as provided by the Owner.

"Improvement Area #1" means approximately 48.387 acres located within the District, more specifically described in **Exhibit M-2** and depicted in the plat on **Exhibit A-2**.

"Improvement Area #1 Annual Installment" means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, which amount may be reduced by the TIRZ No. 2 Annual Credit Amount.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit E-1.**

"Improvement Area #1 Bonds" means those certain "City of Sachse, Texas Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District No. 1 Improvement Area #1 Project)" that are secured by Improvement Area #1 Assessments.

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit G-1.**

"Improvement Area #1 Maximum Assessment" means for each Lot within Improvement Area #1, the amount shown on **Exhibit H.**

"Improvement Area #1 Projects" means collectively: (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1; (2) the Improvement Area #1 Improvements; (3) Improvement Area #1's pro rata share of District Formation Costs; and (4) Bond Issuance Costs.

"Improvement Area #1 Reimbursement Obligation" means an amount not to exceed $6,185,000 secured by Improvement Area #1 Assessments to be paid to Owner pursuant to the Reimbursement Agreement.

"Indenture" means an Indenture of Trust entered into in connection with the issuance of each series of PID Bonds, as amended from time to time, between the City and the Trustee setting forth terms and conditions related to a series of PID Bonds.

"Inline Retail Parcel" means a type of Commercial Parcel within the District intended to be developed as inline retail as provided by the Owner.

"Jr. Anchor Retail Parcel" means a type of Commercial Parcel within the District intended to be developed as Jr. Anchor retail as provided by the Owner.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by "lot" in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or a preliminary plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. retail, office, multi-family, single family residential), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as calculated by the Administrator based on information provided by the Owner, and confirmed by the City Council.

"Major Improvement Area" means approximately 122.299 acres located within the District, and more specifically described in **Exhibit M-3** and depicted on **Exhibit A-1**.

"Major Improvement Area Annual Installment" means the Annual Installment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council/Commissioner's Court that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"Major Improvement Area Assessed Property" means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

"Major Improvement Area Assessment" means an Assessment levied against a Parcel within the Major Improvement Area and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Major Improvement Area Assessment Roll" means the Assessment Roll for the Major Improvement Area Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any Annual Service Plan Updates. The Major Improvement Area Assessment Roll is included in this Service and Assessment Plan as **Exhibit F-1**.

"Major Improvement Area Bonds" means those certain "City of Sachse, Texas Special Assessment Revenue Bonds, Series 2020 (Sachse Public Improvement District No. 1 Major Improvement Area Project)" that are secured by Major Improvement Area Assessments.

"Major Improvement Area Maximum Assessment" means for each Lot within the Major Improvement Area, the amount shown on **Exhibit H.** The Major Improvement Area Maximum Assessment only includes the Major Improvement Area Assessment.

"Major Improvement Area Projects" means collectively: (1) the pro rata portion of the Major Improvements allocable to the Major Improvement Area; (2) the Major Improvement Area's pro rata share of the District Formation Costs; and (3) Bond Issuance Costs.

"Major Improvements" means those Authorized Improvements that confer special benefit to all the Assessed Property within the District, and as further described in **Section III.A.** and depicted on **Exhibit G-2.** Major Improvements are allocated pro rata to Improvement Area #1 Assessed Property and Major Improvement Area Assessed Property based on Estimated Buildout Value.

"Maximum Assessment" means for each Lot within the District, the amount shown on **Exhibit H.**

"Multi-family Parcel" means a type of Residential Parcel within the District intended to be developed as multi-family housing.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

"Notice of Assessment Termination" means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit J.**

"Office Flex Parcel" means a type of Commercial Parcel within the District intended to be developed as office flex space as provided by the Owner.

"Office Parcel" means a type of Commercial Parcel within the District intended to be developed as office space as provided by the Owner.

"Owner" means PMB Station Developer LLC, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transfer to end users.

"Pad Retail Parcel" means a type of Commercial Parcel within the District intended to be developed as pad retail as provided by the Owner.

"Parcel" or **"Parcels"** means a specific property within the District identified by either a tax map identification number assigned by the Dallas Central Appraisal District for real property tax purpose, by the legal description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

"Prepayment" means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"Prepayment Costs" means interest, including Additional Interest and Annual Collection Costs incurred up to the date of Prepayment.

"Reimbursement Agreement" means that certain Sachse Public Improvement District No. 1 Reimbursement Agreement" effective ___________________ entered into by and between the City and Owner, whereby all or a portion of the Actual Costs not paid to the Owner from Improvement Area #1 Bonds will be paid to the Owner from Improvement Area #1 Assessments to reimburse the Owner for Actual Costs paid by the Owner, plus interest, that are eligible to be paid with Improvement Area #1 Assessments.

"Residential Parcel" means a Parcel containing property intended for residential use, such as single-family or multi-family residences.

"Service and Assessment Plan" means this Sachse Public Improvement District No. 1 Service and Assessment Plan as updated, amended, or supplemented from time to time.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

"Single Family Parcel" means a type of Residential Parcel within the District platted or anticipated to be platted into 40' single family Lots and being marketed to homebuilders as 40' single family Lots. See **Exhibit L-1** for homebuyer disclosures for single family Lots.

"TIRZ No. 2" means the Sachse Tax Reinvestment Zone Number Two, City of Sachse, TX.

"TIRZ No. 2 Agreement" means the TIRZ Agreement – The Station PID, effective as of ______________________.

"TIRZ No. 2 Annual Credit Amount" is defined in **Section V.F**, which amount shall not annually exceed the TIRZ No. 2 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 2 Fund to the applicable pledged revenue fund pursuant to the TIRZ No. 2 Agreement.

"TIRZ No. 2 Final Plan" means the Sachse Tax Reinvestment Zone Number Two, City of Sachse, Texas Final Project and Financing Plan, dated ___________, 2020.

"TIRZ No. 2 Fund" means the tax increment fund created pursuant to the TIRZ No. 2 Ordinance where TIRZ No. 2 Revenues are deposited annually.

"TIRZ No. 2 Maximum Annual Credit Amount" means for each Lot Type, the amount of TIRZ No. 2 Revenues that results in an equivalent tax rate of $0.35011 per $100 of assessed value for such Lot Type taking into consideration the tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Improvement Area #1 Annual Installment, based on assumed buildout at the time the City Council approves the Assessment Ordinance levying the Improvement Area #1 Assessment. The assumed buildout values per projected Lot Type are shown on **Exhibit H.** The TIRZ No. 2 Maximum Annual Credit Amount for future improvement areas will be calculated based on Estimated Buildout Value and will not exceed 50% of the City's tax rate, per the TIRZ No. 2 Final Plan.

"TIRZ No. 2 Ordinance" means Ordinance No. 3898 adopted by the City Council approving the TIRZ No. 2 Final Plan and authorizing the use of TIRZ No. 2 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 2 Final Plan.

"TIRZ No. 2 Revenues" mean, for each year, the amounts which are deposited in the TIRZ No. 2 Fund pursuant to the TIRZ No. 2 Ordinance, TIRZ No. 2 Final Plan, and TIRZ No. 2 Agreement.

"Townhome Parcel" means a type of Residential Parcel within the District platted or anticipated to be platted into townhome Lots and being marketed to homebuilders as townhome Lots. See **Exhibit L-2** for homebuyer disclosures for townhome Lots.

"Trustee" means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 170.686 contiguous acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit M-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 249 single-family homes, 789 multi-family units, and 618,100 square feet of commercial space.

Improvement Area #1 includes approximately 48.387 contiguous acres, notwithstanding roadways dividing the District, located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit M-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 165 40' single-family homes, 59 townhomes, 300 multi-family units, 15,600 square feet of commercial space.

The Major Improvement Area includes approximately 122.299 contiguous acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit M-3** and depicted on **Exhibit A-1**. Development of the Major Improvement Area is anticipated to include approximately 25 townhomes, 489 multi-family units, 602,500 square feet of commercial space, and ___ acres of City Land.

SECTION III: AUTHORIZED IMPROVEMENTS, DISTRICT FORMATION COSTS AND BOND ISSUANCE COSTS

The City, based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City. The budget for the Authorized Improvements and the allocation between Improvement Area #1 and the Major Improvement Area is shown on **Exhibit B.**

A. Major Improvements

All Authorized Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Station Blvd/Bunker Hill Road*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, dry utility infrastructure, drainage infrastructure, screen walls, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way.

- *Hudson Road*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, drainage infrastructure, screen walls, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way.

- *Merritt Road*

  Improvements include landscaping enhancements and retaining walls for the right-of-way of Merritt Road.

- *Commons Parkway/Street A*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, dry utility infrastructure, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide a benefit to all property within the District.

- *Heritage Park Improvements*

  Developer to provide – please note, bonds cannot be sold to fund the park until we have a description and concept plan showing the location of the improvements.

- *Heritage Park Improvements Design*

  Developer to provide

- *Regional Detention*

  Improvements include clearing, pond excavation, soil testing, retaining walls, erosion control, piping of inbound and outbound drainage lines, and construction of outlet structures. Hardscape and landscape improvements including a boardwalk, pedestrian bridge, trails, re-vegetation, and fountains are also included.

- *Master Water Line Extension*

  Improvements including trench excavation and embedment, trench safety, piping, fire hydrant assemblies, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide water service to the District.

- *Master Sewer Main Extension – Line A*

Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide wastewater service to the District.

- *Master Sewer Main Extension – Line B*

  Improvements including trench excavation and embedment, trench safety, piping, boring, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide wastewater service to the District.

- *Master Entry Monumentation/Artwork*

  Improvements include public entry signage components such as monument signs, lighting, brick wall footings, and landscaping. Public art features such as statues and monuments are also included.

- *Public Collector Road B/Street B*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps and sidewalks located within the right of way. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within the District.

- *TxDOT Lanes*

  - *Street*

    Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel, testing, ADA ramps, striping, drainage infrastructure, TxDOT Improvements and curb cut driveways. All related earthwork, excavation, erosion control, retaining walls, screen walls, mow strips, landscaping, and irrigation and re-vegetation of all disturbed areas within the right-of-way are also included.

  - *Water*

    Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water service to all Lots within the Major Improvement Area.

- *Sewer*

  Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the Major Improvement Area.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, piping and boxes, headwalls, concrete flumes, rip rap, outfalls, and testing as well as all related earthwork, excavation, erosion control, drainage ponds, retaining walls, and necessary appurtenances to provide storm drainage for all Lots within the Major Improvement Area.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Major Improvements and District Formation Costs.

B. Improvement Area #1 Improvements

All Authorized Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Public Parking Access and In-Tract Improvements/Public Parking Area*

  - *Street*

    Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel, testing, ADA ramps, striping, drainage infrastructure, TxDOT Improvements, and curb cut driveways. All related earthwork, excavation, erosion control, retaining walls, street signs and traffic safety signs, landscaping, and irrigation and re-vegetation of all disturbed areas within the right of way are also included.

  - *Water*

    Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sewer*

  Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, piping and boxes, headwalls, concrete flumes, rip rap, outfalls, and testing as well as all related earthwork, excavation, erosion control, drainage ponds, retaining walls, and necessary appurtenances to provide storm drainage for all Lots within Improvement Area #1.

- *Phase 1 SF/East Tract*

  - *Street*

    Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

  - *Water*

    Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

  - *Sewer*

    Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

  - *Storm Drainage*

    Improvements including earthen channels, swales, curb and drop inlets, piping and boxes, headwalls, concrete flumes, rip rap, outfalls, and testing as well as all related earthwork, excavation, erosion control, drainage ponds, retaining walls, and all necessary appurtenances to provide storm drainage for all Lots within Improvement Area #1.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #1 Projects including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Improvement Area #1 Projects.

C. District Formation Costs and Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Underwriter's Counsel*

  Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

- *Cost of Issuance*

  Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

- *1st Year's Annual Collection Costs*

  Includes the first 16 months of Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for the District.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated each year in the Annual Service Plan Update.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future Owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Costs of the Improvement Area #1 Improvements shall be allocated entirely to the Improvement Area #1 Lots based upon the legal description in the Improvement Area #1 Assessed Property.
- Costs of the Major Improvements less the City's Contribution shall be allocated between the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property pro rata based on Estimated Buildout Value, as shown on **Exhibit B.** The portion of Major Improvements allocated to City Land will be paid for by the City in cash as part of the City Contribution. City land will not be assessed.

- District Formation Costs shall be allocated between the Improvement Area #1 Assessed Property and the Major Improvement Area Assessed Property pro rata based on Estimated Buildout Value, as shown on **Exhibit B.**

B. Assessments

The Improvement Area #1 Assessment will be levied on the Improvement Area #1 Assessed Property in the amounts shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit E-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit E-2**. Upon division or subdivision of the Improvement Area #1 Assessed Property, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Major Improvement Area Assessment will be levied on the Major Improvement Area Assessed Property in the amounts shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit F-1**. The projected Major Improvement Area Annual Installments are shown on **Exhibit F-2**. Upon division or subdivision of the Major Improvement Area Assessed Property, the Major Improvement Area Assessment will be reallocated pursuant to **Section VI**. The City Land will not be assessed, and the portion of the Major Improvements allocated to the City Land will be paid for by the City in cash as part of the City Contribution as shown in **Exhibit B.**

The Maximum Assessment for each Lot Type is shown on **Exhibit H**. In no case will the Assessment for any Lot within exceed the corresponding Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*
    - The costs of the Improvement Area #1 Projects equal $12,266,826 as shown on **Exhibit B**; and
    - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects; and
    - The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equals $12,265,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit E-1**;

- The special benefit (≥ $12,266,826) received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects is equal to or greater than the amount of the Improvement Area #1 Assessment ($12,265,000) levied on the Improvement Area #1 Assessed Property for the Improvement Area #1 Projects; and
- At the time the City Council approved the Service and Assessment Plan, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Assessed Property.

- *Major Improvement Area*
  - The costs of the Major Improvement Area Projects equal $8,504,578 as shown on **Exhibit B**; and
  - The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Area Projects equal to or greater than the Actual Cost of the Major Improvement Area Projects; and
  - The Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessment levied for the Major Improvement Area Projects, which equals $8,345,000 as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit F-1**;
  - The special benefit (≥ $8,504,578) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects is equal to or greater than the amount of the Major Improvement Area Assessment ($8,345,000) levied on the Major Improvement Area Assessed Property for the Major Improvement Area Projects; and
  - At the time the City Council approved the Service and Assessment Plan, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects confer a special benefit

on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessment on the Major Improvement Area Assessed Property.

D. Annual Collection Costs

Annual Collection Costs shall be paid for annually by each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

F. TIRZ No. 2 Annual Credit Amount

The City Council, in accordance with the TIRZ No. 2 Agreement, has agreed to use a portion of TIRZ No. 2 Revenues generated from Improvement Area #1 Assessed Property to reduce the Improvement Area #1 Annual Installment allocable to the Improvement Area #1 Assessed Property by the TIRZ No. 2 Annual Credit Amount.

1. The Improvement Area #1 Annual Installment for an Improvement Area #1 Assessed Property shall receive a TIRZ No. 2 Annual Credit Amount equal to the TIRZ No. 2 Revenue generated by the Improvement Area #1 Assessed Property for the previous Tax Year (i.e. TIRZ No. 2 Revenue collected from the Improvement Area #1 Assessed Property for Tax Year 2020 shall be applied as the TIRZ No. 2 Annual Credit Amount applicable to the Improvement Area #1 Assessed Property's Improvement Area #1 Annual Installment, to be collected in Tax Year 2021), but in no event shall the TIRZ No. 2 Annual Credit Amount exceed the TIRZ No. 2 Maximum Annual Credit Amount shown in **Section V.F.2** as calculated on **Exhibit I** for each Improvement Area #1 Assessed Property.
2. The TIRZ No. 2 Maximum Annual Credit Amount available to reduce the Improvement Area #1 Annual Installment for an Improvement Area #1 Assessed Property is calculated for each

Lot Type, as shown on **Exhibit I**. The TIRZ No. 2 Maximum Annual Credit Amount is calculated so that the average Improvement Area #1 Annual Installment, minus the TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type ($0.35011 per $100 of assessed value) does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate ($3.15 per $100 of assessed value) taking into consideration the tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Improvement Area #1 Annual Installments based on assumed buildout values at the time Assessment Ordinance is approved. The resulting TIRZ No. 2 Maximum Annual Credit Amount per for each Lot Type is shown below[1]:

1.	Single Family	$1,225.96
2.	Townhome	$819.05
3.	Multi-family	$543.98
4.	Inline Retail	$0.57
5.	Food Retail	$0.65

3. After the TIRZ No. 2 Annual Credit Amount is applied to provide a credit towards a portion of the Improvement Area #1 Annual Installment for the Improvement Area #1 Assessed Property, any excess TIRZ No. 2 Revenues available from the PID Account of the TIRZ No. 2 Fund shall be held in a segregated account by the City and shall be used at the City's sole discretion (1) to prepay a portion of all Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property in a manner determined by the City and the Administrator to be fair and equitable, and to redeem bonds pursuant to the extraordinary redemption provisions of the Indenture, (2) to optionally redeem the outstanding Improvement Area #1 Bonds pursuant to the provisions of the Indenture, (3) to be applied as a credit towards a portion of Improvement Area #1 Annual Installments in future years in an effort to maintain a level Improvement Area #1 Annual Installment schedule, or (4) to be returned to the City.
4. The TIRZ Annual Credit Amount for each Improvement Area #1 Assessed Property shall be credited against its Annual Installment as follows: for Improvement Area #1 Assessed Property that has an outstanding Improvement Area #1 Assessment, the TIRZ Annual Credit Amount shall be allocated to the amounts due for the Annual Installment relating to the Improvement Area #1 Bonds. Once the Improvement Area #1 Bonds are retired, the obligation of the TIRZ credit will be satisfied.

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[1] Shown per Unit for Townhome, Single Family, and Multi-Family and per square foot for Inline Retail and Food Retail.

5. In the event TIRZ Refunding Bonds are issued, then the TIRZ No. 2 Maximum Annual Credit Amount will be reduced dollar for dollar against the reduction in the Improvement Area #1 Bonds.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$A = B \times (C \div D)$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, homebuilders, market studies, appraisals, official public records of the County, and any other relevant information regarding the Assessed Property. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. *Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property
E= the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

Upon the consolidation of two or more Assessed Properties, the Assessment for the consolidated Assessed Property shall be the sum of the Assessments for the Assessed Properties prior to consolidation. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an Annual Service Plan Update approved by the City Council. The consolidation of any Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

B. Mandatory Prepayment of Assessments

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Lot, Parcel or portion thereof to become Non-Benefited Property, the owner of such Lot, Parcel or portion thereof shall pay to the City the full amount of the Assessment, plus all Prepayment Costs, and Delinquent Collection Costs, for such Lot, Parcel or portion thereof prior to any such transfer or act. Such prepayment of the Assessment shall not be required for portions of a Parcel that are dedicated or conveyed to the City for use as internal roads, utilities, and other similar, public improvements in which case the Assessment that was allocated to the Parcel will be reallocated to the remainder of the Parcel, provided the requirements of section 14 of PGBT Zoning District of the City's code of are followed.

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. The Administrator will verify that the remaining unplatted Assessed Property can be developed and that each Lot Type will have an Assessment equal to or less than the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment for that Lot Type, and (2) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts.

D. Reduction in Assessments

If as a result of cost saving or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the Actual Costs that were expended, or (ii) in the even that PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund relating to the PID Bonds that are not expected to be used for purposes of the Project Fund, to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not be reduced to an amount less than the outstanding principal amount of the PID Bonds. The TIRZ No. 2 Credit Amount will be reduced accordingly as well.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual SAP Update has been approved by City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit J**.

If an Assessment is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council/Commissioner's Court for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

Any amounts collected for Prepayments of Improvement Area #1 Assessments paid by the owner of Improvement Area #1 Assessed Property shall be allocated, first on a pro rata basis to amounts due for the Improvement Area #1 Bonds including any amounts due for Additional Interest and Annual Collection Costs, and second to amounts due on the Improvement Area #1 Reimbursement Obligation.

For example, if a Parcel owes an Improvement Area #1 Assessment of $10,000, of which $5,000 is due for the Improvement Area #1 Bonds, and $5,000 is due for the Improvement Area #1 Reimbursement Obligation, then:

- If a partial Prepayment of $2,500 is made, $2,500 shall be credited to the payment of Improvement Area #1 Bonds and $0 shall be credited to the Improvement Area #1 Reimbursement Obligation.
- If a partial Prepayment of $5,000 is made, $5,000 shall be credited to the payment of Improvement Area #1 Bonds and $0 shall be credited to the Improvement Area #1 Reimbursement Obligation.
- If a partial Prepayment of $7,500 is made, $5,000 shall be credited to the payment of Improvement Area #1 Bonds and $2,500 shall be credited to the Improvement Area #1

Reimbursement Obligation.

For purposes of Prepayments, the Reimbursement Obligation will remain subordinated to the Improvement Area #1 Bonds even if Series B Bonds are issued to replace the Reimbursement Obligation.

F. Payment of Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit E-2** shows the estimated Improvement Area #1 Annual Installments, and **Exhibit F-2** shows the estimated Major Improvement Area Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Dallas Central Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid for by each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2021.

Failure of an Owner to receive an invoice for an Annual Installment on the property tax bill shall not relieve the Owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act.

G. Allocating Improvement Area #1 Annual Installments

Any amounts collected from the Annual Installment of Improvement Area #1 Assessments paid by the owner of Improvement Area #1 Assessed Property shall be allocated, first on a pro rata basis to amounts due for the Improvement Area #1 Bonds including any amounts due for Additional Interest and Annual Collection Costs, and second to amounts due the Improvement Area #1 Reimbursement Obligation.

For example, if a Parcel owes an Improvement Area #1 Annual Installment of $1,000, of which $500 is due for the Improvement Area #1 Bonds and $500 is due for the Improvement Area #1 Reimbursement Obligation, then:

- If a partial Annual Installment of $250 is made, $250 shall be credited to the payment of Improvement Area #1 Bonds and $0 shall be credited to the Improvement Area #1 Reimbursement Obligation.
- If a partial Annual Installment of $500 is made, $500 shall be credited to the payment of Improvement Area #1 Bonds and $0 shall be credited to the Improvement Area #1 Reimbursement Obligation.
- If a partial Annual Installment of $750 is made, $500 shall be credited to the payment of Improvement Area #1 Bonds, and $250 shall be credited to the Improvement Area #1 Reimbursement Obligation.

For purposes of Prepayments, the Reimbursement Obligation will remain subordinated to the Improvement Area #1 Bonds until Series B Bonds are issued to replace the Reimbursement Obligation.

H. Prepayment as a Result of an Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment, (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit E-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such receipt. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Plat of Improvement Area #1
Exhibit B	Authorized Improvements Budget
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E-1	Improvement Area #1 Assessment Roll
Exhibit E-2	Improvement Area #1 Annual Installments
Exhibit F-1	Major Improvement Area Assessment Roll
Exhibit F-2	Major Improvement Area Annual Installments
Exhibit G-1	Maps of Improvement Area #1 Improvements
Exhibit G-2	Maps of Major Improvements
Exhibit H	Maximum Assessment and Tax Rate Equivalent
Exhibit I	TIRZ No. 2 Maximum Annual Credit Amount
Exhibit J	Form of Notice of Assessment Termination
Exhibit K-1	Debt Service Schedules for the Improvement Area #1 Bonds
Exhibit K-2	Debt Service Schedules for the Major Improvement Area Bonds
Exhibit L-1	Homebuyer Disclosures for Single Family Lots
Exhibit L-2	Homebuyer Disclosures for Townhome Lots
Exhibit M-1	District Legal Description
Exhibit M-2	Improvement Area #1 Legal Description
Exhibit M-3	Major Improvement Area Legal Description

APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A Engineer's Report

EXHIBIT A-1 – MAP OF THE DISTRICT

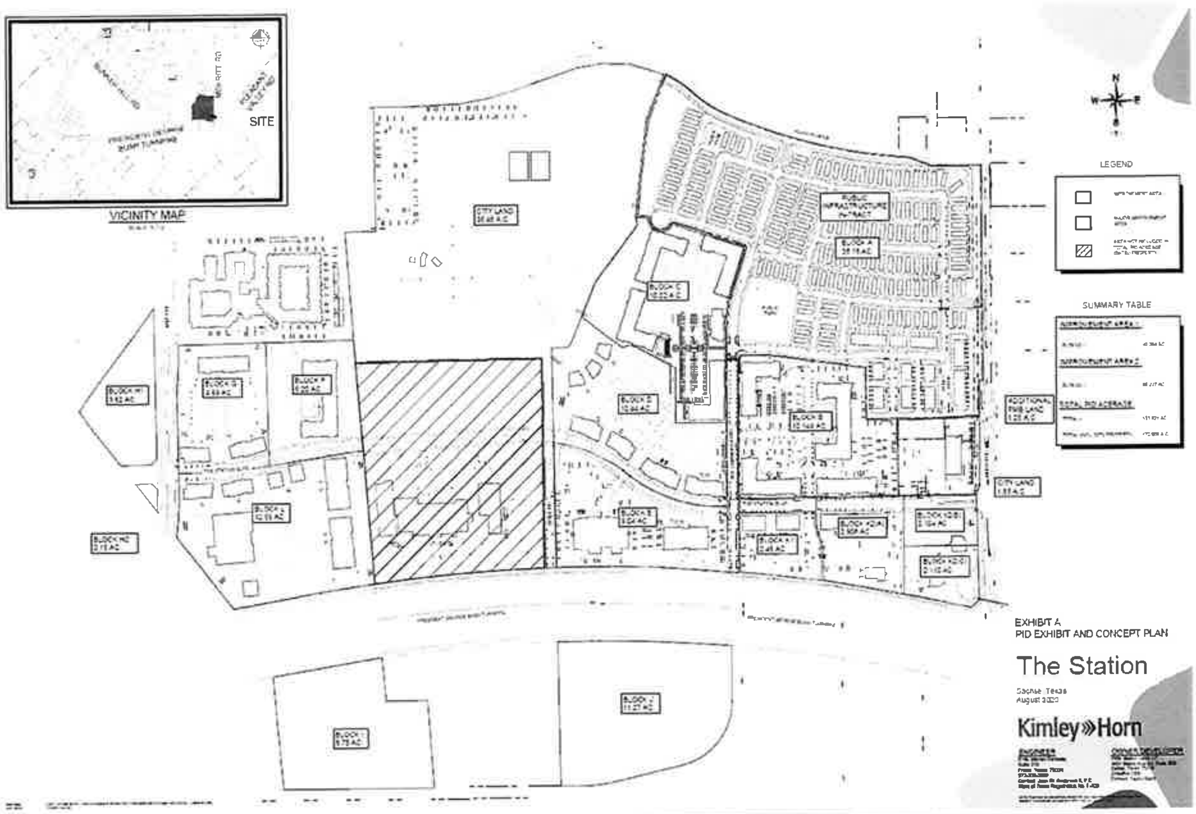
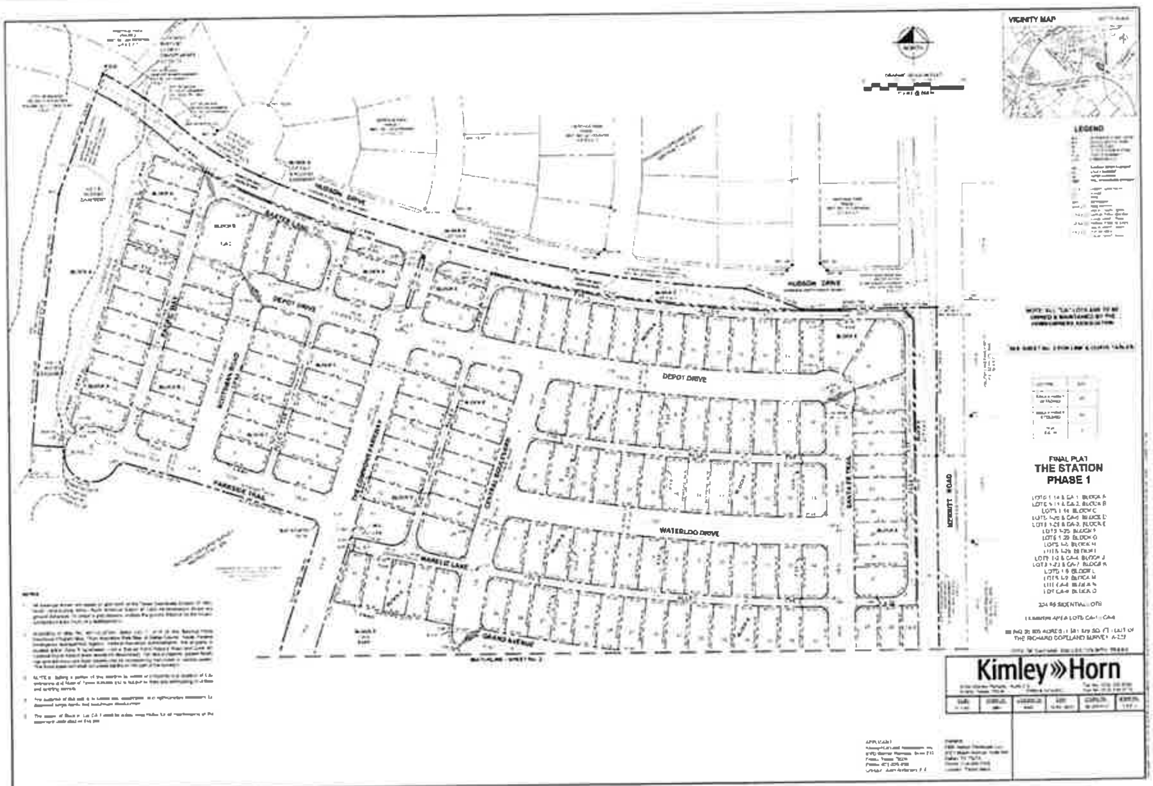
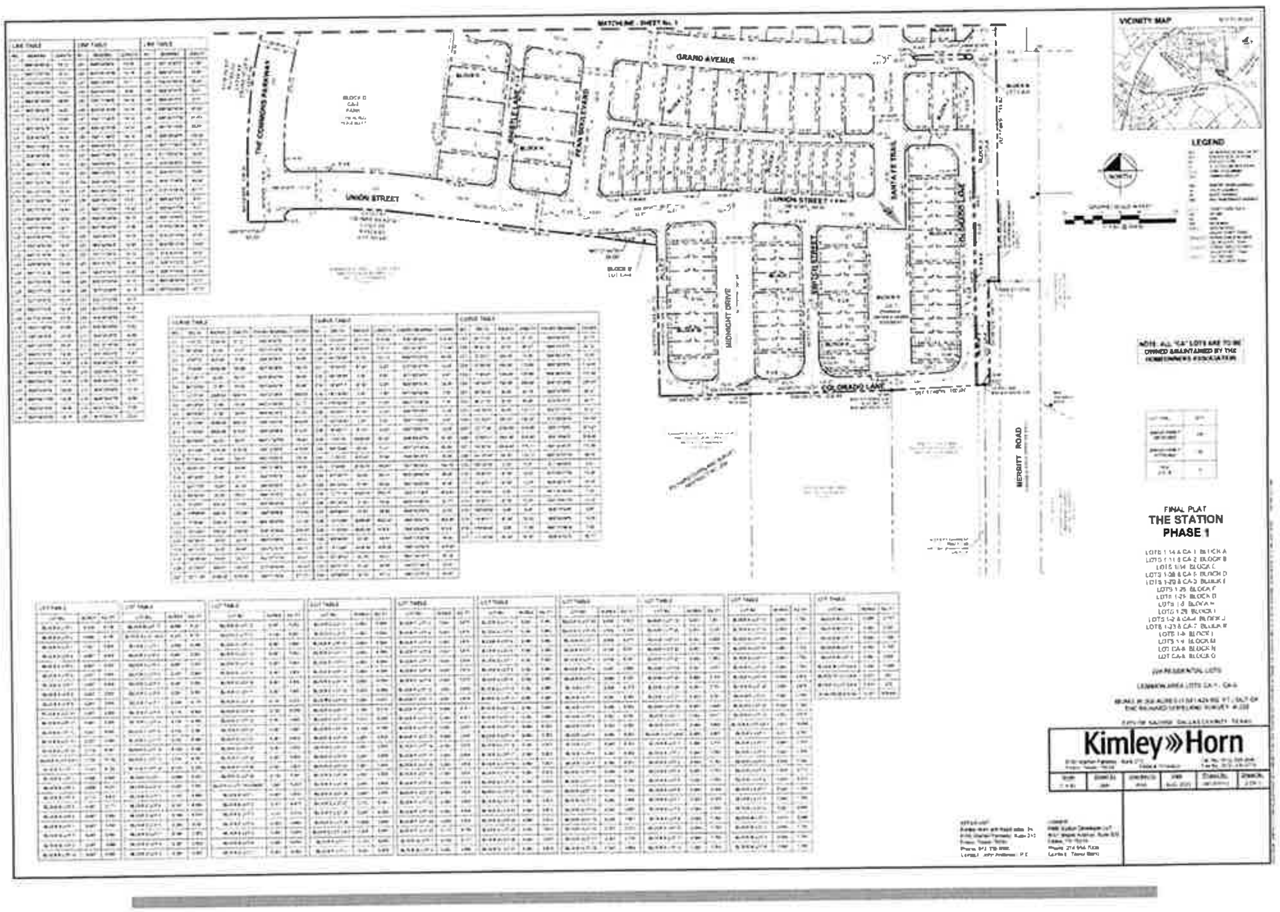


EXHIBIT A-2 –PLAT OF IMPROVEMENT AREA #1




VICINITY MAP
LEGEND
GRAND AVENUE
UNION STREET
COLORADO LANE
MIDNIGHT DRIVE
MERRITT ROAD
FINAL PLAT
THE STATION
PHASE 1
Kimley»Horn

FINAL PLAT

THE STATION

PHASE 1

Kimley»Horn

EXHIBIT B – AUTHORIZED IMPROVEMENTS BUDGET

	Total Costs	City Contribution[1]	Private Hard Costs	Total PID Eligible Costs	Improvement Area #1		Major Improvement Area	
	A	B	C	D = A - B - C	%[2]	Cost	%[2]	Cost
Improvement Area #1 Improvements								
Public Parking and In-Tract Improvements/Public Parking Area[3]	$ 977,778	$ -	$ 481,008	$ 496,770	100%	$ 496,770	0%	$ -
Phase 1 SF/East Tract	$ 5,931,542	-	785,190	5,146,352	100%	5,146,352	0%	-
Soft Costs	816,630	-	-	816,630	100%	816,630	0%	-
	7,725,950	$ -	$ 1,266,198	$ 6,459,752		$ 6,459,752		$ -
Major Improvements								
Station Blvd/Bunker Hill Road	$ 6,270,174	$ 1,419,000	$ 90,684	$ 4,760,490	41%	$ 1,951,801	59%	$ 2,808,689
Hudson Road	756,887	193,500	8,865	554,522	41%	227,354	59%	327,168
Merritt Road [4,5]	271,062	-	6,910	264,152	41%	108,302	59%	155,850
Commons Parkway/Street A	603,230	-	44,494	558,736	41%	229,082	59%	329,654
Heritage Park Improvements[6]	3,500,000	1,732,040	-	1,767,960	41%	724,864	59%	1,043,096
Heritage Park Improvements Design[6]	500,000	-	-	500,000	41%	205,000	59%	295,000
Regional Detention[5]	2,190,386	1,305,612	-	884,774	41%	362,758	59%	522,017
Master Water Line Extension	560,991	379,063	-	181,928	41%	74,590	59%	107,337
Master Sewer Main Extension - Line A	658,398	447,706	-	210,692	41%	86,384	59%	124,308
Master Sewer Main Extension - Line B	74,869	66,641	-	8,228	41%	3,374	59%	4,855
Master Entry Monumentation/Artwork (TBD)	295,325	-	-	295,325	41%	121,083	59%	174,242
Public Collector Road B/Street B	428,397	-	3,500	424,897	41%	174,208	59%	250,689
TXDot Lanes	349,898	-	-	349,898	0%	-	100%	349,898
Soft Costs[6]	1,886,586	902,440	-	984,145	41%	403,500	59%	580,646
	$ 18,346,203	$ 6,446,001	$ 154,453	$ 11,745,749		$ 4,672,299		$ 7,073,450
District Formation and Bond Issuance Costs								
Debt Service Reserve Fund	$ -	$ -	$ -	$ 1,029,100		$ 436,650		$ 592,450
Capitalized Interest	-	-	-	-		-		-
Underwriter's Discount	-	-	-	304,400		137,500		166,900
Underwriter's Counsel	-	-	-	152,200		68,750		83,450
Cost of Issuance	-	-	-	989,300		446,875		542,425
Deposit to Administrative Fund	-	-	-	90,000		45,000		45,000
	$ -	$ -	$ -	$ 2,565,000		$ 1,134,775		$ 1,430,225
Total	$ 26,072,153	$ 6,446,001	$ 1,420,651	$ 20,770,501		$ 12,266,826		$ 8,503,675

Notes:

[1] City soft costs total is 14% of hard costs for a total of $902,440.

[2] Allocation of Major Improvements based on the ratio of Estimated Buildout Value of Improvement Area #1 and the Major Improvement Area to the Estimated Buildout Value of the entire District.

[3] Calculated at max 66% to City.

[4] Includes screening walls and landscape

[5] Retaining walls are included in Authorized Improvements.

[6] Proceeds relating to Heritage Park Improvements and Heritage Park Improvements Design to be held in a segregated account with the trust estate to be used for park improvements only.

EXHIBIT C – SERVICE PLAN

Improvement Area #1						
Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Improvement Area #1 Bonds						
Principal		$ 110,000	$ 115,000	$ 120,000	$ 125,000	$ 130,000
Interest		$ 326,563	$ 321,338	$ 315,875	$ 310,175	$ 304,238
	(1)	$ 436,563	$ 436,338	$ 435,875	$ 435,175	$ 434,238
Additional Interest	(2)	$ 34,375	$ 33,825	$ 33,250	$ 32,650	$ 32,025
Improvement Area #1 Reimbursement Obligation						
Principal		$ 80,000	$ 80,000	$ 85,000	$ 90,000	$ 95,000
Interest		$ 282,975	$ 278,775	$ 274,575	$ 270,113	$ 265,388
	(3)	$ 362,975	$ 358,775	$ 359,575	$ 360,113	$ 360,388
Annual Collection Costs	(4)	$ 45,000	$ 45,900	$ 46,818	$ 47,754	$ 48,709
Total Improvement Area #1 Annual Installment	**(5) = (1) + (2) + (3) + (4)**	**$ 878,913**	**$ 874,838**	**$ 875,518**	**$ 875,692**	**$ 875,359**

Major Improvement Area						
Installments Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		$ 110,000	$ 115,000	$ 125,000	$ 130,000	$ 140,000
Interest		$ 479,838	$ 473,513	$ 466,900	$ 459,713	$ 452,238
	(1)	$ 589,838	$ 588,513	$ 591,900	$ 589,713	$ 592,238
Additional Interest	(2)	$ 41,725	$ 41,175	$ 40,600	$ 39,975	$ 39,325
Annual Collection Costs	(3)	$ 45,000	$ 45,900	$ 46,818	$ 47,754	$ 48,709
Total Major Improvement Area Annual Installment	**(4) = (1) + (2) + (3)**	**$ 676,563**	**$ 675,588**	**$ 679,318**	**$ 677,442**	**$ 680,272**

EXHIBIT D – SOURCES AND USES OF FUNDS

		Improvement Area #1		Major Improvement Area
Sources of Funds				
Improvement Area #1 Bond Par Amount	$	6,875,000	$	-
Improvement Area #1 Reimbursement Obligation Amount		5,390,000		-
Major Improvement Area Bond Par Amount		-		8,345,000
Owner Contribution[1]		1,826		158,675
City Contribution[2]		-		6,446,001
Owner Contribution - Private Costs[3]		1,329,524		91,127
Total Sources	**$**	**13,596,349**	**$**	**15,040,803**
Uses of Funds				
Improvement Area #1 Improvements	$	6,459,752	$	-
Major Improvements		4,672,299		7,073,450
City Contirbution		-		6,446,001
Private Costs		1,329,524		91,127
	$	12,461,574	$	13,610,578
District Formation and Bond Issuance Costs				
Debt Service Reserve Fund	$	436,650	$	592,450
Capitalized Interest		-		-
Underwriter's Discount		137,500		166,900
Underwriter's Counsel		68,750		83,450
Cost of Issuance		446,875		542,425
Deposit to Administrative Fund		45,000		45,000
	$	1,134,775	$	1,430,225
Total Uses	**$**	**13,596,349**	**$**	**15,040,803**

Notes:

[1] Not eligible for reimbursement through PID Bonds.

[2] To be funded by the City. Reduction to Authorized Improvements due to City Contribution applied before allocation of the Major Improvements.

[3] Not eligible for reimbursement through PID Bonds. To be privately financed by Owner.

EXHIBIT E-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID	Block	Lot/Parcel Type	Outstanding Assessment	Annual Installment Due 1/31/2021
65022863010020000	A	Single Family and Townhome	$ 7,260,454.48	$ 520,285.71
65022863010020200	B	Multi-family	$ 4,727,959.86	$ 338,806.61
65100943010010000	K-1	Inline Retail and Food Retail	$ 276,585.65	$ 19,820.19
Total			**$ 12,265,000.00**	**$ 878,912.50**

EXHIBIT E-2 – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

	Improvement Area #1 Bonds				Improvement Area #1 Reimbursement Obligation			
Installments Due January 31,	Principal	Interest[1]	Additional Interest	Reserve Fund Release	Principal	Interest[2]	Annual Collection Costs	Total Installment[3]
2021	$ 110,000.00	$ 326,562.50	$ 34,375.00	$ -	$ 80,000.00	$ 282,975.00	$ 45,000.00	$ 878,912.50
2022	$ 115,000.00	$ 321,337.50	$ 33,825.00	$ -	$ 80,000.00	$ 278,775.00	$ 45,900.00	$ 874,837.50
2023	$ 120,000.00	$ 315,875.00	$ 33,250.00	$ -	$ 85,000.00	$ 274,575.00	$ 46,818.00	$ 875,518.00
2024	$ 125,000.00	$ 310,175.00	$ 32,650.00	$ -	$ 90,000.00	$ 270,112.50	$ 47,754.36	$ 875,691.86
2025	$ 130,000.00	$ 304,237.50	$ 32,025.00	$ -	$ 95,000.00	$ 265,387.50	$ 48,709.45	$ 875,359.45
2026	$ 135,000.00	$ 298,062.50	$ 31,375.00	$ -	$ 100,000.00	$ 260,400.00	$ 49,683.64	$ 874,521.14
2027	$ 145,000.00	$ 291,650.00	$ 30,700.00	$ -	$ 105,000.00	$ 255,150.00	$ 50,677.31	$ 878,177.31
2028	$ 150,000.00	$ 284,762.50	$ 29,975.00	$ -	$ 110,000.00	$ 249,637.50	$ 51,690.86	$ 876,065.86
2029	$ 155,000.00	$ 277,637.50	$ 29,225.00	$ -	$ 115,000.00	$ 243,862.50	$ 52,724.67	$ 873,449.67
2030	$ 165,000.00	$ 270,275.00	$ 28,450.00	$ -	$ 125,000.00	$ 237,825.00	$ 53,779.17	$ 880,329.17
2031	$ 170,000.00	$ 262,437.50	$ 27,625.00	$ -	$ 130,000.00	$ 231,262.50	$ 54,854.75	$ 876,179.75
2032	$ 180,000.00	$ 254,362.50	$ 26,775.00	$ -	$ 135,000.00	$ 224,437.50	$ 55,951.84	$ 876,526.84
2033	$ 190,000.00	$ 245,812.50	$ 25,875.00	$ -	$ 145,000.00	$ 217,350.00	$ 57,070.88	$ 881,108.38
2034	$ 195,000.00	$ 236,787.50	$ 24,925.00	$ -	$ 150,000.00	$ 209,737.50	$ 58,212.30	$ 874,662.30
2035	$ 205,000.00	$ 227,525.00	$ 23,950.00	$ -	$ 160,000.00	$ 201,862.50	$ 59,376.54	$ 877,714.04
2036	$ 215,000.00	$ 217,787.50	$ 22,925.00	$ -	$ 170,000.00	$ 193,462.50	$ 60,564.08	$ 879,739.08
2037	$ 225,000.00	$ 207,575.00	$ 21,850.00	$ -	$ 175,000.00	$ 184,537.50	$ 61,775.36	$ 875,737.86
2038	$ 235,000.00	$ 196,887.50	$ 20,725.00	$ -	$ 185,000.00	$ 175,350.00	$ 63,010.86	$ 875,973.36
2039	$ 250,000.00	$ 185,725.00	$ 19,550.00	$ -	$ 195,000.00	$ 165,637.50	$ 64,271.08	$ 880,183.58
2040	$ 260,000.00	$ 173,850.00	$ 18,300.00	$ -	$ 205,000.00	$ 155,400.00	$ 65,556.50	$ 878,106.50
2041	$ 275,000.00	$ 161,500.00	$ 17,000.00	$ -	$ 215,000.00	$ 144,637.50	$ 66,867.63	$ 880,005.13
2042	$ 285,000.00	$ 148,437.50	$ 15,625.00	$ -	$ 230,000.00	$ 133,350.00	$ 68,204.99	$ 880,617.49
2043	$ 300,000.00	$ 134,900.00	$ 14,200.00	$ -	$ 240,000.00	$ 121,275.00	$ 69,569.09	$ 879,944.09
2044	$ 315,000.00	$ 120,650.00	$ 12,700.00	$ -	$ 250,000.00	$ 108,675.00	$ 70,960.47	$ 877,985.47
2045	$ 330,000.00	$ 105,687.50	$ 11,125.00	$ -	$ 265,000.00	$ 95,550.00	$ 72,379.68	$ 879,742.18
2046	$ 345,000.00	$ 90,012.50	$ 9,475.00	$ -	$ 280,000.00	$ 81,637.50	$ 73,827.27	$ 879,952.27
2047	$ 360,000.00	$ 73,625.00	$ 7,750.00	$ -	$ 295,000.00	$ 66,937.50	$ 75,303.82	$ 878,616.32
2048	$ 380,000.00	$ 56,525.00	$ 5,950.00	$ -	$ 310,000.00	$ 51,450.00	$ 76,809.89	$ 880,734.89
2049	$ 395,000.00	$ 38,475.00	$ 4,050.00	$ -	$ 325,000.00	$ 35,175.00	$ 78,346.09	$ 876,046.09
2050	$ 415,000.00	$ 19,712.50	$ 2,075.00	$ (436,650.00)	$ 345,000.00	$ 18,112.50	$ 79,913.01	$ 443,163.01
Total	**$ 6,875,000.00**	**$ 6,158,850.00**	**$ 648,300.00**	**$ (436,650.00)**	**$ 5,390,000.00**	**$ 5,434,537.50**	**$ 1,825,563.56**	**$ 25,895,601.06**

[1] Interest for the Improvement Area #1 Bonds is calculated at a 4.75% rate for illustrative purposes.

[2] Interest for the Improvement Area #1 Reimbursement Obligation is calculated at a 5.25% rate for illustrative purposes.

[3] Before application of the TIRZ No. 2 Annual Credit Amount.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT F-1 – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Property ID[1]	Block	Lot/Parcel Type	Outstanding Assessment	Annual Installment Due 1/31/2021
65022863010020000	C, D and E	Multi-family, Inline Retail, Food Retail, Jr. Anchor Retail, Office	$ 4,617,337.55	$ 374,346.01
65022863010040000	F (partial) and G (partial)	Multi-family, Inline Retail	$ 150,624.81	$ 12,211.76
65022863010040100	F (partial) and G (partial)	Multi-family, Inline Retail	$ 460,078.85	$ 37,300.43
65092877510020100	H1	Townhome	$ 11,107.53	$ 900.53
65092877510020000	H1	Townhome	$ 231,911.71	$ 18,802.01
65092877510020200	H2	Townhome	$ 10,735.87	$ 870.40
65022863010040200	I	Office Flex	$ 613,368.34	$ 49,728.22
65022863010080000	J	Inline Retail, Office Flex, Jr. Anchor Retail, Pad Retail	$ 790,289.38	$ 64,071.92
65100943010020000	K2	Inline Retail, Food Retail, Pad Retail	$ 28,470.05	$ 2,308.18
65100943010030100	K2	Inline Retail, Food Retail, Pad Retail	$ 180,146.71	$ 14,605.21
65100943010030000	K2	Inline Retail, Food Retail, Pad Retail	$ 203,778.25	$ 16,521.12
65022863010040300	L and F (partial)	Jr. Anchor Retail, Inline Retail, Pad Retail, Multi-family	$ 1,047,150.95	$ 84,896.71
		Total	**$ 8,345,000.00**	**$ 676,562.50**

[1] The Major Improvement Area Assessment and the Major Improvement Area Annual Installment are allocated to each Property ID based on acreage.

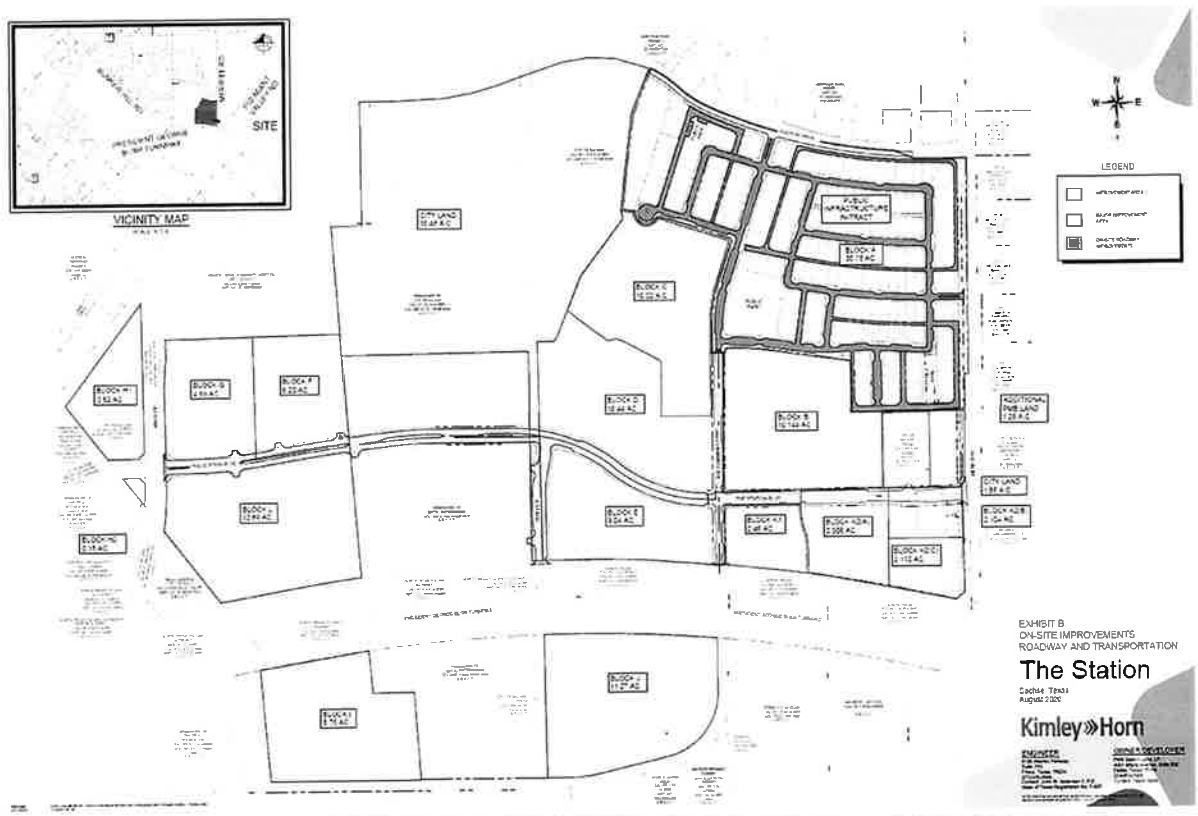
EXHIBIT F-2 – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

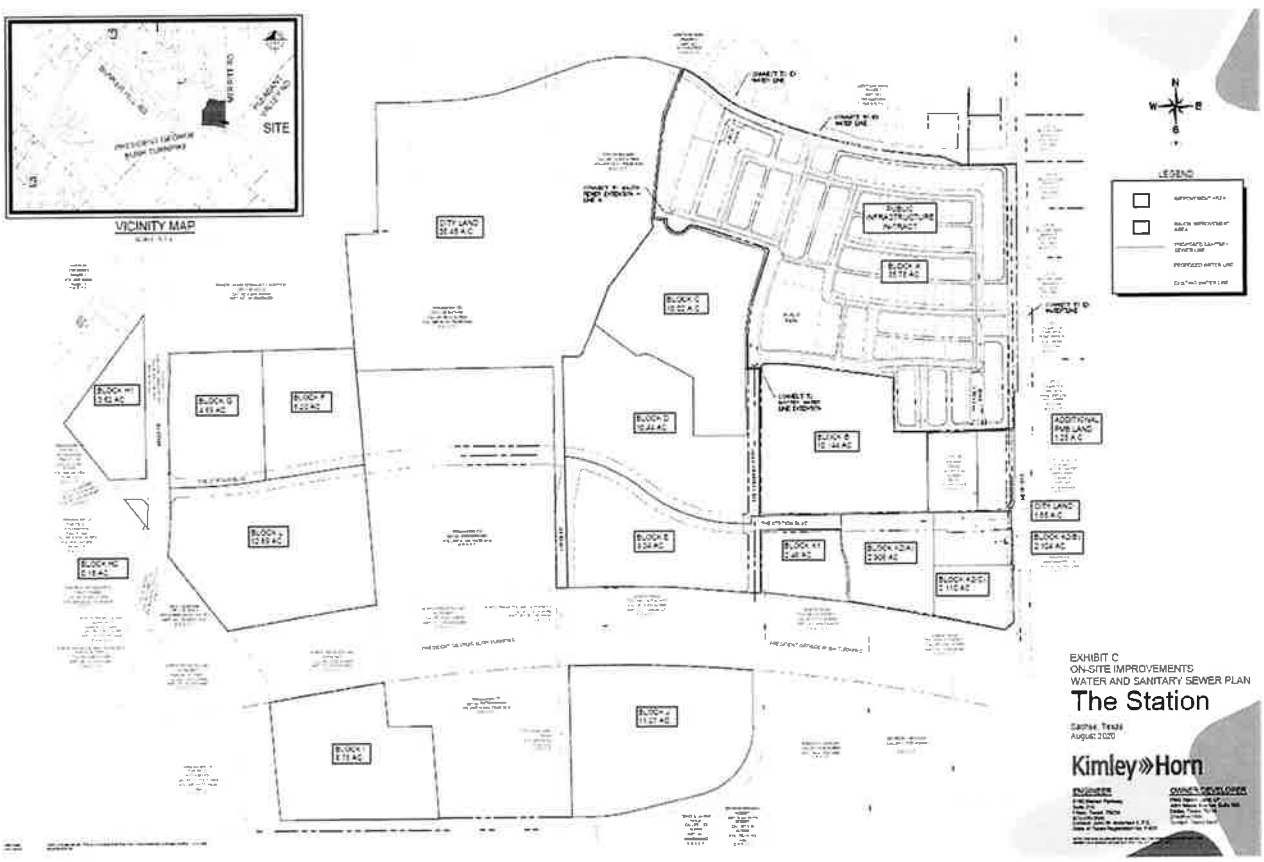
Installments Due January 31,	Principal	Interest[1]	Additional Interest	Reserve Fund Release	Annual Collection Costs	Total Installment
2021	$ 110,000.00	$ 479,837.50	$ 41,725.00	$ -	$ 45,000.00	$ 676,562.50
2022	$ 115,000.00	$ 473,512.50	$ 41,175.00	$ -	$ 45,900.00	$ 675,587.50
2023	$ 125,000.00	$ 466,900.00	$ 40,600.00	$ -	$ 46,818.00	$ 679,318.00
2024	$ 130,000.00	$ 459,712.50	$ 39,975.00	$ -	$ 47,754.36	$ 677,441.86
2025	$ 140,000.00	$ 452,237.50	$ 39,325.00	$ -	$ 48,709.45	$ 680,271.95
2026	$ 145,000.00	$ 444,187.50	$ 38,625.00	$ -	$ 49,683.64	$ 677,496.14
2027	$ 155,000.00	$ 435,850.00	$ 37,900.00	$ -	$ 50,677.31	$ 679,427.31
2028	$ 165,000.00	$ 426,937.50	$ 37,125.00	$ -	$ 51,690.86	$ 680,753.36
2029	$ 175,000.00	$ 417,450.00	$ 36,300.00	$ -	$ 52,724.67	$ 681,474.67
2030	$ 180,000.00	$ 407,387.50	$ 35,425.00	$ -	$ 53,779.17	$ 676,591.67
2031	$ 195,000.00	$ 397,037.50	$ 34,525.00	$ -	$ 54,854.75	$ 681,417.25
2032	$ 205,000.00	$ 385,825.00	$ 33,550.00	$ -	$ 55,951.84	$ 680,326.84
2033	$ 215,000.00	$ 374,037.50	$ 32,525.00	$ -	$ 57,070.88	$ 678,633.38
2034	$ 230,000.00	$ 361,675.00	$ 31,450.00	$ -	$ 58,212.30	$ 681,337.30
2035	$ 240,000.00	$ 348,450.00	$ 30,300.00	$ -	$ 59,376.54	$ 678,126.54
2036	$ 255,000.00	$ 334,650.00	$ 29,100.00	$ -	$ 60,564.08	$ 679,314.08
2037	$ 270,000.00	$ 319,987.50	$ 27,825.00	$ -	$ 61,775.36	$ 679,587.86
2038	$ 285,000.00	$ 304,462.50	$ 26,475.00	$ -	$ 63,010.86	$ 678,948.36
2039	$ 300,000.00	$ 288,075.00	$ 25,050.00	$ -	$ 64,271.08	$ 677,396.08
2040	$ 320,000.00	$ 270,825.00	$ 23,550.00	$ -	$ 65,556.50	$ 679,931.50
2041	$ 340,000.00	$ 252,425.00	$ 21,950.00	$ -	$ 66,867.63	$ 681,242.63
2042	$ 355,000.00	$ 232,875.00	$ 20,250.00	$ -	$ 68,204.99	$ 676,329.99
2043	$ 375,000.00	$ 212,462.50	$ 18,475.00	$ -	$ 69,569.09	$ 675,506.59
2044	$ 400,000.00	$ 190,900.00	$ 16,600.00	$ -	$ 70,960.47	$ 678,460.47
2045	$ 420,000.00	$ 167,900.00	$ 14,600.00	$ -	$ 72,379.68	$ 674,879.68
2046	$ 445,000.00	$ 143,750.00	$ 12,500.00	$ -	$ 73,827.27	$ 675,077.27
2047	$ 470,000.00	$ 118,162.50	$ 10,275.00	$ -	$ 75,303.82	$ 673,741.32
2048	$ 500,000.00	$ 91,137.50	$ 7,925.00	$ -	$ 76,809.89	$ 675,872.39
2049	$ 525,000.00	$ 62,387.50	$ 5,425.00	$ -	$ 78,346.09	$ 671,158.59
2050	$ 560,000.00	$ 32,200.00	$ 2,800.00	$ (592,450.00)	$ 79,913.01	$ 82,463.01
Total	**$ 8,345,000.00**	**$ 9,353,237.50**	**$ 813,325.00**	**$ (592,450.00)**	**$ 1,825,563.56**	**$ 19,744,676.06**

[1] Interest is calculated at a 5.75% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS




VICINITY MAP
SITE
CITY LAND
PUBLIC INFRASTRUCTURE TRACT
BLOCK C
BLOCK D
BLOCK B
BLOCK E
BLOCK G
BLOCK F
BLOCK H1
BLOCK H2
BLOCK L
BLOCK I
BLOCK J
BLOCK K1
BLOCK K2(A)
BLOCK K2(B)
BLOCK K2(C)
ADDITIONAL PUB LAND
LEGEND
EXHIBIT C
ON-SITE IMPROVEMENTS
WATER AND SANITARY SEWER PLAN
The Station
Sachse, Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER

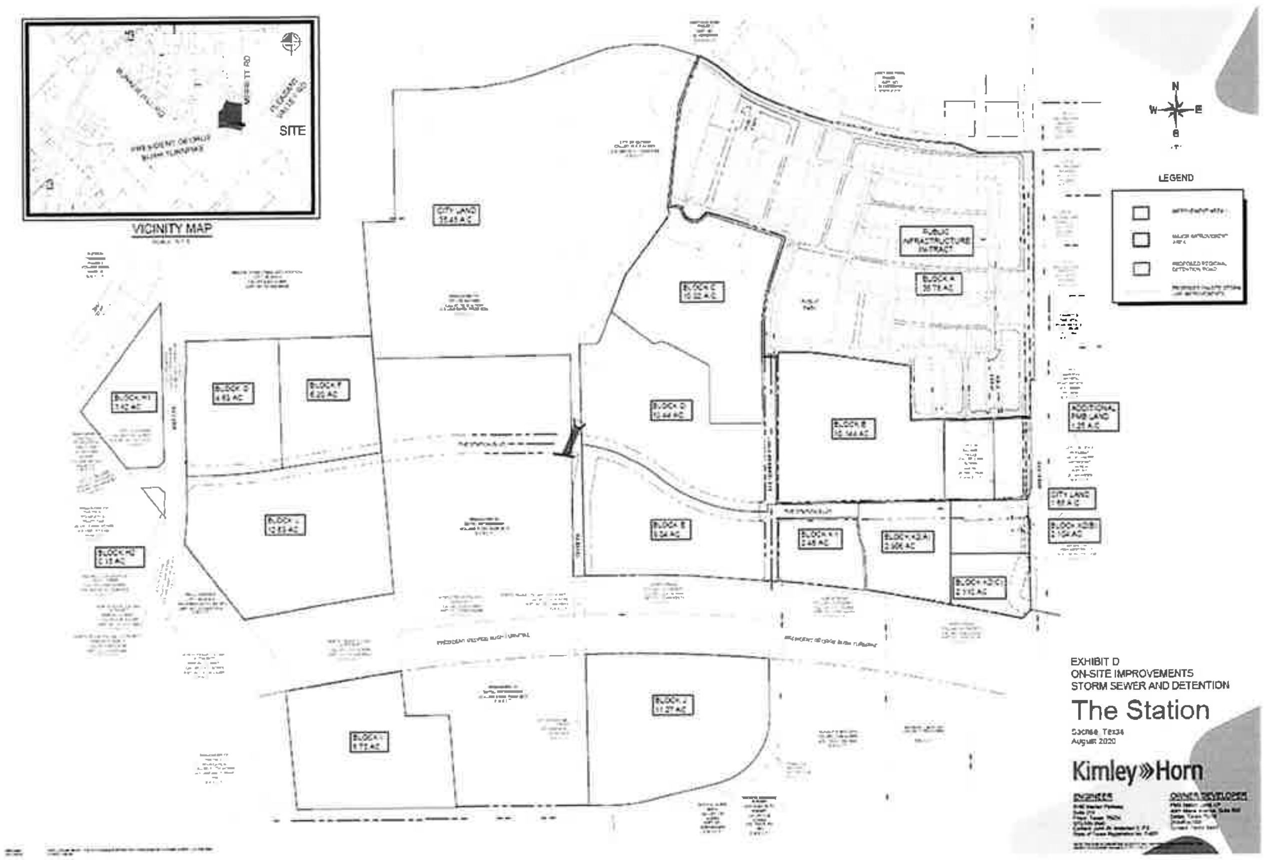
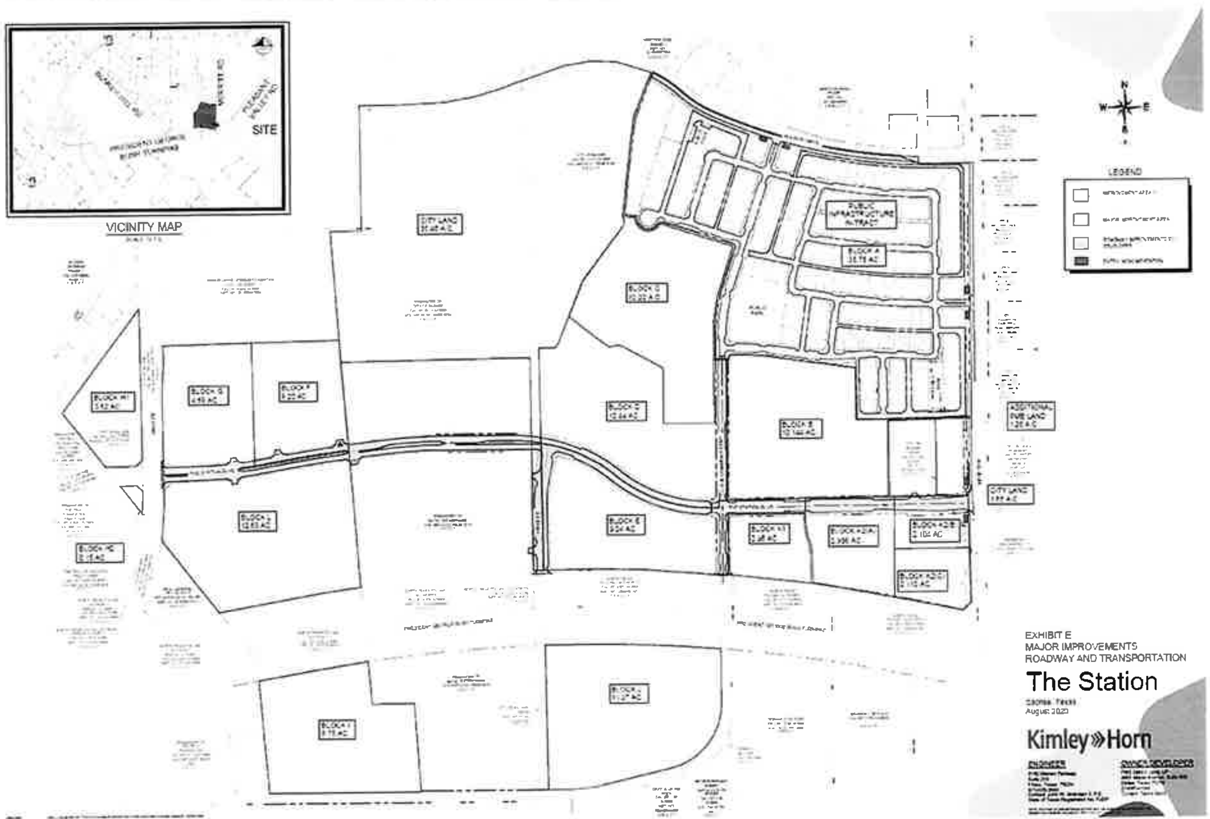
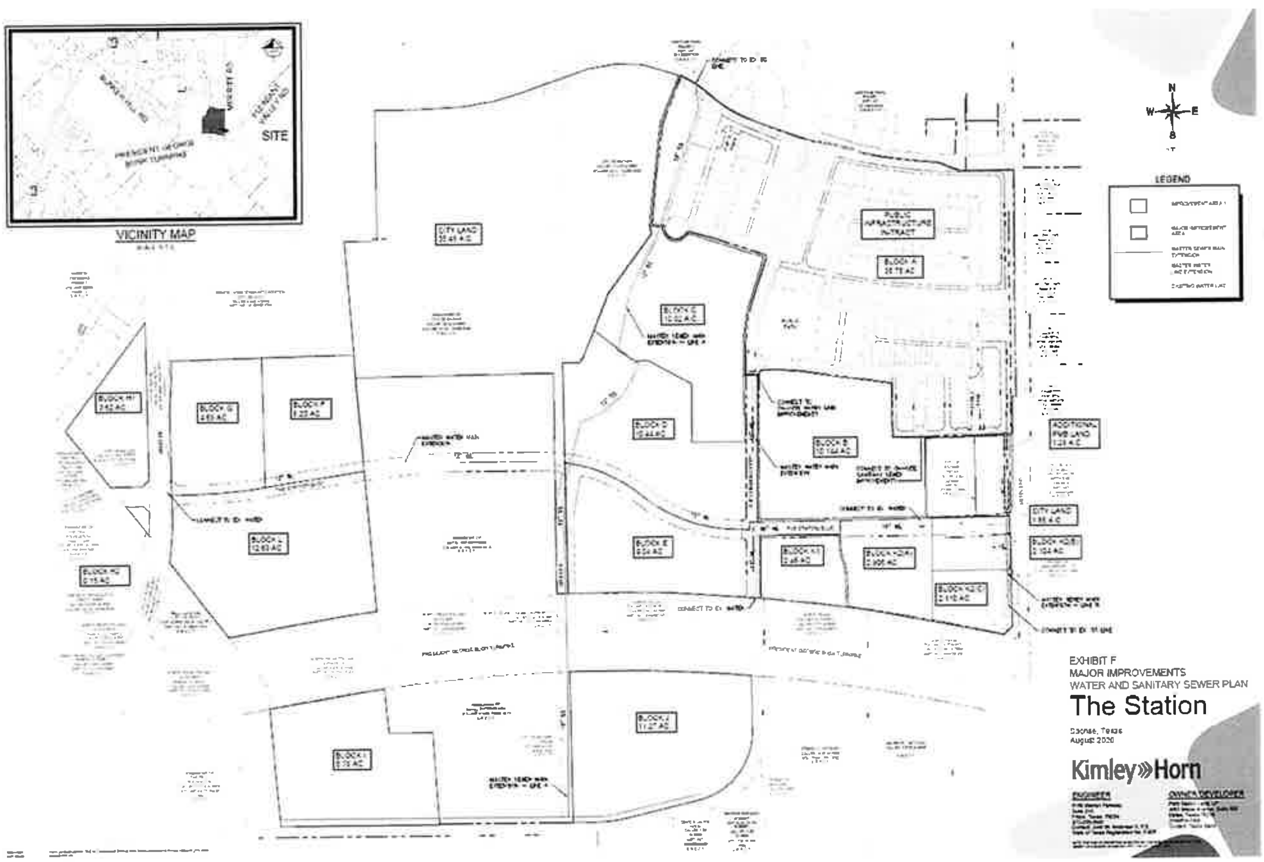
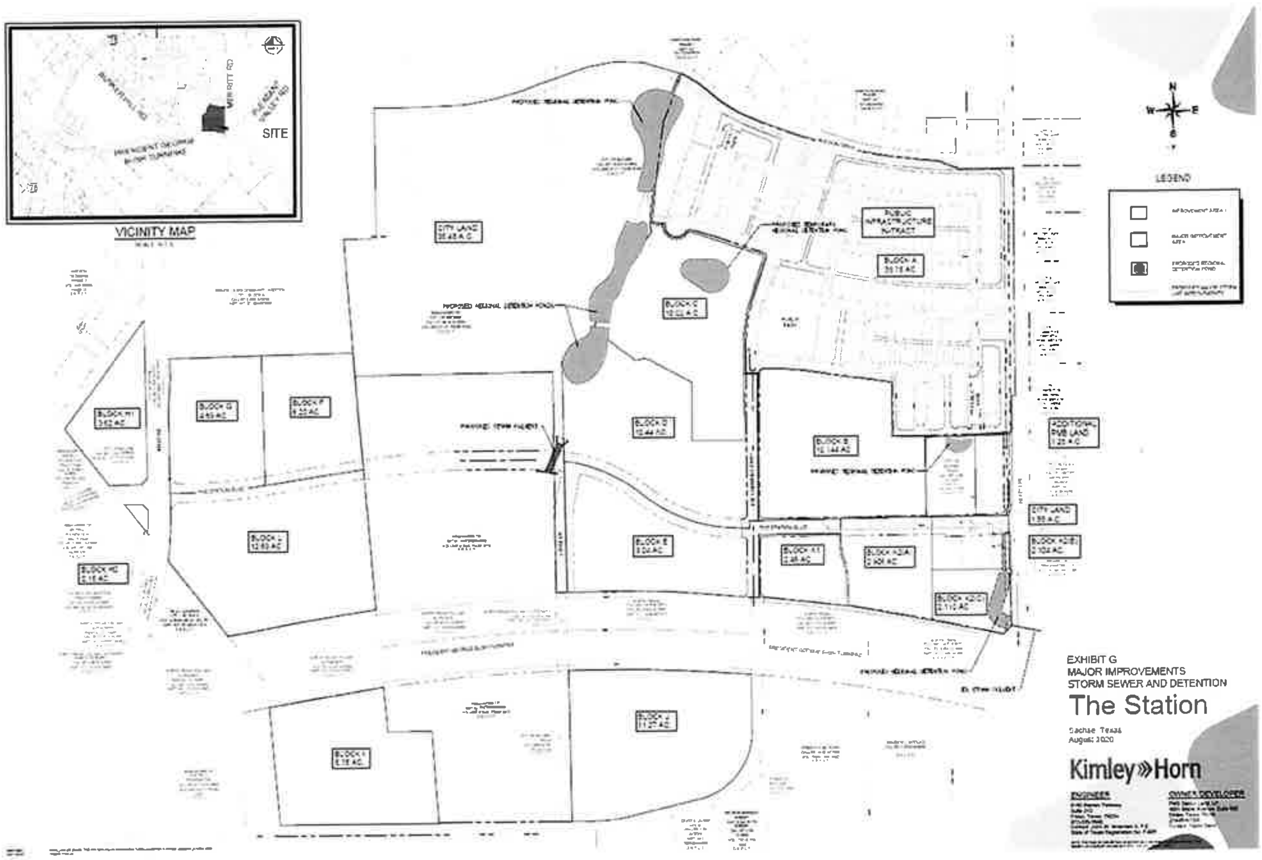
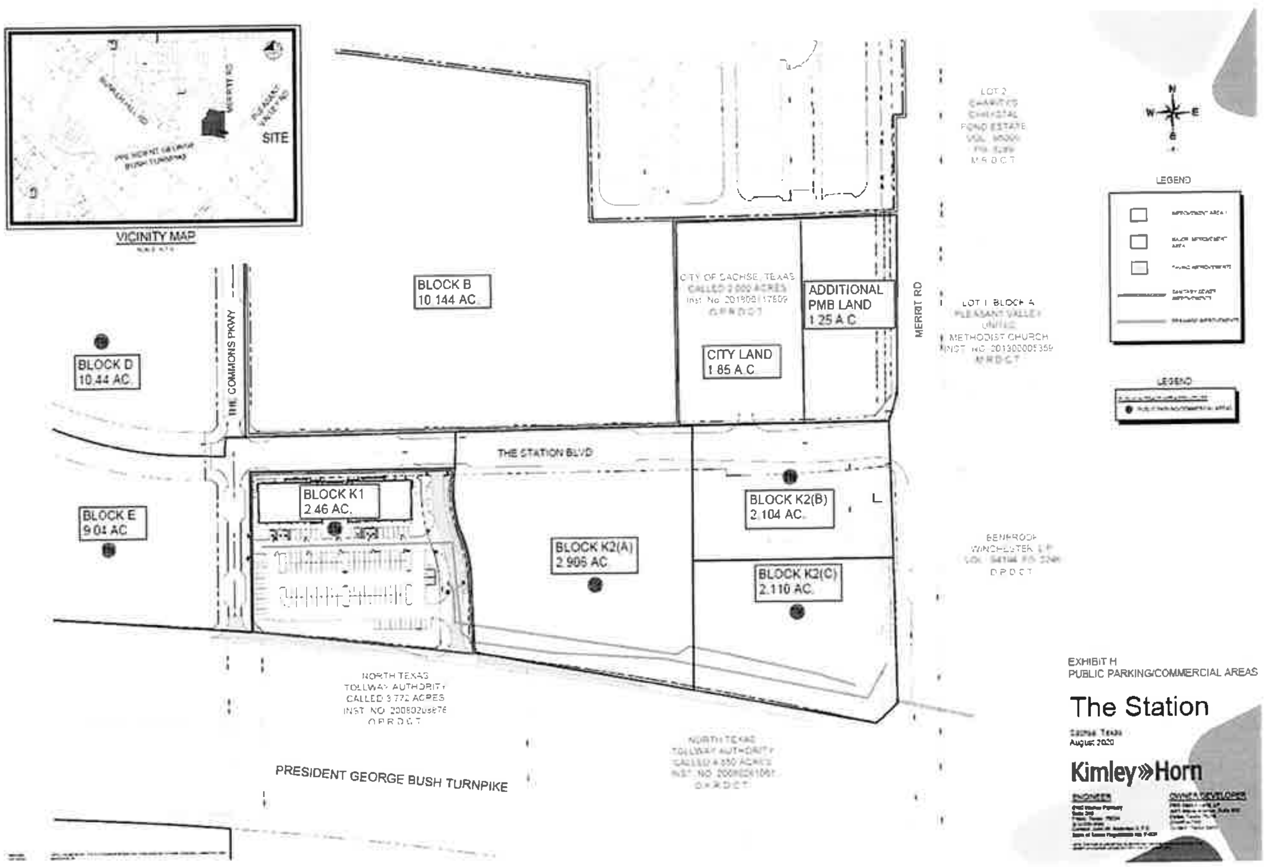

VICINITY MAP
SITE
LEGEND
EXHIBIT D
ON-SITE IMPROVEMENTS
STORM SEWER AND DETENTION
The Station
Sachse, Texas
August 2020
Kimley»Horn

EXHIBIT G-2 – MAPS OF MAJOR IMPROVEMENTS




VICINITY MAP
SITE
LEGEND
EXHIBIT F
MAJOR IMPROVEMENTS
WATER AND SANITARY SEWER PLAN
The Station
Sachse, Texas
August 2020
Kimley»Horn


VICINITY MAP
SITE
LEGEND
CITY LAND
BLOCK A
BLOCK C
BLOCK D
BLOCK B
BLOCK E
BLOCK G
BLOCK F
BLOCK L
BLOCK H1
BLOCK H2
BLOCK I
BLOCK J
BLOCK K1
BLOCK K2(A)
BLOCK K2(B)
BLOCK K2(C)
PUBLIC INFRASTRUCTURE IN-TRACT
ADDITIONAL PMB LAND
EXHIBIT G
MAJOR IMPROVEMENTS
STORM SEWER AND DETENTION
The Station
Sachse Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER


VICINITY MAP
SITE
PRESIDENT GEORGE BUSH TURNPIKE
BLOCK B
10.144 AC.
BLOCK D
10.44 AC.
BLOCK E
9.04 AC.
THE COMMONS PKWY
THE STATION BLVD
BLOCK K1
2.46 AC.
BLOCK K2(A)
2.906 AC.
BLOCK K2(B)
2.104 AC.
BLOCK K2(C)
2.110 AC.
CITY LAND
1.85 A.C.
ADDITIONAL
PMB LAND
1.25 A.C.
MERRIT RD
LEGEND
EXHIBIT H
PUBLIC PARKING/COMMERCIAL AREAS
The Station
Kimley»Horn

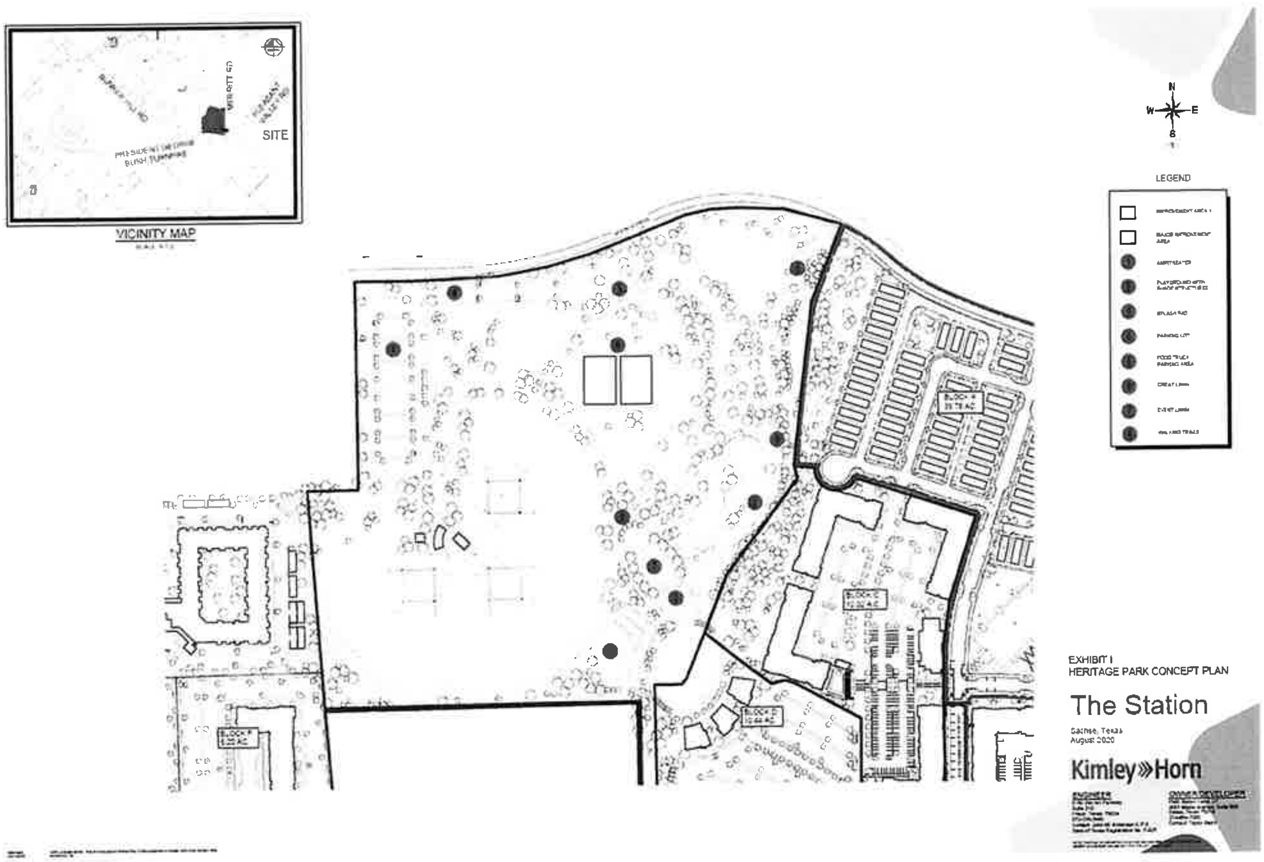

VICINITY MAP
SITE
LEGEND
N
W
E
S
EXHIBIT I
HERITAGE PARK CONCEPT PLAN
The Station
Sachse, Texas
August 2020
Kimley»Horn

EXHIBIT H – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type[1]	Units/Square Feet[1]	Estimated Buildout Value Per Unit/Square Foot[1]	Estimated Buildout Value	Assessment	Average Annual Installment	Improvement Area #1 Maximum Assessment Per Unit/SqFt[2]	Average Annual Installment Per Unit/SqFt	Equivalent Tax Rate
Improvement Area #1								
Block A - Single Family								
Single Family	165	$ 383,126	$ 63,215,850	$ 5,860,431	$ 419,366	$ 35,517.77	$ 2,541.61	$ 0.6634
Townhomes	59	255,964	15,101,900	1,400,023	100,184	23,729.20	1,698.04	0.6634
Block B - Multi-family								
Multi-family	300	$ 170,000	$ 51,000,000	$ 4,727,960	$ 338,328	$ 15,759.87	$ 1,127.76	$ 0.6634
Block K-1 - Commercial								
Inline Retail	7,800	$ 179	$ 1,392,300	$ 129,073	$ 9,236	$ 16.55	$ 1.18	$ 0.6634
Food Retail	7,800	204	1,591,200	147,512	10,556	18.91	1.35	0.6634
Improvement Area #1 Total			**$ 132,301,250**	**$ 12,265,000**	**$ 877,670**			**$ 0.6634**

Lot Type[1]	Units/Square Feet[1]	Estimated Buildout Value Per Unit/Square Foot[1]	Estimated Buildout Value	Assessment	Average Annual Installment	Improvement Area #1 Maximum Assessment Per Unit/SqFt[2]	Average Annual Installment Per Unit/SqFt	Equivalent Tax Rate
Major Improvement Area								
Townhomes	25	$ 265,302	$ 6,632,549	$ 288,451	$ 23,436	$ 11,538	$ 937	$ 0.3533
Multi-family	489	170,000	83,130,000	3,615,340	293,736	7,393.33	600.69	0.3533
Inline Retail	77,500	188	14,553,531	632,936	51,424	8.17	0.66	0.3533
Food Retail	22,000	215	4,720,253	205,285	16,679	9.33	0.76	0.3533
Pad Retail	40,000	214	8,574,900	372,924	30,299	9.32	0.76	0.3533
Jr. Anchor Retail	80,000	138	11,042,973	480,261	39,020	6.00	0.49	0.3533
Office	123,000	222	27,283,785	1,186,577	96,406	9.65	0.78	0.3533
Office Flex	260,000	138	35,944,325	1,563,226	127,008	6.01	0.49	0.3533
Major Improvement Area Total			**$ 191,882,316**	**$ 8,345,000**	**$ 678,007**			**$ 0.3533**

Total			**$ 324,183,566**	**$ 20,610,000**				

Notes:

[1] Source: Developer

[2] Subject to change. The Maximum Assessment per Unit will be determined when PID Bonds are sold.

EXHIBIT I –TIRZ NO. 2 MAXIMUM ANNUAL CREDIT AMOUNT

		Pre-TIRZ				Post-TIRZ				
Lot Type[1]	Units/Square Feet[1]	Assessment	Average Annual Installment	Average Annual Installment Per Unit/SqFt	Equivalent Tax Rate	TIRZ No. 2 Maximum Annual Credit Amount Per Unit[2]	Total Annual TIRZ No. 2 Credit	Net Annual Installment Per Unit	Net Equivalent PID Tax Rate	Equivalent Total Tax Rate[3]
Improvement Area #1										
Block A - Single Family										
Single Family	165	$ 5,860,431	$ 419,366	$ 2,541.61	$ 0.6634	$ (1,225.96)	$ (202,282.97)	$ 1,315.66	0.3434	3.1500
Townhomes	59	1,400,023	100,184	1,698.04	$ 0.6634	$ (819.05)	$ (48,324.23)	$ 878.98	0.3434	3.1500
Block B - Multi-family										
Multi-family	300	$ 4,727,960	$ 338,328	$ 1,127.76	$ 0.6634	$ (543.98)	$ (163,193.75)	$ 583.78	0.3434	3.1500
Block K-1 - Commercial										
Inline Retail	7,800	$ 129,073	$ 9,236	$ 1.18	$ 0.6634	$ (0.571)	$ (4,455.19)	$ 0.61	0.3434	3.1500
Food Retail	7,800	147,512	10,556	1.35	$ 0.6634	$ (0.653)	$ (5,091.64)	$ 0.70	0.3434	3.1500
Improvement Area #1 Total		**$ 12,265,000**	**$ 877,670**		**$ 0.6634**		**$ (423,347.79)**			

Notes:

[1] Source: Developer

[2] Subject to change. The TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type in Improvement Area #1 shall be caluclated upon the sale of Improvement Area #1 Bonds. Future improvement area TIRZ No. 2 Maximum Annual Credit Amount to be caluclated at the time future improvement area bonds are sold.

[3] Includes tax rates for all applicable taxing jurisdictions. (City of Sachse - $0.72000; Dallas County - $0.24310; Garland ISD - $1.39000; Dallas Community College - $0.12400; Parkland Hospital - $0.26950.)

EXHIBIT J – FORM OF NOTICE OF ASSESSMENT TERMINATION

P3Works, LLC
350 Rufe Snow Drive, Suite 200
Keller, TX 76248

[Date]
Dallas County Clerk's Office
Honorable [County Clerk]
Renaissance Tower
1201 Elm Street
21st Floor, Ste 2100
Dallas, TX 75270

Re: **City of Sachse Lien Release documents for filing**

Dear Ms./Mr. [County Clerk],

Enclosed is a lien release that the City of Sachse is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Sachse
Attn: [City Secretary]
3815 Sachse Rd
Building B
Sachse, TX 75048

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
[City Secretary Address]

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

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	§	
	§	**NOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS	§	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Sachse, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Sachse, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and of the City; and

WHEREAS, on January 22, 2019, the City Council for the City, approved Resolution No. 3905, creating the Sachse Public Improvement District No. 1; and

WHEREAS, the Station Public Improvement District consists of approximately 170.686 contiguous acres within the corporate limits of the City; and

WHEREAS, on September 8, 2020, the City Council, approved Ordinance No. __________, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Sachse Public Improvement District No. 1; and

WHEREAS, the Assessment Ordinance imposed an assessment (the "Lien") in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Dallas County, Texas, according to the map or plat of record in Document/Instrument No. _______ of the Plat Records of Dallas County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _______, in the Real Property Records of Dallas County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said Lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _________, 20__.

CITY OF SACHSE, TEXAS,
A Texas home rule municipality,

By: ______________________________
[Manager Name], City Administrator

ATTEST:

____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of ________, 20__, by [City Manager], City Administrator for the City of Sachse, Texas, a Texas home rule municipality, on behalf of said municipality.

____
Notary Public, State of Texas

EXHIBIT K-1 – DEBT SERVICE SCHEDULES FOR THE IMPROVEMENT AREA #1 BONDS

EXHIBIT K-2 – DEBT SERVICE SCHEDULES FOR THE MAJOR IMPROVEMENT AREA BONDS

EXHIBIT L-1 – HOMEBUYER DISCLOSURES – SINGLE FAMILY LOT

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF SACHSE, TEXAS

CONCERNING THE PROPERTY AT:

____

STREET ADDRESS

OUTSTANDING PRINCIPAL OF THE AUTHORIZED IMPROVEMENT ASSESSMENT: $37,819.98

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Sachse, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***"), undertaken for the benefit of the property within "***Sachse Public Improvement District No. 1***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended. You are also obligated to pay for - the operation and maintenance of the Authorized Improvements (the "***Operations and Maintenance Assessment***") which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Operation and Maintenance Assessment. The 2020 Operation and Maintenance Assessment Total Annual Installment per Lot is $0 because no Parcel has met the Operations and Maintenance Assessment Trigger Date.

THE PRINCIPAL AMOUNT OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $37,819.98, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS. THE OPERATION AND MAINTENANCE ASSESSMENT TOTAL ANNUAL INSTALLMENT IS CALCULATED AND LEIVED ANNUALLY AND CANNOT BE PREPAID.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of Sachse.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this ___________, 20__.

PURCHASER:

By: ___________________________ By: ___________________________

Name: ___________________________ Name: ___________________________

Title: ___________________________ Title: ___________________________

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by ____________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _______________, 20__.

____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by ____________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _______________, 20__.

____
Notary Public, State of Texas

Sachse Public Improvement District No. 1
Improvement Area #1 Single Family Lot Projected Annual Installments

	Improvement Area #1 Bonds				Improvement Area #1 Reimbursement Obligation			
Installments Due January 31,	Principal	Interest[1]	Additional Interest	Reserve Fund Release	Principal	Interest[2]	Annual Collection Costs	Total Installment[3]
2021	$ 318.54	$ 945.68	$ 99.55	$ -	$ 260.63	$ 940.32	$ 130.31	$ 2,695.04
2022	$ 333.02	$ 930.55	$ 97.95	$ -	$ 275.11	$ 926.64	$ 132.92	$ 2,696.19
2023	$ 347.50	$ 914.73	$ 96.29	$ -	$ 289.59	$ 912.20	$ 135.58	$ 2,695.88
2024	$ 361.98	$ 898.22	$ 94.55	$ -	$ 304.07	$ 896.99	$ 138.29	$ 2,694.11
2025	$ 376.46	$ 881.03	$ 92.74	$ -	$ 318.54	$ 881.03	$ 141.06	$ 2,690.86
2026	$ 390.94	$ 863.15	$ 90.86	$ -	$ 333.02	$ 864.31	$ 143.88	$ 2,686.16
2027	$ 419.90	$ 844.58	$ 88.90	$ -	$ 347.50	$ 846.82	$ 146.75	$ 2,694.46
2028	$ 434.38	$ 824.63	$ 86.80	$ -	$ 361.98	$ 828.58	$ 149.69	$ 2,686.07
2029	$ 448.86	$ 804.00	$ 84.63	$ -	$ 390.94	$ 809.57	$ 152.68	$ 2,690.69
2030	$ 477.82	$ 782.68	$ 82.39	$ -	$ 405.42	$ 789.05	$ 155.74	$ 2,693.09
2031	$ 492.30	$ 759.98	$ 80.00	$ -	$ 434.38	$ 767.77	$ 158.85	$ 2,693.28
2032	$ 521.26	$ 736.60	$ 77.54	$ -	$ 448.86	$ 744.96	$ 162.03	$ 2,691.24
2033	$ 550.21	$ 711.84	$ 74.93	$ -	$ 477.82	$ 721.40	$ 165.27	$ 2,701.47
2034	$ 564.69	$ 685.70	$ 72.18	$ -	$ 506.78	$ 696.31	$ 168.57	$ 2,694.24
2035	$ 593.65	$ 658.88	$ 69.36	$ -	$ 521.26	$ 669.70	$ 171.95	$ 2,684.80
2036	$ 622.61	$ 630.68	$ 66.39	$ -	$ 550.21	$ 642.34	$ 175.39	$ 2,687.62
2037	$ 651.57	$ 601.11	$ 63.27	$ -	$ 579.17	$ 613.45	$ 178.89	$ 2,687.47
2038	$ 680.53	$ 570.16	$ 60.02	$ -	$ 622.61	$ 583.05	$ 182.47	$ 2,698.83
2039	$ 723.97	$ 537.83	$ 56.61	$ -	$ 651.57	$ 550.36	$ 186.12	$ 2,706.46
2040	$ 752.92	$ 503.45	$ 52.99	$ -	$ 680.53	$ 516.15	$ 189.84	$ 2,695.89
2041	$ 796.36	$ 467.68	$ 49.23	$ -	$ 723.97	$ 480.42	$ 193.64	$ 2,711.30
2042	$ 825.32	$ 429.85	$ 45.25	$ -	$ 752.92	$ 442.42	$ 197.51	$ 2,693.28
2043	$ 868.76	$ 390.65	$ 41.12	$ -	$ 796.36	$ 402.89	$ 201.46	$ 2,701.24
2044	$ 912.20	$ 349.39	$ 36.78	$ -	$ 839.80	$ 361.08	$ 205.49	$ 2,704.73
2045	$ 955.63	$ 306.06	$ 32.22	$ -	$ 883.24	$ 316.99	$ 209.60	$ 2,703.74
2046	$ 999.07	$ 260.66	$ 27.44	$ -	$ 926.68	$ 270.62	$ 213.79	$ 2,698.26
2047	$ 1,042.51	$ 213.21	$ 22.44	$ -	$ 970.11	$ 221.97	$ 218.07	$ 2,688.31
2048	$ 1,100.43	$ 163.69	$ 17.23	$ -	$ 1,028.03	$ 171.04	$ 222.43	$ 2,702.85
2049	$ 1,143.87	$ 111.42	$ 11.73	$ -	$ 1,085.95	$ 117.07	$ 226.88	$ 2,696.91
2050	$ 1,201.78	$ 57.08	$ 6.01	$ (1,264.48)	$ 1,143.87	$ 60.05	$ 231.42	$ 1,435.73
Total	**$ 19,909.06**	**$ 17,835.19**	**$ 1,877.39**	**$ (1,264.48)**	**$ 17,910.92**	**$ 18,045.54**	**$ 5,286.58**	**$ 79,600.20**

[1] Interest for the Improvement Area #1 Bonds is calculated at a 4.75% rate for illustrative purposes.
[2] Interest for the Improvement Area #1 Reimbursement Obligation is calculated at a 5.25% rate for illustrative purposes.
[3] Before application of the TIRZ No. 2 Annual Credit Amount.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L-2 – HOMEBUYER DISCLOSURES – TOWNHOME LOT

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF SACHSE, TEXAS

CONCERNING THE PROPERTY AT:

____
STREET ADDRESS

OUTSTANDING PRINCIPAL OF THE AUTHORIZED IMPROVEMENT ASSESSMENT: $25,267.30

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Sachse, Texas, for the costs of a portion of public improvements (the ***"Authorized Improvements"***), undertaken for the benefit of the property within ***"Sachse Public Improvement District No. 1"*** (the ***"District"***) created under Subchapter A, Chapter 372, Local Government Code, as amended. You are also obligated to pay for - the operation and maintenance of the Authorized Improvements (the ***"Operations and Maintenance Assessment"***) which is calculated and levied annually based on the actual costs of the operation and maintenance of the Authorized Improvements. The City will mail notice to each property owner, as required by Chapter 372, with information regarding the annual public hearing for the levy of the Operation and Maintenance Assessment. The 2020 Operation and Maintenance Assessment Total Annual Installment per Lot is $0 because no Parcel has met the Operations and Maintenance Assessment Trigger Date.

THE PRINCIPAL AMOUNT OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $25,267.30, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS. THE OPERATION AND MAINTENANCE ASSESSMENT TOTAL ANNUAL INSTALLMENT IS CALCULATED AND LEIVED ANNUALLY AND CANNOT BE PREPAID.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of Sachse.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this ____________, 20__.

PURCHASER:

By: __________________________ By: __________________________

Name: __________________________ Name: __________________________

Title: __________________________ Title: __________________________

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by ____________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this ________________, 20__.

____

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me by ____________________, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this ________________, 20__.

____

Notary Public, State of Texas

Sachse Public Improvement District No. 1
Improvement Area #1 Townhome Lot Projected Annual Installments

	Improvement Area #1 Bonds				Improvement Area #1 Reimbursement Obligation			
Installments Due January 31,	Principal	Interest[1]	Additional Interest	Reserve Fund Release	Principal	Interest[2]	Annual Collection Costs	Total Installment[3]
2021	$ 212.82	$ 631.80	$ 66.51	$ -	$ 174.12	$ 628.22	$ 87.06	$ 1,800.54
2022	$ 222.49	$ 621.69	$ 65.44	$ -	$ 183.80	$ 619.08	$ 88.80	$ 1,801.31
2023	$ 232.17	$ 611.13	$ 64.33	$ -	$ 193.47	$ 609.43	$ 90.58	$ 1,801.10
2024	$ 241.84	$ 600.10	$ 63.17	$ -	$ 203.14	$ 599.28	$ 92.39	$ 1,799.92
2025	$ 251.51	$ 588.61	$ 61.96	$ -	$ 212.82	$ 588.61	$ 94.24	$ 1,797.75
2026	$ 261.19	$ 576.66	$ 60.70	$ -	$ 222.49	$ 577.44	$ 96.12	$ 1,794.60
2027	$ 280.53	$ 564.26	$ 59.40	$ -	$ 232.17	$ 565.76	$ 98.05	$ 1,800.15
2028	$ 290.21	$ 550.93	$ 57.99	$ -	$ 241.84	$ 553.57	$ 100.01	$ 1,794.55
2029	$ 299.88	$ 537.15	$ 56.54	$ -	$ 261.19	$ 540.87	$ 102.01	$ 1,797.63
2030	$ 319.23	$ 522.90	$ 55.04	$ -	$ 270.86	$ 527.16	$ 104.05	$ 1,799.24
2031	$ 328.90	$ 507.74	$ 53.45	$ -	$ 290.21	$ 512.94	$ 106.13	$ 1,799.36
2032	$ 348.25	$ 492.12	$ 51.80	$ -	$ 299.88	$ 497.70	$ 108.25	$ 1,798.00
2033	$ 367.59	$ 475.58	$ 50.06	$ -	$ 319.23	$ 481.96	$ 110.42	$ 1,804.83
2034	$ 377.27	$ 458.11	$ 48.22	$ -	$ 338.57	$ 465.20	$ 112.62	$ 1,800.00
2035	$ 396.62	$ 440.19	$ 46.34	$ -	$ 348.25	$ 447.43	$ 114.88	$ 1,793.70
2036	$ 415.96	$ 421.36	$ 44.35	$ -	$ 367.59	$ 429.14	$ 117.17	$ 1,795.58
2037	$ 435.31	$ 401.60	$ 42.27	$ -	$ 386.94	$ 409.84	$ 119.52	$ 1,795.48
2038	$ 454.66	$ 380.92	$ 40.10	$ -	$ 415.96	$ 389.53	$ 121.91	$ 1,803.07
2039	$ 483.68	$ 359.32	$ 37.82	$ -	$ 435.31	$ 367.69	$ 124.35	$ 1,808.17
2040	$ 503.02	$ 336.35	$ 35.41	$ -	$ 454.66	$ 344.84	$ 126.83	$ 1,801.11
2041	$ 532.04	$ 312.46	$ 32.89	$ -	$ 483.68	$ 320.97	$ 129.37	$ 1,811.41
2042	$ 551.39	$ 287.18	$ 30.23	$ -	$ 503.02	$ 295.58	$ 131.96	$ 1,799.36
2043	$ 580.41	$ 260.99	$ 27.47	$ -	$ 532.04	$ 269.17	$ 134.60	$ 1,804.69
2044	$ 609.43	$ 233.42	$ 24.57	$ -	$ 561.07	$ 241.23	$ 137.29	$ 1,807.01
2045	$ 638.45	$ 204.47	$ 21.52	$ -	$ 590.09	$ 211.78	$ 140.03	$ 1,806.35
2046	$ 667.47	$ 174.15	$ 18.33	$ -	$ 619.11	$ 180.80	$ 142.83	$ 1,802.69
2047	$ 696.50	$ 142.44	$ 14.99	$ -	$ 648.13	$ 148.30	$ 145.69	$ 1,796.05
2048	$ 735.19	$ 109.36	$ 11.51	$ -	$ 686.82	$ 114.27	$ 148.60	$ 1,805.76
2049	$ 764.21	$ 74.44	$ 7.84	$ -	$ 725.52	$ 78.21	$ 151.58	$ 1,801.79
2050	$ 802.90	$ 38.14	$ 4.01	$ (844.79)	$ 764.21	$ 40.12	$ 154.61	$ 959.21
Total	**$ 13,301.12**	**$ 11,915.58**	**$ 1,254.27**	**$ (844.79)**	**$ 11,966.17**	**$ 12,056.11**	**$ 3,531.93**	**$ 53,180.41**

[1] Interest for the Improvement Area #1 Bonds is calculated at a 4.75% rate for illustrative purposes.
[2] Interest for the Improvement Area #1 Reimbursement Obligation is calculated at a 5.25% rate for illustrative purposes.
[3] Before application of the TIRZ No. 2 Annual Credit Amount.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT M-1 – DISTRICT LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION OF PROPERTY
170.686 ACRES

LEGAL DESCRIPTION - Tract 1: 131.965 ACRES

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, the McKinney and Williams Survey, Abstract No. 1000, and the Zach Motley survey, abstract No. 1009 also being a portion of a 78.13-acre tract of land and a 33.63 acre tract described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, all of a tract of land described by deed to Maurice McClain recorded in Volume 172, Page 96 of the Deed Records of Dallas County, Texas, all of a tract of land to the City of Sachse as recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas, a portion of a tract of land described by deed to Maurice L. McClain recorded in Volume 8006, Page 1624 of the Deed Records of Dallas County, Texas, a portion of a tract of land described by deed to Donald K. McClain as recorded in Volume 73241, Page 1588 of the Deed Records of Dallas County, Texas, and a portion of a tract of land described by deed to the City of Sachse as recorded in Volume 94150, Page 6284 and Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 78.13-acre tract to Children's Medical Center Foundation, also lying on the west line of Merritt Road, a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for corner;

THENCE South 00 degrees 17 minutes 44 seconds East, a distance of 749.92 feet to a point for corner;

THENCE South 89 degrees 49 minutes 07 seconds West, a distance of 19.40 feet to a point for corner;

THENCE South 00 degrees 58 minutes 54 seconds East, a distance of 166.49 feet to a point for corner;

THENCE South 87 degrees 23 minutes 36 seconds West, a distance of 8.33 feet to a point for corner;

THENCE South 00 degrees 30 minutes 05 seconds East, a distance of 325.91 feet to a point for corner;

THENCE South 01 degrees 26 minutes 08 seconds East, a distance of 310.38 feet to a point for corner;

THENCE South 84 degrees 19 minutes 28 seconds West, a distance of 5.28 feet to a point for corner;

THENCE South 00 degrees 38 minutes 08 seconds East, a distance of 233.16 feet to a point for corner;

THENCE South 46 degrees 54 minutes 32 seconds West, a distance of 52.21 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 7815.00 feet, a central angle of08 degrees 03 minutes 10 seconds, an arc length of 1098.38 feet, a chord bearing of North 80 degrees 56 minutes 08 seconds West, a distance of 1097.48 feet point for corner;

THENCE North 85 degrees 45 minutes 34 seconds West, a distance of 59.41 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 7813.20 feet, a central angle of06 degrees 03 minutes 12 seconds, an arc length of 825.47 feet, a chord bearing of North 88 degrees 24 minutes 26 seconds West, a distance of 825.09 feet point for corner;

THENCE North 01 degrees 00 minutes 01 seconds West, a distance of 991.09 feet to a point for corner;

THENCE South 88 degrees 53 minutes 13 seconds West, a distance of 919.49 feet to a point for corner;

THENCE South 04 degrees 12 minutes 40 seconds East, a distance of 59.32 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 555.00 feet, a central angle of17 degrees 05 minutes 04 seconds, an arc length of 165.49 feet, a chord bearing of South 51 degrees 33 minutes 33 seconds West, a distance of 164.88 feet point for corner;

THENCE South 43 degrees 01 minutes 02 seconds West, a distance of 87.64 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 755.00 feet, a central angle of45 degrees 57 minutes 01 seconds, an arc length of 605.50 feet, a chord bearing of South 65 degrees 59 minutes 32 seconds West, a distance of 589.40 feet point for corner;

THENCE South 88 degrees 58 minutes 01 seconds West, a distance of 100.58 feet to a point for corner;

THENCE North 46 degrees 16 minutes 56 seconds West, a distance of 32.97 feet to a point for corner;

THENCE North 01 degrees 04 minutes 22 seconds West, a distance of 309.36 feet to a point for corner;

THENCE North 03 degrees 17 minutes 48 seconds East, a distance of 144.44 feet to a point for corner;

THENCE North 01 degrees 04 minutes 34 seconds West, a distance of 83.55 feet to a point for corner;

THENCE North 88 degrees 43 minutes 23 seconds East, a distance of 836.14 feet to a point for corner;

THENCE North 05 degrees 17 minutes 52 seconds West, a distance of 524.29 feet to a point for corner;

THENCE North 89 degrees 41 minutes 29 seconds East, a distance of 315.73 feet to a point for corner;

THENCE North 02 degrees 40 minutes 19 seconds West, a distance of 556.10 feet to a point for corner;

THENCE North 88 degrees 29 minutes 17 seconds East, a distance of 307.90 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 530.00 feet, a central angle of17 degrees 56 minutes 09 seconds, an arc length of 165.91 feet, a chord bearing of North 79 degrees 31 minutes 12 seconds East, a distance of 165.23 feet point for corner;

THENCE North 70 degrees 32 minutes 53 seconds East, a distance of 347.25 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 538.50 feet, a central angle of46 degrees 15 minutes 42 seconds, an arc length of 434.79 feet, a chord bearing of South 86 degrees 19 minutes 45 seconds East, a distance of 423.08 feet point for corner;

THENCE North 21 degrees 19 minutes 27 seconds East, a distance of 34.92 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 573.50 feet, a central angle of15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet point for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet point for corner for the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet point for corner;

THENCE South 69 degrees 16 minutes 05 seconds East, a distance of 110.00 feet to a point for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, a distance of 67.22 feet to a point for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, a distance of 173.94 feet to a to the **POINT OF BEGINNING**, containing 5,748,388 square Feet, or 131.965 acres of land.

LEGAL DESCRIPTION - Tract 2: 3.622 ACRES

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "W.A.I." found for the northwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas, also lying on the southwest line of said 4.07-acre tract and the northeast line of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 326.23 feet to a 5/8 inch iron rod with cap stamped "TNP" set for most westerly corner of said 4.07-acre tract, also lying on the southeast line of Old Miles Road a variable width right-of-way;

THENCE North 36 degrees 49 minutes 36 seconds East, along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract, a distance of 564.86 feet to a 1/2 inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the left;

THENCE continuing along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract with said curve to the left having a radius of 585.85 feet, a central angle of 03 degrees 53 minutes 34 seconds, an arc length of 39.80 feet, a chord bearing of North 34 degrees 51 minutes 58 seconds East, a distance of 39.80 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the north corner of said 4.07-acre tract, also lying on the west line of Miles Road a variable width right-of-way;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of Miles Road, a distance of 708.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northeast corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE leaving the west line of said Miles Road along the northerly line of said right-of-way dedication the following courses and distances:

South 43 degrees 28 minutes 06 seconds West, a distance of 39.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 28 minutes 07 seconds West, a distance of 120.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the left;

with said curve to the left having a radius of 845.00 feet, a central angle of 01 degrees 36 minutes 24 seconds, an arc length of 23.69 feet, a chord bearing of South 87 degrees 39 minutes 54 seconds West, a distance of 23.69 feet to the **POINT OF BEGINNING** containing 157,785 Square Feet, or 3.622 Acres of land.

LEGAL DESCRIPTION - Tract 3: 0.153 ACRES

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "HALFF" found for the southeast corner of said 4.07-acre tract, same being the northeast corner of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, also lying on the west line of Miles Road a variable width right-of-way;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 165.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE North 88 degrees 28 minutes 07 seconds East, along the south line of said right-of-way dedication, a distance of 77.52 feet to a 5/8 inch iron rod with cap stamped "TNP" set for a corner clip of same;

THENCE South 46 degrees 31 minutes 54 seconds East, continuing along said right-of-way dedication, a distance of 37.26 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of the aforementioned Miles Road;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of said Miles Road, a distance of 2.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the right;

THENCE continuing along the east line of said Miles Road with said curve to the right having a radius of 1450.00 feet, a central angle of 04 degrees 05 minutes 05 seconds, an arc length of 103.38 feet, a chord bearing of South 01 degrees 06 minutes 22 seconds West, a distance of 103.35 feet to the **POINT OF BEGINNING**, containing 6,655 Square Feet, or 0.153 Acre.

LEGAL DESCRIPTION - Tract 4: 8.747 ACRES

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of an 8.68-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "WAI" found for the northwest corner of said 8.68-acre tract also lying on the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE North 79 degrees 45 minutes 22 seconds East, along the south line of said President George Bush Turnpike, a distance of 218.91 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a non-tangent curve to the right;

THENCE continuing along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 02 degrees 19 minutes 19 seconds, an arc length of 302.51 feet, a chord bearing of North 80 degrees 55 minutes 01 seconds East, a distance of 302.49 feet to a 5/8 inch iron rod found for the northeast corner of said 8.68 acre tract, also lying on the westerly line of a tract of land described by deed to Batsu Enterprises recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said 8.68-acre tract and said Batsu Enterprises tract the following courses and distances:

South 05 degrees 29 minutes 08 seconds East, a distance of 202.09 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 33 minutes 14 seconds East, a distance of 196.48 feet to 5/8 inch iron rod with cap stamped "JBI" found for corner;

South 04 degrees 09 minutes 28 seconds East, a distance of 416.53 feet to a 5/8 inch iron rod with cap stamped "JBI" found for the southeast corner of said 8.68 acre tract and the southwest corner of said Batsu Enterprises tract, also lying on the north line of Pleasant Valley road, a variable width right-of-way;

THENCE South 89 degrees 50 minutes 57 seconds West, along the north line of said Pleasant Valley Road, a distance of 712.69 feet to a 5/8-inch iron rod with cap stamped "JBI" found for the southwest corner of said 8.68-acre tract;

THENCE North 05 degrees 17 minutes 07 seconds West, along the west line of said 8.68-acre tract, a distance of 277.26 feet to a 1/2-inch iron rod found for an angle point in same for corner;

THENCE North 04 degrees 55 minutes 13 seconds West, continuing along the west line of said 8.68-acre tract, a distance of 255.12 feet to the **POINT OF BEGINNING**, containing 381,007 Square Feet, or 8.747 Acres of land.

LEGAL DESCRIPTION - Tract 5: 11.266 ACRES

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of a 11.27-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a T.X.D.O.T. aluminum cap stamped "2655" found for the northeast corner of said 11.27-acre tract also lying at the intersection of the west line of Pleasant Valley Road, a variable width right-of-way with the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE along the common line of said 11.27-acre tract and said Pleasant Valley Road the following courses and distances:

South 00 degrees 23 minutes 36 seconds East, a distance of 255.19 feet to a 5/8-inch iron rod with cap stamped "TNP" set for the beginning of a curve to the right;

with said curve to the right having a radius of 311.06 feet, a central angle of 76 degrees 44 minutes 04 seconds, an arc length of 416.59 feet, a chord bearing of South 37 degrees 58 minutes 24 seconds West, a distance of 386.15 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for corner;

South 76 degrees 28 minutes 32 seconds West, a distance of 320.80 feet to 1/2-inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the right;

with said curve to the right having a radius of 707.53 feet, a central angle of 13 degrees 35 minutes 53 seconds, an arc length of 167.92 feet, a chord bearing of South 83 degrees 01 minutes 55 seconds West, a distance of 167.53 feet 1/2-inch iron rod with cap stamped "HALFF" found for corner;

North 89 degrees 46 minutes 07 seconds West, a distance of 96.34 feet to 1/2-inch iron rod with cap stamped "JBI" found for the southwest corner of said 11.27-acre tract, also lying on the east line of a tract of land described by deed to the City of Sachse recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 31 seconds West, along the common line of said 11.27-acre tract and said City of Sachse tract, a distance of 678.28 feet to 1/2-inch iron rod with cap stamped "WAI" found for the northwest corner of said 11.27-acre tract, also lying on the south line of the aforementioned President George Bush Turnpike, also for the beginning of a non-tangent curve to the right;

THENCE along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 06 degrees 18 minutes 35 seconds, an arc length of 822.09 feet, a chord bearing of South 88 degrees 21 minutes 02 seconds East, a distance of 821.67 feet to the **POINT OF BEGINNING**, containing 490,729 Square Feet, or 11.266 Acres of land.

LEGAL DESCRIPTION - Tract 6: 14.933 ACRES

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being all of a called 14.933 acres, described in a Special Warranty Deed to Sachse Medical Center, LLC, recorded in Instrument No. 201400065513 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 14.933 acre tract, said corner being in the west line of that tract of land described in a Special Warranty Deed to Batsu Enterprises, recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas, and in the north right-of-way line of President George Bush Turnpike, a 350 foot wide right-of-way, said corner also being at the beginning of a non-tangent curve to the left;

THENCE, along the south line of said 14.933 acre tract and the north right-of-way line of said President George Bush Turnpike, the following courses and distances:

Southwesterly, along said non-tangent curve to the left through a central angle of 02°26'08", having a radius of 7815.00 feet, a chord bearing of South 80°58'58" West, a chord distance of 332.18 feet and an arc length of 332.20 feet to a concrete monument with brass disk found for corner at the end of said curve;

South 79°45'54" West, a distance of 343.41 feet to the most southerly southwest corner of said 14.933 acre tract, said corner being in the northeast line of a called 51.724 acre tract of land described in a Warranty Deed to The Trull Foundation, recorded in Volume 94077, Page 2599 of the Deed Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "WAI" found for witness bears North 73°54' East, 0.6 feet;

THENCE North 38°00'53" West, departing the north right-of-way line of said President George Bush Turnpike, and along the southwest line of said 14.933 acre tract and the northeast line of said 51.724 acre tract and the northeast line of Tract Two, called 0.5384 acre, as described in a General Warranty Deed to The Trull Foundation, recorded in Volume 96158, Page 6025 of the Deed Records of Dallas County, Texas, a distance of 435.20 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the most westerly southwest corner of said 14.933 acre tract, said corner being in the east right-of-way line of Miles Road, a 100 foot wide right-of-way at this point, and also being at the beginning of a non-tangent curve to the left;

THENCE, along the west line of said 14.933 acre tract and the east right-of-way line of said Miles Road, the following courses and distances:

Northeasterly, along said non-tangent curve to the left through a central angle of 08°21'44", having a radius of 1550.00 feet, a chord bearing of North 03°08'21" East, a chord distance of 226.02 feet and an arc length of 226.22 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the end of said curve;

North 01°02'31" West, a distance of 142.90 feet to the northwest corner of said 14.933 acre tract, common to the southwest corner of a called 8.709 acres, as described in a Special Warranty Deed, recorded in Instrument No. 201800267365 of the Official Public Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 41°40' East, 0.3 feet;

THENCE departing the east right-of-way line of said Miles Road, along the common line of said 14.933 acre tract and said 8.709 acre tract, the following courses and distances:

South 46°17'27" East, a distance of 32.97 feet to a 5/8 inch iron rod with red plastic stamped "TNP" found for corner;

North 88°57'30" East, a distance of 100.58 feet to the beginning of a tangent curve to the left, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 45°49' East, 0.2 feet;

Northeasterly, along said tangent curve to the left through a central angle of 45°57'00", having a radius of 755.00 feet, a chord bearing of North 65°59'01" East, a chord distance of 589.40 feet and an arc length of 605.49 feet to the end of said curve, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 69°15' East, 0.3 feet;

North 43°00'31" East, a distance of 87.64 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 68°18' East, 0.3 feet;

Northeasterly, along said tangent curve to the right through a central angle of 16°00'32", having a radius of 555.00 feet, a chord bearing of North 51°00'47" East, a chord distance of 154.57 feet and an arc length of 155.07 feet to a 5/8 inch iron rod with red plastic stamped "KHA" set for the northeast corner of said 14.933 acre tract at the end of said curve, said point being in the west line of aforesaid Batsu Enterprises tract, from which a 1/2 inch iron rod found for the most northerly northwest corner of said Batsu Enterprises tract and the most westerly southwest corner of a called 26.04 acre tract of land described in a Special Warranty Deed to the City of Sachse, recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas, bears North 05°00'48" West a distance of 63.83 feet;

THENCE, along the east line of said 14.933 acre tract and the west line of said Batsu Enterprises tract, the following courses and distances:

South 05°00'48" East, a distance of 550.69 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears South 58°28' East, 0.5 feet;

South 04°26'52" East, a distance of 431.33 feet to the POINT OF BEGINNING and containing 14.933 acres (650,474 square feet) of land, more or less.

EXHIBIT M-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

METES AND BOUNDS DISCRIPTION OF IMPROVEMENT AREA #1
48.387 ACRES

IMPROVEMENT AREA #1 TRACT (1)

BEING a tract a 35.780 acre tract of land situated in the Richard Copeland Survey, abstract No. 228, also being a portion of a 78.13-acre tract of land called Tract (A) described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the northwest corner of a tract of land described by deed to the City of Sachse as recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE through the interior of said Tract (A) the following courses and distances:

> South 89 degrees 22 minutes 53 seconds West, a distance of 146.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 00 degrees 37 minutes 07 seconds West, a distance of 243.38 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 82 degrees 21 minutes 44 seconds West, a distance of 69.96 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 82 degrees 04 minutes 22 seconds West, a distance of 326.14 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 974.00 feet, a central angle of 07 degrees 30 minutes 44 seconds, an arc length of 127.70 feet, a chord bearing of North 85 degrees 49 minutes 43 seconds West, a distance of 127.61 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

> North 89 degrees 35 minutes 05 seconds West, a distance of 136.11 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 00 degrees 03 minutes 11 seconds East, a distance of 70.82 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 776.00 feet, a central angle of 18 degrees 20 minutes 42 seconds, an arc length of 248.46 feet, a chord bearing of North 09 degrees 13 minutes 32 seconds East, a distance of 247.40 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

> North 18 degrees 23 minutes 53 seconds East, a distance of 237.22 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 71 degrees 36 minutes 07 seconds West, a distance of 392.19 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 52.00 feet, a central angle of 203 degrees 25 minutes 03 seconds, an arc length of 184.62 feet, a chord bearing of North 59 degrees 53 minutes 35 seconds West, a distance of 101.84 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 65 degrees 53 minutes 58 seconds West, a distance of 73.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of said Tract (A) and the east line of a tract of land described by deed to the City of Sachse recorded in Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said Tract (A) and said City of Sachse tract the following courses and distances;

North 05 degrees 13 minutes 42 seconds East, a distance of 108.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 07 degrees 29 minutes 41 seconds East, a distance of 257.79 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 21 degrees 10 minutes 21 seconds East, a distance of 228.89 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner for the northwest corner of said Tract (A) also lying on the southerly line of Hudson Drive a variable width right-of-way, also for the beginning of a curve to the right;

THENCE along the north line of said Tract (A) and the southerly line of said Hudson Drive, with said curve to the right having a radius of 573.50 feet, a central angle of 15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of 18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of 20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet to a PK Nail found for corner;

THENCE South 69 degrees 16 minutes 05 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 110.00 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 67.22 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 173.94 feet to a 1/2 inch iron rod found for the northeast corner of said Tract (A), also lying on the west line of Merritt Road a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West along the west line of said Merritt Road, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped “HALFF” found for an angle point in same;
THENCE South 00 degrees 17 minutes 44 seconds East, continuing along the west line of said Merritt Road, a distance of 914.60 feet to a 5/8-inch iron rod with cap stamped “WAI” found for corner;

THENCE South 87 degrees 03 minutes 13 seconds West, leaving the west line of said Merritt Road, a distance of 177.54 feet to a 1/2-inch iron rod found for the northeast corner of said City of Sachse tract recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE South 89 degrees 05 minutes 27 seconds West, along the north line of last mentioned City of Sachse tract. a distance of 228.63 feet to the POINT OF BEGINNING containing 1,558,598 square feet, or 35.780 acres of land.

IMPROVEMENT AREA #1 TRACT (2)

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being a portion of a called 76.043-acre tract of land described as Tract 1 in Special Warranty Deed to PMB Station Land, LP, recorded in Instrument No. 201800267365, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap, stamped "RPLS 5430", found for the northwest corner of a tract of land described in Special Warranty Deed to the City of Sachse, Texas, recorded in Instrument No. 201700347810, Official Public Records, Dallas County, Texas, same being an inner ell corner of said 76.043-acre tract of land described as Tract 1;

THENCE South 0°15'35" East, along the westerly line of said City of Sachse tract and an easterly line of said 76.043-acre tract of land described as Tract 1, a distance of 360.71 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner, from said corner, a 5/8-inch iron rod with a plastic cap, stamped "RPLS 5430" found for the southwest corner of said City of Frisco tract bears South 00°15'35" East, 20.45 feet;

THENCE South 89°25'20" West, departing the westerly line of said City of Sachse tract, the easterly line of said 76.043-acre tract of land described as Tract 1, crossing said Tract 1, a distance of 740.96 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 45°15'50" West, continuing across said Tract 1, a distance of 14.06 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 0°02'59" East, continuing across said Tract 1, a distance of 654.21 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 45°13'57" East, continuing across said Tract 1, a distance of 14.10 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 89°35'05" East, continuing across said Tract 1, a distance of 70.12 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner at the beginning of a tangent curve to the right having a central angle of 7°30'44", a radius of 974.00 feet, a chord bearing and distance of South 85°49'43" East, 127.61 feet;

THENCE in a southeasterly direction, continuing across said Tract 1, with said curve to the right, an arc distance of 127.70 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 82°04'22" East, continuing across said Tract 1, a distance of 326.14 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 82°21'44" East, continuing across said Tract 1, a distance of 69.96 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 0°37'07" East, continuing across said Tract 1, a distance of 243.39 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 89°22'53" East, continuing across said Tract 1, a distance of 146.33 feet to the POINT OF BEGINNING and containing 10.144 acres (441,887 square feet) of land, more or less.

IMPROVEMENT AREA #1 TRACT (3)

BEGINNING at a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for the southeast corner of Street "A" as dedicated in Pleasant Valley Road and Street A, an addition to the City of Sachse, Texas, according to the Final Plat, recorded in Instrument No. _______________ Official Public Records, Dallas County, Texas, same also being on the southerly line of said 3.022-acre tract and the northerly right of way line of President George Bush Turnpike, a 350' wide right of way;

THENCE North 42°29'16" West, departing the southerly line of said 3.022-acre tract, the northerly right of way line of said President George Bush Turnpike, and along the easterly line of said Street "A", a distance of 29.47 feet to a point for corner;

THENCE North 0°02'59" East, continuing along the easterly line of said Street "A", a distance of 238.88 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE North 44°44'10" East, along the easterly line of said Street "A", a distance of 14.22 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner the intersection of the easterly right of way line of said Street "A" with the southerly right of way line of Pleasant Valley Road, an 84' wide right of way, as dedicated in said Pleasant Valley Road and Street A;

THENCE North 89°25'20" East, along the southerly right of way line of said Pleasant Valley Road, a distance of 349.63 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 44°25'20" West, departing the southerly right of way line of said Pleasant Valley Road and crossing said 3.022-acre tract, a distance of 14.14 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 0°34'40" East, continuing across said 3.022-acre tract, a distance of 18.44 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 19°50'56", a radius of 229.00 feet, a chord bearing and distance of South 10°30'08" East, 78.94 feet;

THENCE in a southeasterly direction, continuing across said 3.022-acre tract, with said curve to the left, an arc distance of 79.33 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 19°50'56", a radius of 271.00 feet, a chord bearing and distance of South 10°30'08" East, 93.41 feet;

THENCE in a southeasterly direction, continuing across said 3.022-acre tract, with said curve to the right, an arc distance of 93.88 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 0°34'40" East, continuing across said 3.022-acre tract, a distance of 96.85 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 41°23'23" East, continuing across said 3.022-acre tract, a distance of 30.27 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner on the southerly line of said 3.022-acre tract and the northerly right of way line of aforesaid President George Bush Turnpike, and being at the beginning of a non-tangent curve to the left having a central angle of 2°49'24", a radius of 7815.00 feet, a chord bearing and distance of North 83°32'24" West, 385.06 feet;

THENCE in a northwesterly direction, along the southerly line of said 3.022-acre tract and the northerly right of way line of said President George Bush Turnpike, and with said curve to the left, an arc distance of 385.09 feet to the POINT OF BEGINNING and containing 2.463 acres (107,308 square feet) of land, more or less.

EXHIBIT M-3 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION OF MAJOR IMPROVEMENT AREA
122.299 ACRES

Being approximately 170.686 acres of land within the District as more particularly described in **Exhibit M-1**; SAVE AND EXCEPT the approximately 48.387-acre tract of land comprising Improvement Area #1 as more particularly described in **Exhibit M-2.**

APPENDIX A – ENGINEER'S REPORT

[Remainder of page left intentionally blank.]

Kimley»Horn

RE: Engineer's Report
The Station Development
Sachse, Texas

Introduction:

The Station is a 133.6-acre development generally located north of the President George Bush Turnpike (PGBT), south of Hudson Road, east of Miles Road and west of Merritt Road within the City of Sachse, Texas. There are two tracts (totaling about 20.0 acres) on the south side of the PGBT between Pleasant Valley Road and the PGBT eastbound service road. The Station will be a multi-use development including single-family residential, multi-family residential, retail and commercial all within a "walkable" development per the President George Bush Turnpike (PGBT) Overlay District. Exhibit "A" shows the current concept plan for The Station. The City's Heritage Park (approximately 35.5 acres) is directly adjacent to The Station. There is also a 1.85-acre tract owned by the City on which a water tower and regional detention has been constructed. The aforementioned City property and The Station development total the approximately 170.7 acres to be included in the proposed Sachse Public Improvement District #1 (PID).

The land included in the PID is been separated into two Improvement Areas. Improvement Area 1 includes a 35.8-acre single family tract (Block A), a 10.1-acre multi-family tract (Block B), and a 2.5-acre retail tract (Block K1). The remaining 122.3 acres are included in Improvement Area 2. Exhibit A shows Improvement Area #1 & the Major Improvement Area highlighted in red and blue, respectively.

The individual components of the infrastructure required to support The Station development are listed as items 1 through 11 on Exhibit J and are shown on Exhibits B through G.

Development Costs:

An Engineers' opinion of probable cost (EOPC) has been prepared for all on-site and off-site infrastructure and is included as Exhibit J.

Development Improvements:

Development improvements have been separated into On-Site (Direct), Master and Private improvements. The On-Site (Direct) and Master Improvements will be included in the PID.

All On-Site (Direct) Improvements for Improvement Area #1 are depicted on Exhibits B through D and all Master Improvements are depicted on Exhibits E through G. Exhibit H shows the general location of both On-Site (Direct) and Master Improvements for the Public Parking and Commercial/Retail blocks. The Heritage Park Master Improvements are shown on Exhibit I.

Development Schedule:

<u>Design Stage</u>

- A Developer's Agreement for the entire development has been approved, executed and filed.
- A Preliminary Plat for Phase 1, including Blocks A, B, C, D, E, K1, K2(A), K2(B) and K2(C) as well as the Additional 1.25-acre PMB tract and 1.85-acre City tract near the northwest corner of the Merritt Road and The Station Boulevard intersection has been approved by the City of Sachse Planning and Zoning Commission.

- A Final Plat for Phase 1, Block A has been approved by the City of Sachse Planning and Zoning Commission and has been recorded in Dallas County.
- A Preliminary Plat for Phase 2, including Blocks F, G and L has been approved by the City of Sachse Planning and Zoning Commission.
- A Downstream Assessment and Floodplain study to accompany the Phase 1 Preliminary Plat has been approved by the City of Sachse.
- A Downstream Assessment and Floodplain study to accompany the Phase 2 Preliminary Plat has been submitted to the City of Sachse and approval is pending.
- A CLOMR for Regional Detention has been approved by the City of Sachse and submitted to FEMA. Approval is pending review of the third submission to FEMA.
- A Water Rights Permit has been submitted to TCEQ. Administrative approval is pending review of the third submission. Technical review will begin after Administrative approval.
- A Standard Individual Section 404 Permit and joint TCEQ Section 401 Permit have been submitted to the USACE.
- Construction plans for Block A, the Phase 1 single family component, have been approved by the City of Sachse.
- Construction plans for Block K1, a retail component, have been approved by the City of Sachse.
- Construction plans prepared by others for Block B, a Phase 1 multi-family component, have been approved by the City of Sachse.
- Construction plans for the initial phase of The Station Boulevard (approximately 1/3 of the total length) have been approved by the City of Sachse. This is the section included within the Phase 1 Preliminary Plat.
- Construction plans for the initial phase of the Master Water Main Extension (approximately 1/3 of the total length) have been approved by the City of Sachse.
- Construction plans for Hudson Road have been approved by the City of Sachse.
- Construction plans for The Commons Parkway have been approved by the City of Sachse.
- Construction plans for the Master Sewer Main Extension – Line A have been approved by the City of Sachse.
- Construction plans for the Master Sewer Main Extension – Line B have been approved by the City of Sachse.
- Construction plans for Master Entry Monumentation have been approved by the City of Sachse.
- Construction plans and permits for four deceleration and right-hand turn lanes have been approved by TxDOT.
- A permit for the extension of Master Sewer Main – Line A under the PGBT has been submitted to the NTTA and is pending approval.

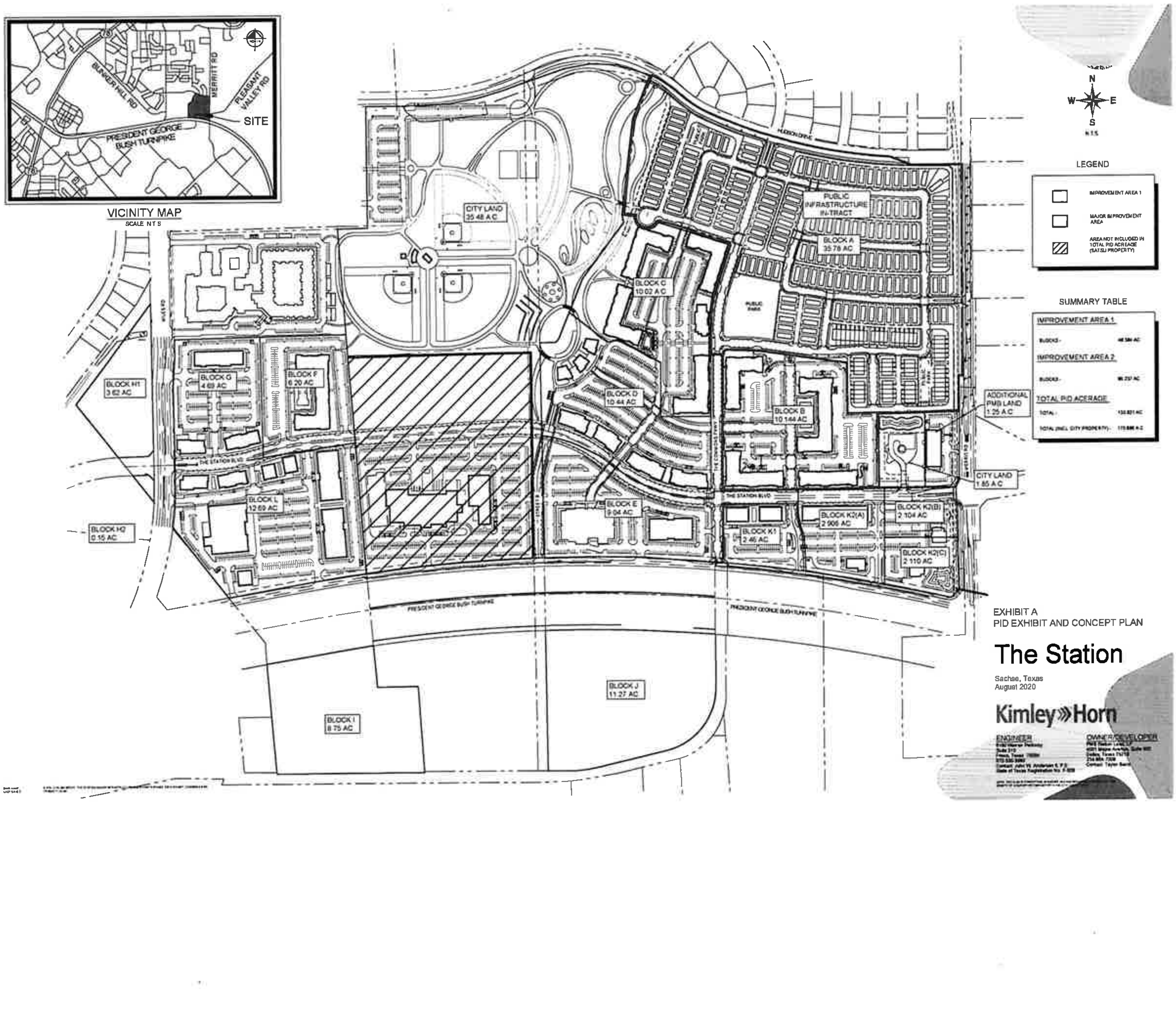
<u>Construction Stage</u>

- Construction of Block A is complete and has received final acceptance from the City of Sachse. The following infrastructure components needed to serve Block A are included in the acceptance:
    - Approximately 1/3 of Master Sewer Main Extension – Line A
    - Master Sewer Main Extension – Line B
    - Hudson Road
- Construction of approximately 1/3 of The Station Boulevard is near completion with City of Sachse acceptance anticipated in September of 2020
- Construction of approximately 1/3 of the Master Water Line Extension is near completion with City of Sachse acceptance anticipated in September 2020

- Construction of The Commons Parkway is near completion with City of Sachse acceptance anticipated in September 2020
- Construction of Block B is currently underway
- Construction of Block K1 is estimated to begin September 2020
- Construction of the remaining portions of The Station Boulevard, Master Water Line Extension and Master Sewer Line Extension – Line A are anticipated to begin in the fourth quarter of 2020 with final acceptance estimated in the fourth quarter of 2021
- Construction of the Heritage Park Improvements are anticipated to begin January 2022
- A project schedule for construction is depicted in Exhibit K.

9/3/2020

STATE OF TEXAS
JOHN W. ANDERSEN II
91672
LICENSED
PROFESSIONAL ENGINEER


VICINITY MAP
SCALE N.T.S.
BUNKER HILL RD
MERRITT RD
PLEASANT VALLEY RD
SITE
PRESIDENT GEORGE BUSH TURNPIKE
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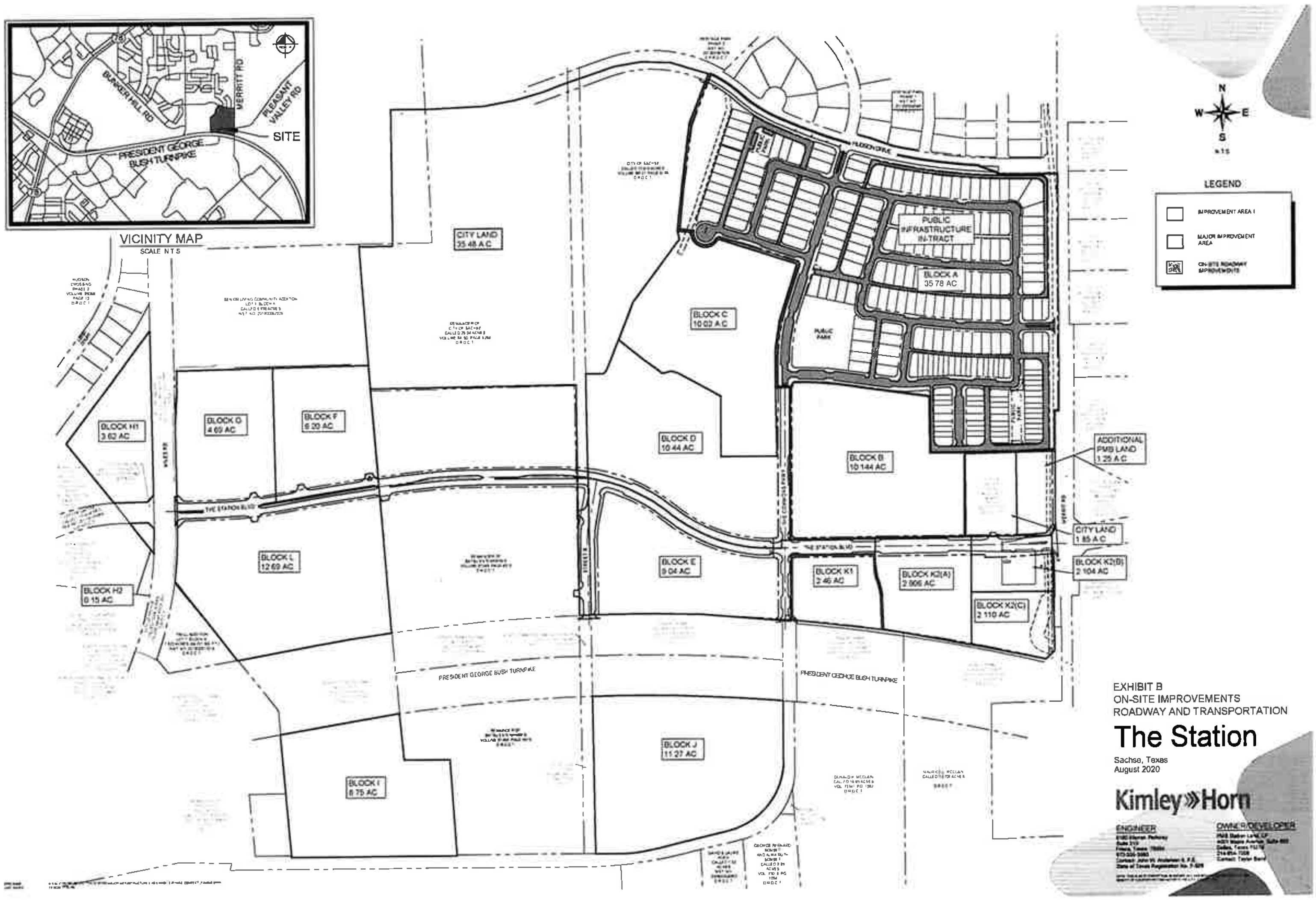
N.T.S.
LEGEND
IMPROVEMENT AREA 1
MAJOR IMPROVEMENT AREA
AREA NOT INCLUDED IN TOTAL PID ACREAGE (SATSU PROPERTY)
SUMMARY TABLE
IMPROVEMENT AREA 1
IMPROVEMENT AREA 2
TOTAL PID ACERAGE
CITY LAND
35.48 AC
PUBLIC INFRASTRUCTURE IN-TRACT
BLOCK A
35.78 AC
BLOCK C
10.02 AC
BLOCK G
4.69 AC
BLOCK F
6.20 AC
BLOCK H1
3.62 AC
BLOCK D
10.44 AC
BLOCK B
10.144 AC
ADDITIONAL PMB LAND
1.25 AC
CITY LAND
1.85 AC
BLOCK L
12.69 AC
BLOCK E
9.04 AC
BLOCK K2(A)
2.906 AC
BLOCK K2(B)
2.104 AC
BLOCK K1
2.46 AC
BLOCK K2(C)
2.110 AC
BLOCK H2
0.15 AC
THE STATION BLVD
HUDSON DRIVE
PRESIDENT GEORGE BUSH TURNPIKE
BLOCK J
11.27 AC
BLOCK I
8.75 AC
EXHIBIT A
PID EXHIBIT AND CONCEPT PLAN
The Station
Sachse, Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER



BUNKER HILL RD
MERRITT RD
PLEASANT VALLEY RD
SITE
PRESIDENT GEORGE BUSH TURNPIKE
VICINITY MAP
SCALE N.T.S.
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LEGEND
IMPROVEMENT AREA 1
MAJOR IMPROVEMENT AREA
ON-SITE ROADWAY IMPROVEMENTS
CITY LAND
35.48 AC
PUBLIC INFRASTRUCTURE IN-TRACT
BLOCK A
35.78 AC
PUBLIC PARK
BLOCK C
10.02 AC
BLOCK D
10.44 AC
BLOCK B
10.144 AC
ADDITIONAL PMB LAND
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CITY LAND
1.85 AC
BLOCK K2(B)
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THE STATION BLVD
BLOCK L
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BLOCK K1
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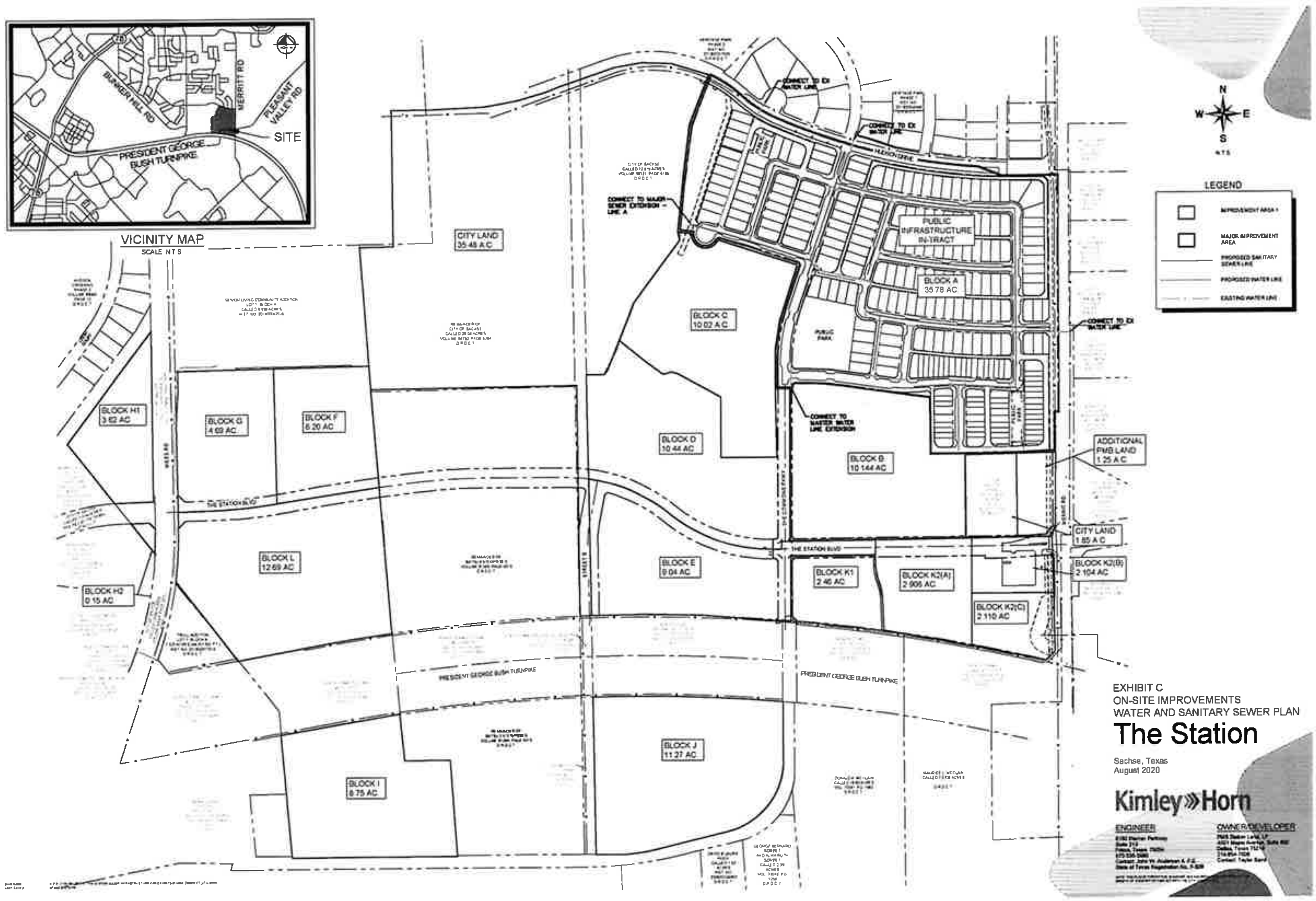
BLOCK K2(A)
2.906 AC
BLOCK K2(C)
2.110 AC
BLOCK H2
6.15 AC
PRESIDENT GEORGE BUSH TURNPIKE
BLOCK J
11.27 AC
BLOCK I
6.75 AC
EXHIBIT B
ON-SITE IMPROVEMENTS
ROADWAY AND TRANSPORTATION
The Station
Sachse, Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER



VICINITY MAP
SCALE NTS
BUNKER HILL RD
MERRITT RD
PLEASANT VALLEY RD
PRESIDENT GEORGE BUSH TURNPIKE
SITE
CITY LAND
35.48 AC
PUBLIC INFRASTRUCTURE IN-TRACT
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BLOCK K2(B)
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BLOCK K2(C)
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BLOCK L
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ADDITIONAL PMB LAND
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CITY LAND
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PUBLIC PARK
THE STATION BLVD
PRESIDENT GEORGE BUSH TURNPIKE
CONNECT TO MAJOR SEWER EXTENSION - LINE A
CONNECT TO MASTER WATER LINE EXTENSION
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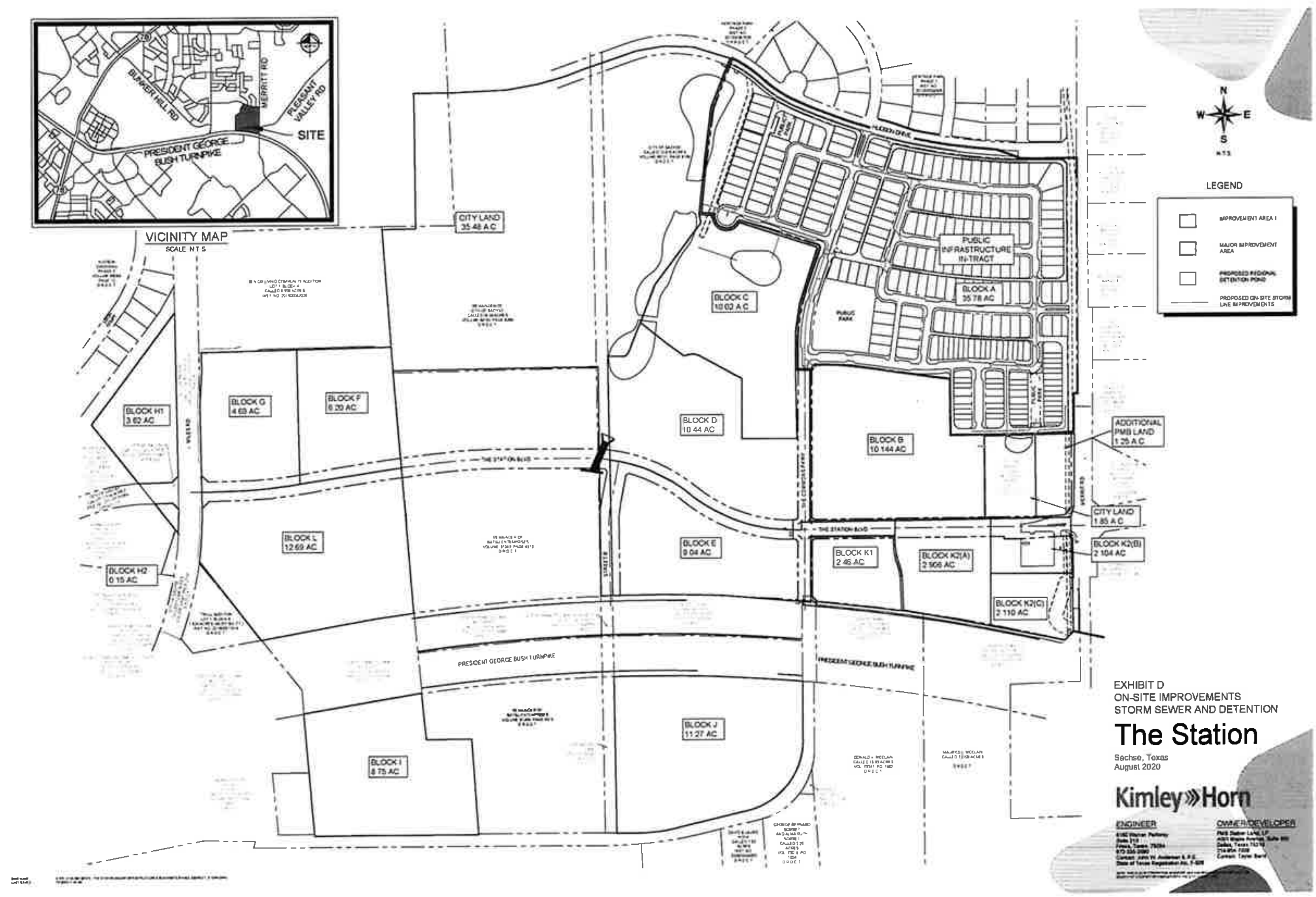
EXHIBIT C
ON-SITE IMPROVEMENTS
WATER AND SANITARY SEWER PLAN
The Station
Sachse, Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER


VICINITY MAP
SCALE N.T.S.
BUNKER HILL RD
MERRITT RD
PLEASANT VALLEY RD
SITE
PRESIDENT GEORGE BUSH TURNPIKE
CITY LAND 35.48 AC
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PUBLIC INFRASTRUCTURE IN-TRACT
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THE STATION BLVD
PRESIDENT GEORGE BUSH TURNPIKE
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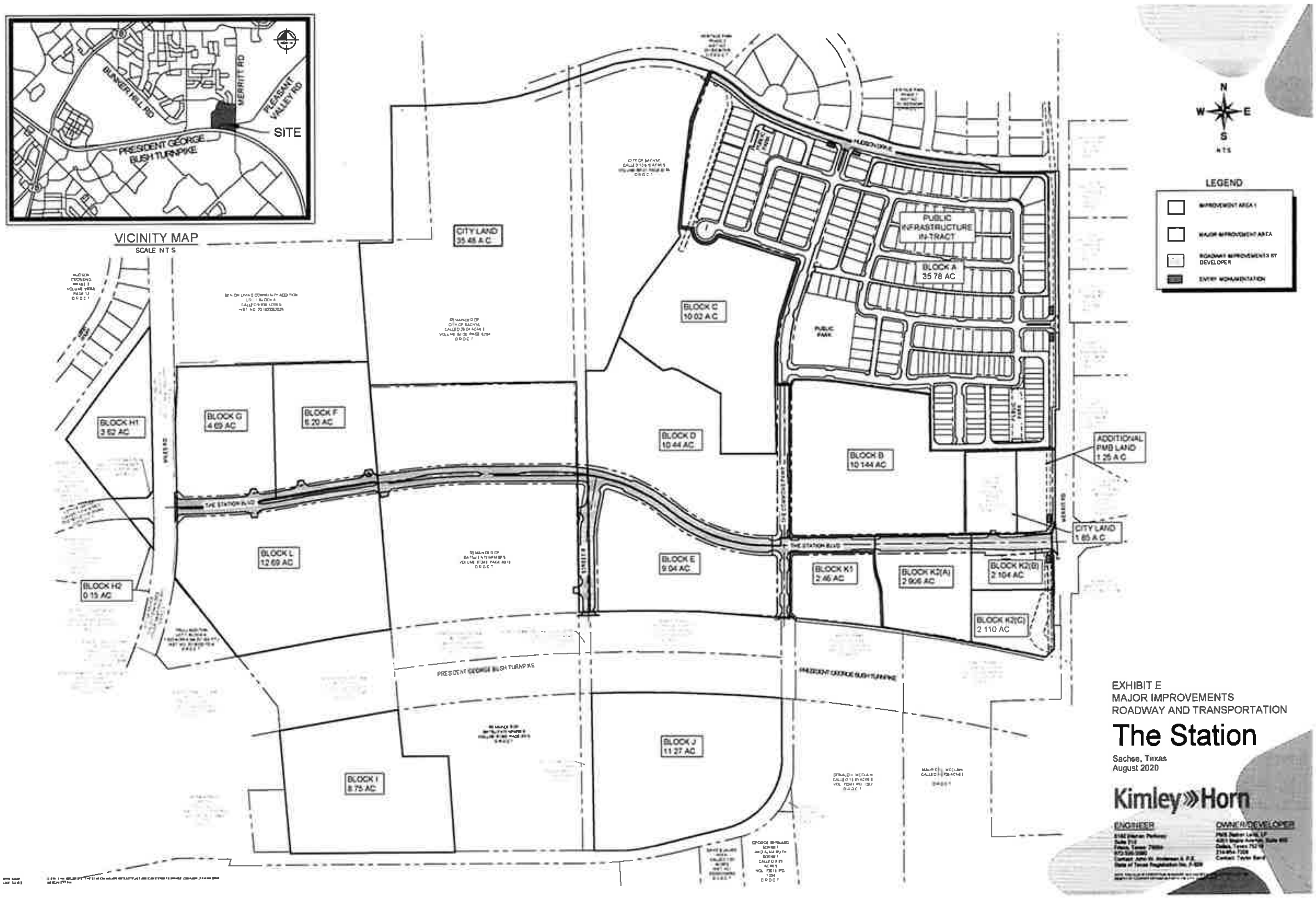
MAJOR IMPROVEMENT AREA
PROPOSED REGIONAL DETENTION POND
PROPOSED ON-SITE STORM LINE IMPROVEMENTS
EXHIBIT D
ON-SITE IMPROVEMENTS
STORM SEWER AND DETENTION
The Station
Sachse, Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER



VICINITY MAP
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BUNKER HILL RD
MERRITT RD
PLEASANT VALLEY RD
SITE
PRESIDENT GEORGE BUSH TURNPIKE
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IMPROVEMENT AREA 1
MAJOR IMPROVEMENT AREA
ROADWAY IMPROVEMENTS BY DEVELOPER
ENTRY MONUMENTATION
CITY LAND 35.48 A C
BLOCK C 10.02 A C
PUBLIC INFRASTRUCTURE IN-TRACT
BLOCK A 35.78 AC
PUBLIC PARK
HUDSON DRIVE
BLOCK H1 3.62 AC
BLOCK G 4.69 AC
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THE STATION BLVD
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BLOCK H2 0.15 AC
PRESIDENT GEORGE BUSH TURNPIKE
BLOCK J 11.27 AC
BLOCK I 8.75 AC
EXHIBIT E
MAJOR IMPROVEMENTS
ROADWAY AND TRANSPORTATION
The Station
Sachse, Texas
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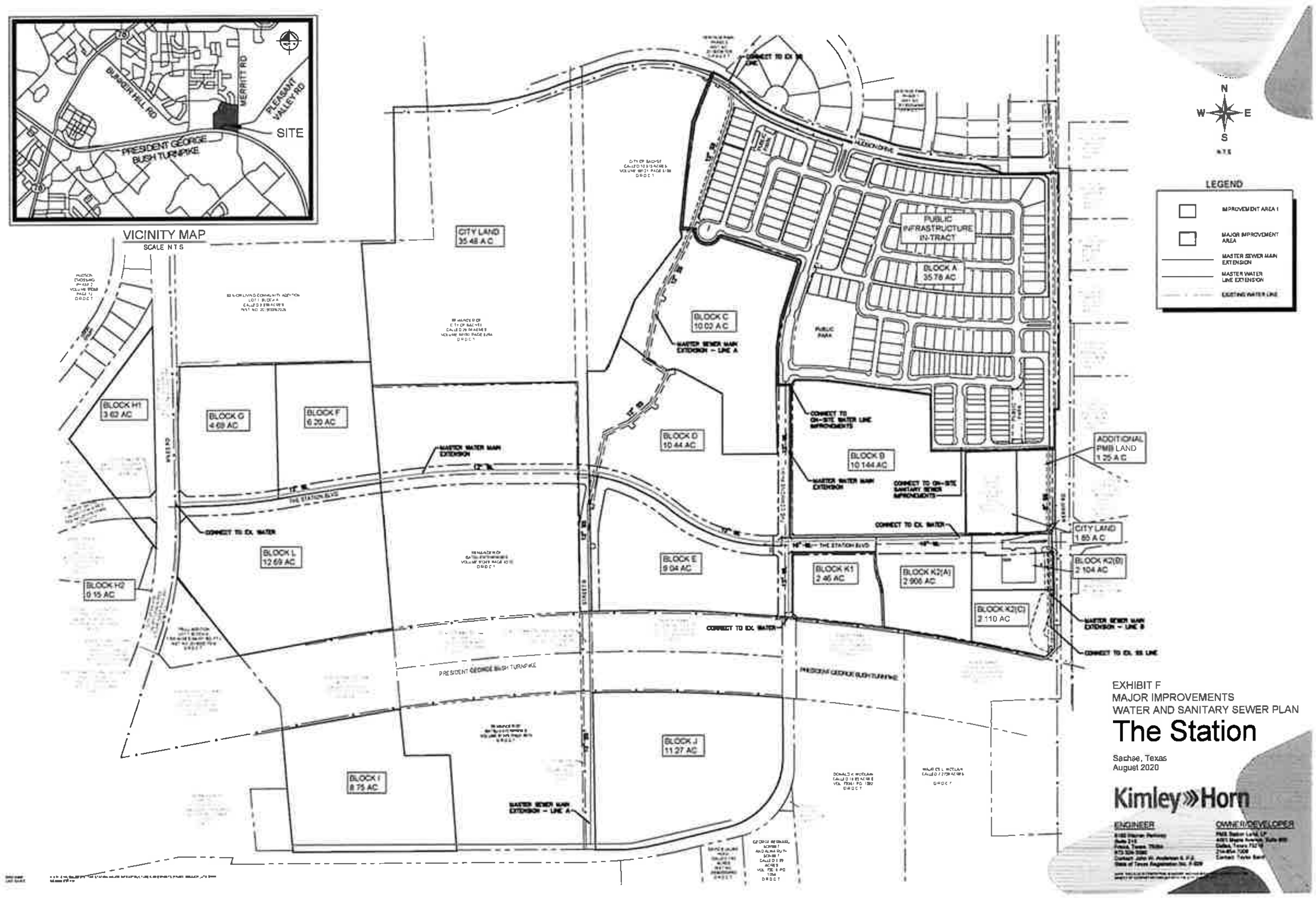
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PRESIDENT GEORGE BUSH TURNPIKE
MERRITT RD
PLEASANT VALLEY RD
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MAJOR IMPROVEMENT AREA
MASTER SEWER MAIN EXTENSION
MASTER WATER LINE EXTENSION
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CITY LAND 35.48 AC
PUBLIC INFRASTRUCTURE IN-TRACT
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BLOCK B 10.144 AC
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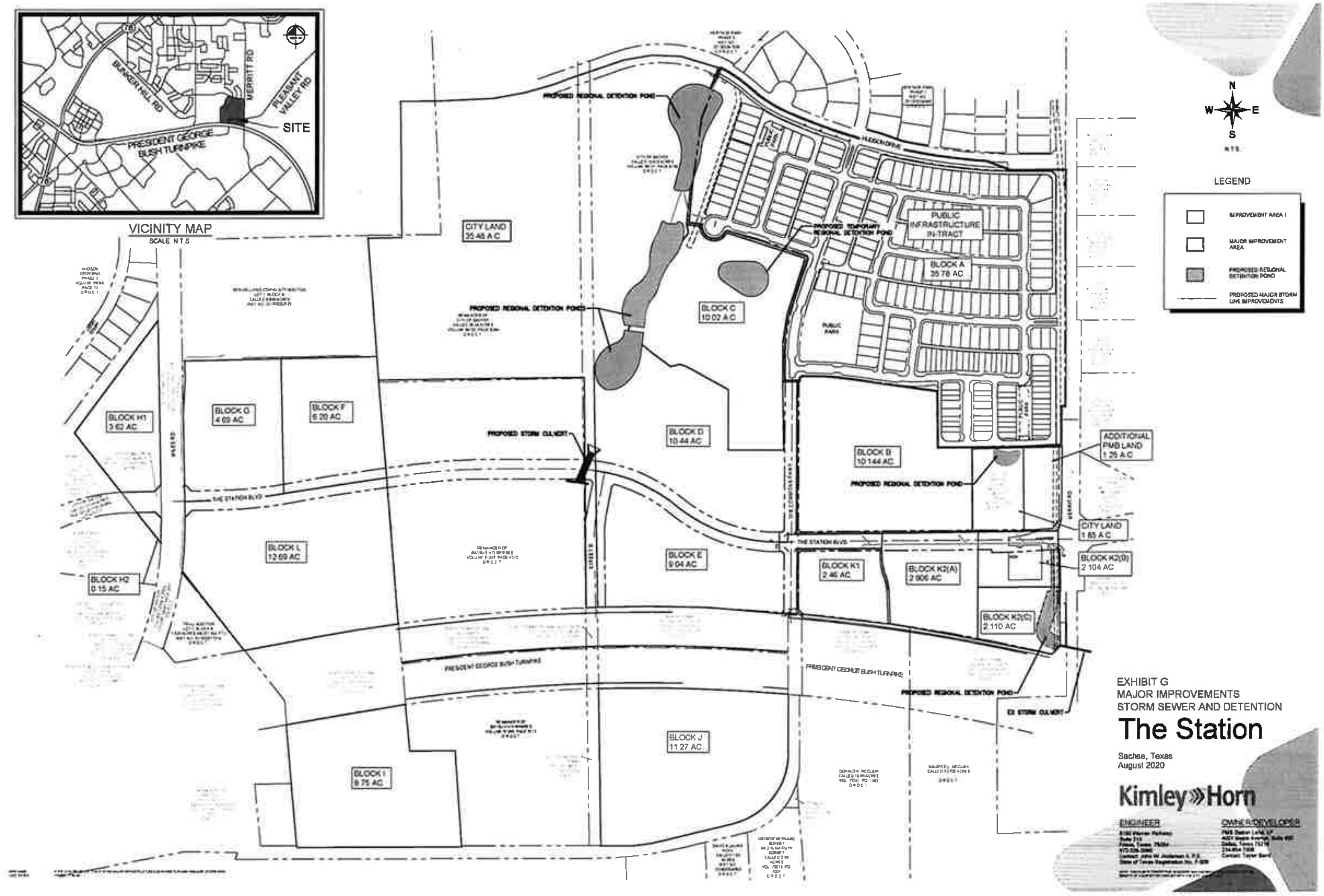
CITY LAND 1.85 AC
PUBLIC PARK
THE STATION BLVD
PRESIDENT GEORGE BUSH TURNPIKE
MASTER SEWER MAIN EXTENSION – LINE A
MASTER SEWER MAIN EXTENSION – LINE B
MASTER WATER MAIN EXTENSION
CONNECT TO EX. WATER
CONNECT TO EX. SS LINE
CONNECT TO ON-SITE WATER LINE IMPROVEMENTS
CONNECT TO ON-SITE SANITARY SEWER IMPROVEMENTS
EXHIBIT F
MAJOR IMPROVEMENTS
WATER AND SANITARY SEWER PLAN
The Station
Sachse, Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER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PLEASANT VALLEY RD
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PRESIDENT GEORGE BUSH TURNPIKE
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IMPROVEMENT AREA I
MAJOR IMPROVEMENT AREA
PROPOSED REGIONAL DETENTION POND
PROPOSED MAJOR STORM LINE IMPROVEMENTS
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PROPOSED TEMPORARY REGIONAL DETENTION POND
PUBLIC INFRASTRUCTURE IN-TRACT
BLOCK A
35.78 AC
CITY LAND
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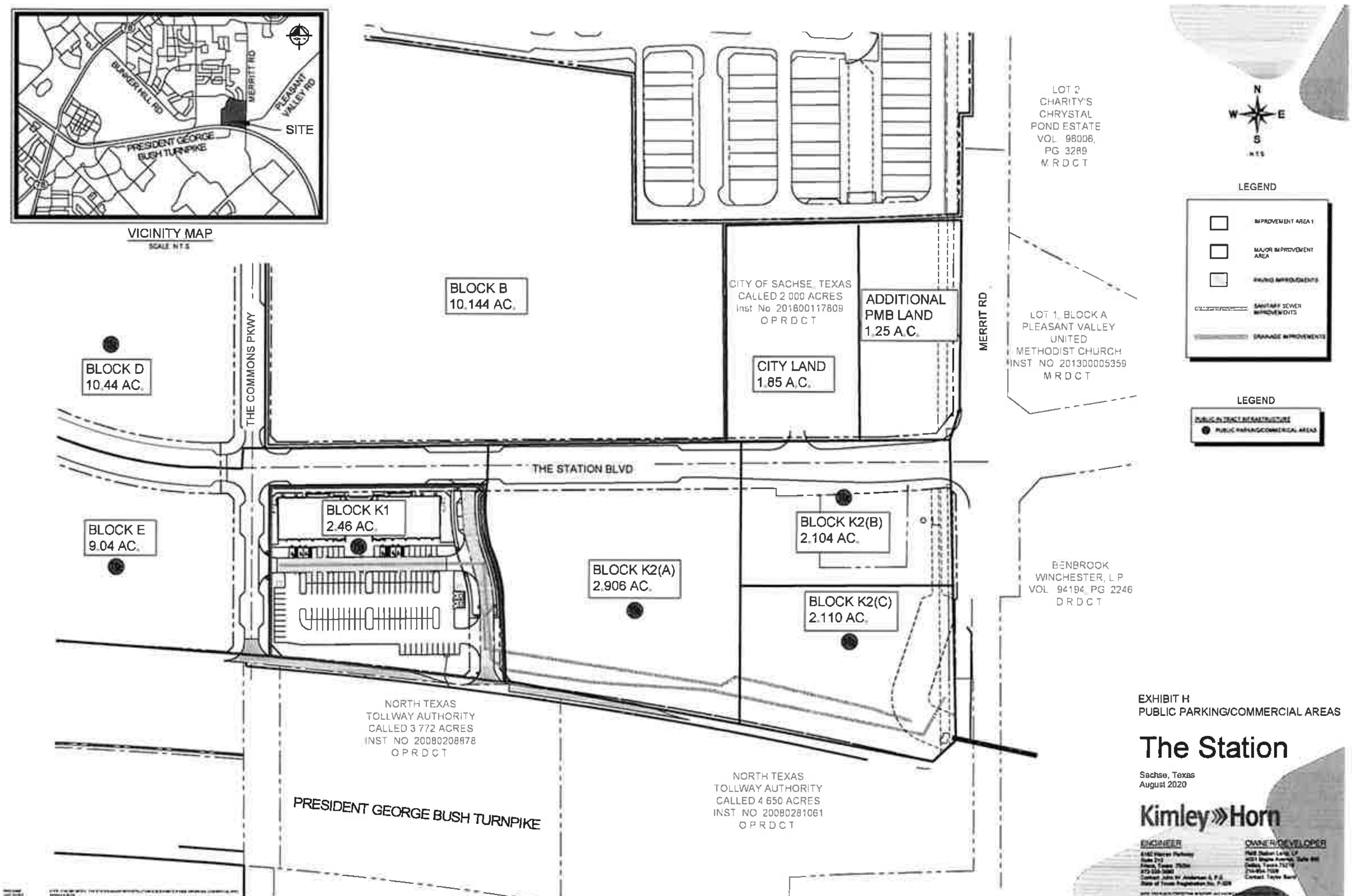
BLOCK K2(C)
2.110 AC
PRESIDENT GEORGE BUSH TURNPIKE
EX STORM CULVERT
BLOCK J
11.27 AC
BLOCK I
8.75 AC
EXHIBIT G
MAJOR IMPROVEMENTS
STORM SEWER AND DETENTION
The Station
Sachse, Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER



VICINITY MAP
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BUNKER HILL RD
MERRITT RD
PLEASANT VALLEY RD
SITE
PRESIDENT GEORGE BUSH TURNPIKE
BLOCK B
10.144 AC.
BLOCK D
10.44 AC.
BLOCK E
9.04 AC.
THE COMMONS PKWY
CITY OF SACHSE, TEXAS
CALLED 2.000 ACRES
Inst. No. 201600117809
O.P.R.D.C.T.
ADDITIONAL
PMB LAND
1.25 A.C.
CITY LAND
1.85 A.C.
MERRIT RD
LOT 2
CHARITY'S
CHRYSTAL
POND ESTATE
VOL. 96006,
PG. 3289
M.R.D.C.T.
LOT 1, BLOCK A
PLEASANT VALLEY
UNITED
METHODIST CHURCH
INST. NO. 201300005359
M.R.D.C.T.
THE STATION BLVD
BLOCK K1
2.46 AC.
BLOCK K2(A)
2.906 AC.
BLOCK K2(B)
2.104 AC.
BLOCK K2(C)
2.110 AC.
BENBROOK
WINCHESTER, L.P.
VOL. 94194, PG. 2246
D.R.D.C.T.
NORTH TEXAS
TOLLWAY AUTHORITY
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INST. NO. 20080208678
O.P.R.D.C.T.
NORTH TEXAS
TOLLWAY AUTHORITY
CALLED 4.650 ACRES
INST. NO. 20080281061
O.P.R.D.C.T.
PRESIDENT GEORGE BUSH TURNPIKE
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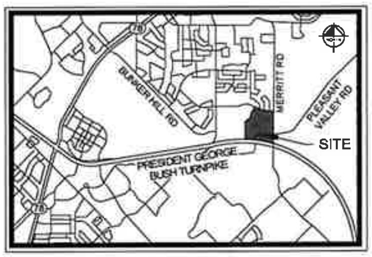
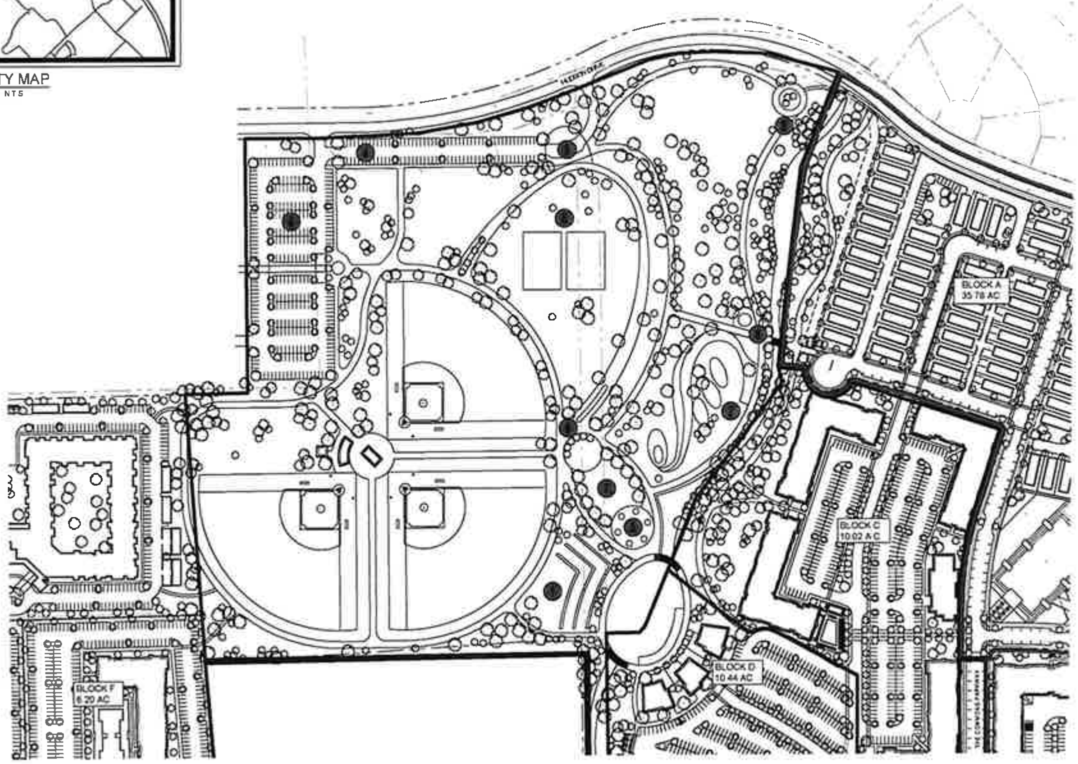
IMPROVEMENT AREA 1
MAJOR IMPROVEMENT AREA
PAVING IMPROVEMENTS
SANITARY SEWER IMPROVEMENTS
DRAINAGE IMPROVEMENTS
LEGEND
PUBLIC IN TRACT INFRASTRUCTURE
PUBLIC PARKING/COMMERCIAL AREAS
EXHIBIT H
PUBLIC PARKING/COMMERCIAL AREAS
The Station
Sachse, Texas
August 2020
Kimley»Horn
ENGINEER
OWNER/DEVELOPER



VICINITY MAP
SCALE N.T.S.



N
W E
S
N.T.S.

LEGEND

- IMPROVEMENT AREA 1
- MAJOR IMPROVEMENT AREA
- 1 AMPITHEATER
- 2 PLAYGROUND WITH SHADE STRUCTURES
- 3 SPLASH PAD
- 4 PARKING LOT
- 5 FOOD TRUCK PARKING AREA
- 6 GREAT LAWN
- 7 EVENT LAWN
- 8 WALKING TRAILS

EXHIBIT I
HERITAGE PARK CONCEPT PLAN

The Station

Sachse, Texas
August 2020

Kimley»Horn

ENGINEER

OWNER/DEVELOPER

Exhibit B
CITY OF SACHSE, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Sachse, Texas at 7:00 p.m. on the 19th day of October 2020, at Sachse City Hall, 3815 Sachse Road, Sachse, Texas 75048. The public hearing will be held to consider proposed assessments to be levied against certain assessable property within the Sachse Public Improvement District No. 1 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) water, wastewater and drainage improvements and facilities; (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the Property (defined below); (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) payment of costs associated with operating and maintaining the public improvements listed in (i) through (v) above; (viii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (vii) above and secured by assessments levied against the property in the District that benefit from such Authorized Improvements (the "Property"). The Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property. The total costs of the Authorized Improvements is approximately $30,397,854.

The boundaries of the District include approximately 170.933 acres of land generally located north of the PGBT between Merritt Road and Miles Road and including parcels west of Miles Road and south of the PGBT, as more particularly described by a metes and bounds description available for public inspection at the office of the City Secretary, Sachse City Hall, 3815 Sachse Road, Sachse, Texas 75048.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing. Information for persons who wish to attend the meeting by telephone, videoconference or other electronic means will be posted on the City's website at http://www.cityofsachse.com/councilmeetings.

A copy of the Proposed Assessment Roll relating to the Authorized Improvements to be undertaken at this time, which includes the assessments to be levied against certain assessable parcels in the District, is available for public inspection at the office of the City Secretary, Sachse City Hall, 3815 Sachse Road, Sachse, Texas 75048.

The City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	14. Consider a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for the operation and maintenance of the Sachse Public Improvement District No. 1 at the Station and calling for a public hearing to be held during the Regular City Council Meeting on October 19, 2020, regarding the levy of operation and maintenance assessments against property in such Public Improvement District.
Access	Public
Type	Action
Recommended Action	Approve a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for the operation and maintenance of the Sachse Public Improvement District No. 1 at the Station and calling for a public hearing to be held during the Regular City Council Meeting on October 19, 2020, regarding the levy of operation and maintenance assessments against property in such Public Improvement District.

Public Content

BACKGROUND
This item is associated with the Preliminary Service and Assessment Plan item.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Consider a resolution accepting and approving a preliminary service and assessment plan and preliminary assessment rolls for the operation and maintenance of the Sachse Public Improvement District No. 1 at the Station and calling for a public hearing to be held during the Regular City Council Meeting on October 19, 2020, regarding the levy of operation and maintenance assessments against property in such Public Improvement District.

PID No. 1 O&M PSAP v2.0.pdf (1,989 KB)

Resolution PID No. 1 - O&M PSAP.pdf (88 KB)

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ORDERING A PUBLIC HEARING FOR MONDAY, OCTOBER 19, 2020, TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS AGAINST THAT PROPERTY WITHIN THE SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1 WHICH LIES WITHIN THE JURISDICTION OF THE CITY AND THAT IS SPECIALLY BENEFITED BY SUPPLEMENTAL SERVICES BEING FINANCED; APPROVING THE PRELIMINARY OPERATIONS AND MAINTENANCE SERVICE AND ASSESSMENT PLAN; AUTHORIZING AND DIRECTING THE PUBLICATION AND MAILING OF NOTICES FOR SAID PUBLIC HEARING; DIRECTING THAT THE PROPOSED ASSESSMENT ROLL BE MADE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 372, Texas Local Government Code, as amended (the "Act"), authorizes the City of Sachse, Texas (the "City"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on January 22, 2019 the City Council of the City (the "City Council") approved Resolution No. 3905, authorizing the establishment of the Sachse Public Improvement District (the "District") in accordance with the PID Act, which consists of approximately 170.686 contiguous acres within the corporate limits of the City pursuant to the Act; and

WHEREAS, the City Staff has prepared the *City of Sachse, Texas, Sachse Public Improvement District No.1 Preliminary Operations & Maintenance Service & Assessment Plan* (the "Preliminary O&M SAP"), attached hereto as **Exhibit A**; and

WHEREAS, the City Council has made available for public inspection the Preliminary O&M SAP, prior to the publication date in accordance with the Act; and

WHEREAS, the City Council proposes a public hearing for Monday, October 19, 2020, to consider an ordinance levying assessments against property within the City to pay for the operation and maintenance of the public improvements identified in the Preliminary O&M SAP (the "Supplemental Services") that will confer a special benefit on the District and authorizes and directs the City Secretary to (1) publish and mail notices of said public hearing in accordance with the Act, and (2) make available for public inspection the preliminary Assessment Roll for the District to pay for the Supplemental Services in accordance with the Act.

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

SECTION 1. The findings set forth above, together with the exhibits attached hereto, are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. A public hearing (the "Public Hearing") shall be conducted during the regular meeting of the Council to be held on October 19, 2020 at 7:00 p.m., which meeting will be conducted by video conference in accordance with applicable provisions of the Texas Open Meetings Act as waived and/or modified by the Governor of the State of Texas pursuant to Texas Government Code §418.016 and during which the Council shall, among other actions, hear and pass on any objections to the proposed assessments. Upon the adjournment of the Assessment Hearing, the Council may consider an ordinance approving the final update to the Service and Assessment Plan. Citizens may access at
http://www.cityofsachse.com/councilmeetings.

SECTION 3. At the Public Hearing, the City Council will hear testimony regarding the adoption of an ordinance levying assessments against the District in accordance with section 372.017 of the Act.

SECTION 4. The City Staff is hereby authorized and directed to make available for public inspection the Preliminary O&M SAP prior to the publication date, in accordance with the Act.

SECTION 5. The City Secretary is hereby authorized and directed to cause notices of the public hearing (in substantially the form attached hereto as **Exhibit B**) to be published in a newspaper of general circulation in the City and its extraterritorial jurisdiction in accordance with Section 372.016(b) of the Act and to be mailed to owners of property within the District in accordance with Section 372.016(c) of the Act (however, the failure of a property owner to receive notice does not invalidate the proceeding).

SECTION 6. The City Secretary is hereby authorized and directed to make available for public inspection the preliminary Assessment Roll for the District to pay for the Supplemental Services in accordance with the Act.

SECTION 7. If any section, article, paragraph, sentence, clause, phrase or word of this Resolution, or application thereto any persons or circumstances, is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalid portions, which remaining portions shall remain in full force and effect.

SECTION 8. This Resolution shall become effective from and after its date of passage and approval by the City Council.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas on this 8th day of September, 2020.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

Exhibit A

City of Sachse, Texas, Sachse Public Improvement District No.1

Preliminary Operations & Maintenance Service & Assessment Plan

Sachse Public Improvement District No. 1

OPERATION AND MAINTENANCE PRELIMINARY SERVICE AND ASSESSMENT PLAN

VERSION 2.0 09/04/2020

P3 WORKS

AUSTIN, TX | NORTH RICHLAND HILLS, TX

TABLE OF CONTENTS

INTRODUCTION

Capitalized terms used in this O&M Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this O&M Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section" or an "Exhibit" shall be a reference to a Section of this O&M Service and Assessment Plan or an Exhibit attached to and made a part of this O&M Service and Assessment Plan for all purposes.

On January 22, 2019, the City Council passed and approved Resolution No. 3905 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the costs of Operations and Maintenance Costs that confer a special benefit on approximately 170.686 acres located within the corporate limits of the City as shown on **Exhibit A-1.**

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected Operation and Maintenance Costs. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Operation and Maintenance Costs against the District based on the special benefits conferred on the District by the operation and maintenance Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel must be sufficient to pay the share of the Operations and Maintenance Costs apportioned to the Parcel and cannot exceed the special benefit conferred on the Parcel by such Operations and Maintenance Costs. The Assessment Roll for Improvement Area #1 is included as **Exhibit C.**

SECTION I: DEFINITIONS

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this O&M Service and Assessment Plan. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to (1) preparation of updates to this O&M Service and Assessment Plan; (2) the performance of any duties or obligations imposed by this O&M Service and Assessment Plan related to (i) the collection and application of Operation and Maintenance Assessments, or (ii) the use of the foregoing to pay the Annual Installments; and (4) the maintenance of books and records.

"Annual Installment" means the annual installment payment of the Operations and Maintenance Assessment as calculated by the Administrator and approved by the City Council, plus Annual Collection Costs.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Assessed Property" means any Parcel within the District other than Non-Benefitted Property against which an Operations and Maintenance Assessment is levied.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that levies the Operation and Maintenance Assessments.

"Assessment Plan" means the methodology employed to assess the Operations and Maintenance Costs against the Assessed Property within the District based on the special benefits conferred on such property by the operation and maintenance of the Authorized Improvements, more specifically described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any O&M Annual Service Plan Update.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, as listed in **Section III.**

"City" means the City of Sachse, Texas.

"City Council" means the governing body of the City.

"County" means Dallas County, Texas.

"Delinquent Collection Costs" mean costs related to the collection of delinquent Operation and Maintenance Assessments, delinquent Annual Installments, or any other delinquent amounts due under this O&M Service and Assessment Plan including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Development Agreement" means the Development Agreement By and Between PMB Station Land, LP and the City of Sachse, Texas, effective ________________, as amended, and recorded ________________ in the Official Records of Dallas County, Texas as Document Number ________________.

"District" means The Sachse Public Improvement District No. 1 containing approximately 170.686 acres located within the corporate limits of the City, and more specifically described in **Exhibit D-1** and depicted on **Exhibit A-1**.

"Improvement Area #1" means approximately 48.387 acres located within the District, more specifically described in **Exhibit D-2** and depicted on **Exhibit A-1**.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from the operations and maintenance of the Authorized Improvements as determined by the City Council.

"O&M Annual Service Update" means an update to this O&M Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"O&M Service and Assessment Plan" means this Sachse Public Improvement District No. 1 Service and Assessment Plan as updated and amended from time to time.

"Operations and Maintenance Assessment" means an assessment levied annually against a Parcel within the District and imposed pursuant to an O&M Assessment Ordinance to fund the Operation and Maintenance Costs.

"Operations and Maintenance Assessment Trigger Date" means, for each Parcel, the date a lot and block number in a final subdivision plat recorded in the Official Public Records of the County is assigned to the Parcel.

"Operations and Maintenance Costs" means the costs to operate and maintain the Authorized Improvements that benefit the District based on a budget prepared annually by the City and provided to the Administrator.

"Parcel" or **"Parcels"** means a specific property within the District identified by either a tax map identification number assigned by the Dallas Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected Operations and Maintenance Costs more specifically described in **Section IV**.

SECTION II: THE DISTRICT

The District includes approximately 170.686 contiguous acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit L-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 249 single-family homes, 789 multifamily units, and 618,100 square feet of commercial space.

Improvement Area #1 includes approximately 48.387 contiguous acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit L-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 165 40' single-family homes, 59 townhomes, 300 multi-family units, 15,600 square feet of commercial space.

The Major Improvement Area includes approximately 122.299 contiguous acres located within the corporate limits of the City, as more particularly described by the legal description on **Exhibit L-3** and depicted on **Exhibit A-1**. Development of the Major Improvement Area is anticipated to include approximately 25 single-family homes, 489 multifamily units, and 602,500 square feet of commercial space.

SECTION III: AUTHORIZED IMPROVEMENTS AND DISTRICT FORMATION COSTS

The Operations and Maintenance Assessment will be levied annually on all Parcels of Assessed Property that have met the Operations and Maintenance Assessment Trigger Date to pay for Operations and Maintenance Costs. For all Parcels of Assessed Property that have met the Operations and Maintenance Trigger Date, the Operations and Maintenance Assessment will initially be equal to $0.05 per $100 of assessed value. In no event will the Operations and Maintenance Assessment exceed the City's actual costs for operating and maintaining the Authorized Improvements.

The Authorized Improvements of the District include:

A. Major Improvements

All Authorized Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Station Blvd/Bunker Hill Road*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, dry utility infrastructure, drainage infrastructure, screen walls, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way.

- *Hudson Road*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, drainage infrastructure, screen walls, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way.

- *Merritt Road*

  Improvements include landscaping enhancements and retaining walls for the right-of-way of Merritt Road.

- *Commons Parkway/Street A*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, signage, dry utility infrastructure, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide a benefit to all property within the District.

- *Heritage Park Improvements*

  Developer to provide – please note, bonds cannot be sold to fund the park until we have a description and concept plan showing the location of the improvements.

- *Heritage Park Improvements Design*

  Developer to provide

- *Regional Detention*

  Improvements include clearing, pond excavation, soil testing, retaining walls, erosion control, piping of inbound and outbound drainage lines, and construction of outlet structures. Hardscape and landscape improvements including a boardwalk, pedestrian bridge, trails, re-vegetation, and fountains are also included.

- *Master Water Line Extension*

  Improvements including trench excavation and embedment, trench safety, piping, fire hydrant assemblies, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide water service to the District.

- *Master Sewer Main Extension – Line A*

  Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide wastewater service to the District.

- *Master Sewer Main Extension – Line B*

  Improvements including trench excavation and embedment, trench safety, piping, boring, manholes, service connections, testing, related earthwork, excavation, and erosion control and all necessary appurtenances constructed to City standards required to provide wastewater service to the District.

- *Master Entry Monumentation/Artwork*

  Improvements include public entry signage components such as monument signs, lighting, brick wall footings, and landscaping. Public art features such as statues and monuments are also included.

- *Public Collector Road B/Street B*

  Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps and sidewalks located within the right of way. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within the District.

- *TxDOT Lanes*

  - *Street*

    Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel, testing, ADA ramps, striping, drainage infrastructure, TxDOT Improvements and curb cut driveways. All related earthwork, excavation, erosion control, retaining walls, screen walls, mow strips, landscaping, and irrigation and re-vegetation of all disturbed areas within the right-of-way are also included.

  - *Water*

    Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water service to all Lots within the Major Improvement Area.

- *Sewer*

  Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the Major Improvement Area.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, piping and boxes, headwalls, concrete flumes, rip rap, outfalls, and testing as well as all related earthwork, excavation, erosion control, drainage ponds, retaining walls, and necessary appurtenances to provide storm drainage for all Lots within the Major Improvement Area.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Major Improvements and District Formation Costs.

B. Improvement Area #1 Improvements

All Authorized Improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Public Parking Access and In-Tract Improvements/Public Parking Area*

  - *Street*

    Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel, testing, ADA ramps, striping, drainage infrastructure, TxDOT Improvements, and curb cut driveways. All related earthwork, excavation, erosion control, retaining walls, street signs and traffic safety signs, landscaping, and irrigation and re-vegetation of all disturbed areas within the right of way are also included.

  - *Water*

    Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sewer*

  Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

  Improvements including earthen channels, swales, curb and drop inlets, piping and boxes, headwalls, concrete flumes, rip rap, outfalls, and testing as well as all related earthwork, excavation, erosion control, drainage ponds, retaining walls, and necessary appurtenances to provide storm drainage for all Lots within Improvement Area #1.

- *Phase 1 SF/East Tract*

  - *Street*

    Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, ADA ramps, and sidewalks. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, drainage infrastructure, landscaping, irrigation, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

  - *Water*

    Improvements including trench excavation and embedment, trench safety, piping, manholes, service connections, irrigation services, testing, related earthwork, excavation, and erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

  - *Sewer*

    Improvements including trench excavation and embedment, trench safety, piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

  - *Storm Drainage*

    Improvements including earthen channels, swales, curb and drop inlets, piping and boxes, headwalls, concrete flumes, rip rap, outfalls, and testing as well as all related earthwork, excavation, erosion control, drainage ponds, retaining walls, and all necessary appurtenances to provide storm drainage for all Lots within Improvement Area #1.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #1 Projects including land planning and design, City fees, engineering, soil testing, survey, construction management, and contingency; and, costs associated with financing the Improvement Area #1 Projects.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual indebtedness and projected Operations and Maintenance Costs of the District during the five-year period. The Service Plan must be reviewed and updated in each O&M Annual Service Plan Update. **Exhibit B** summarizes the Service Plan for the District.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the operation and maintenance of the Authorized Improvements of the District to the Assessed Property based on the special benefit received from the provision of the operation and maintenance. The PID Act provides that such costs may be apportioned in any manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefitted.

A. Assessment Methodology

1. The City will prepare and provide to the Administrator a budget for the Operations and Maintenance Costs.
2. The Operations and Maintenance Assessment will initially be equal to $0.05 per $100 of assessed value for each Parcel that has met the Operations and Maintenance Assessment Trigger Date but in no event will the Operations and Maintenance Assessment be greater than the Operations and Maintenance Costs.
3. The District will receive special benefit equal to or greater than the Operations and Maintenance Assessment as a result of the City performing the operations and maintenance of the Authorized Improvements

SECTION VI: TERMS OF THE ASSESSMENTS

A. Operations and Maintenance Assessments and Annual Installments.

Operations and Maintenance Assessments and the Annual Installments thereof shall be calculated and collected each year in an amount sufficient to pay the Operations and Maintenance Costs.

B. Payment of Operations and Maintenance Assessments in Annual Installments

1. Annual Installments are subject to adjustment in each O&M Annual Service Plan Update based on the Operations and Maintenance Costs and Annual Collection costs as directed by the City Council.
2. The Administrator shall prepare and submit to the City Council for its review and approval a preliminary O&M Annual Service Plan Update, including a preliminary Assessment Roll based on the budgeted Operations and Maintenance Costs and Annual Collection Costs.
3. The preliminary O&M Annual Service Plan Update will be placed in the City Secretary's office for inspection, and the City Council will consider a Resolution to call a public hearing and will cause notices to be mailed to all property owners within the District and published in the newspaper of record in accordance with the PID Act.
4. The Administrator shall prepare and submit to the City Council for its review and approval a final O&M Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each O&M Annual Service Plan Update shall include an updated Assessment Roll, and updated calculations of Annual Installments. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties and procedures in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City; the City Council may provide for other means of collecting Annual Installments. Operations and Maintenance Assessments shall have the lien priority specified in the PID Act.
5. Each Operations and Maintenance Assessment and the Annual Installments thereof shall be delinquent if not paid prior to February 1 of the year following the O&M Annual Service Plan update levying the Operation and Maintenance Assessment.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Annual Installments for each Parcel as part of each O&M Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this O&M Service and Assessment Plan, including, but not limited to, any calculation made as part of any O&M Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such receipt. The City Council shall consider the owner' notice of error and the Administrator's response at a public meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this O&M Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this O&M Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this O&M Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Operations and Maintenance Assessments, Annual Installments, and other charges imposed by this O&M Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this O&M Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this O&M Service and Assessment Plan. Interpretations of this O&M Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and their successors and assigns.

D. Severability

If any provision of this O&M Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this O&M Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Plat of Improvement Area #1
Exhibit B	Service Plan
Exhibit C	Assessment Roll
Exhibit D-1	District Legal Description
Exhibit D-2	Improvement Area #1 Legal Description
Exhibit D-3	Major Improvement Area Legal Description

EXHIBIT A-1 – MAP OF THE DISTRICT

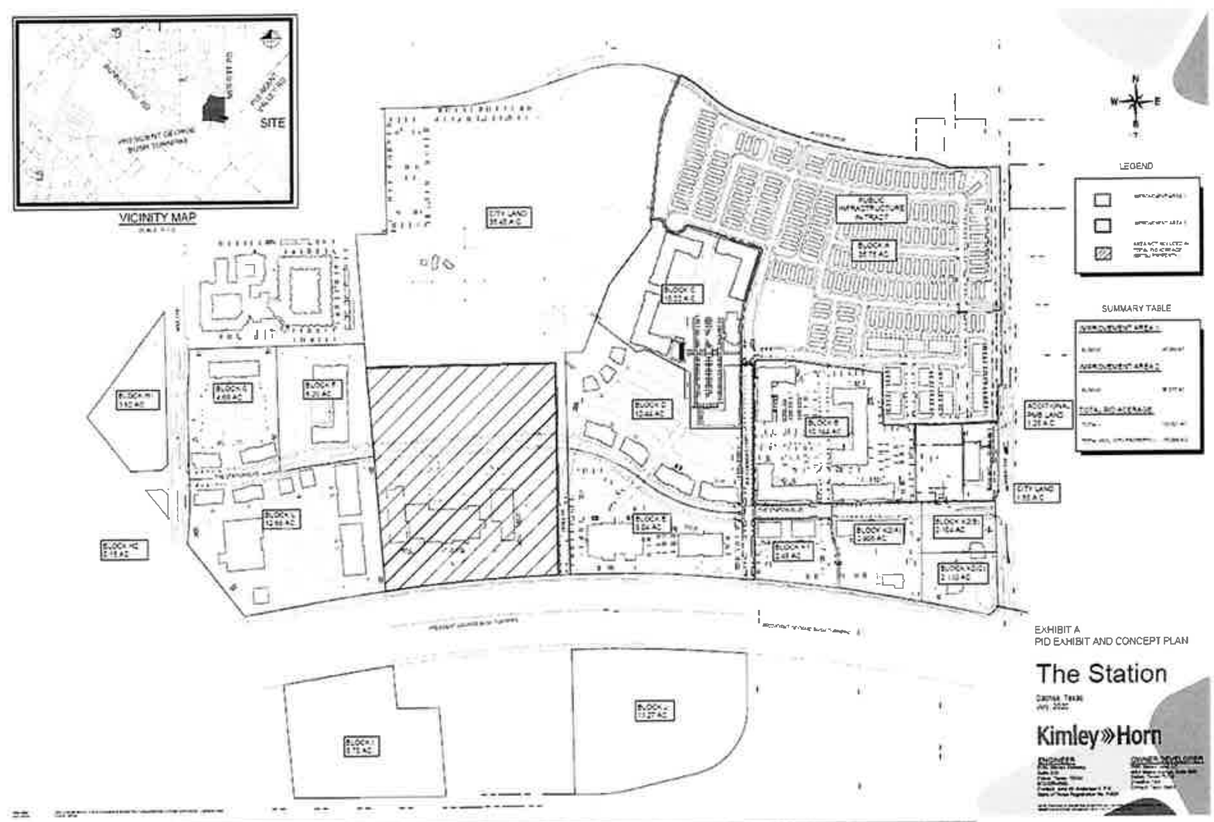
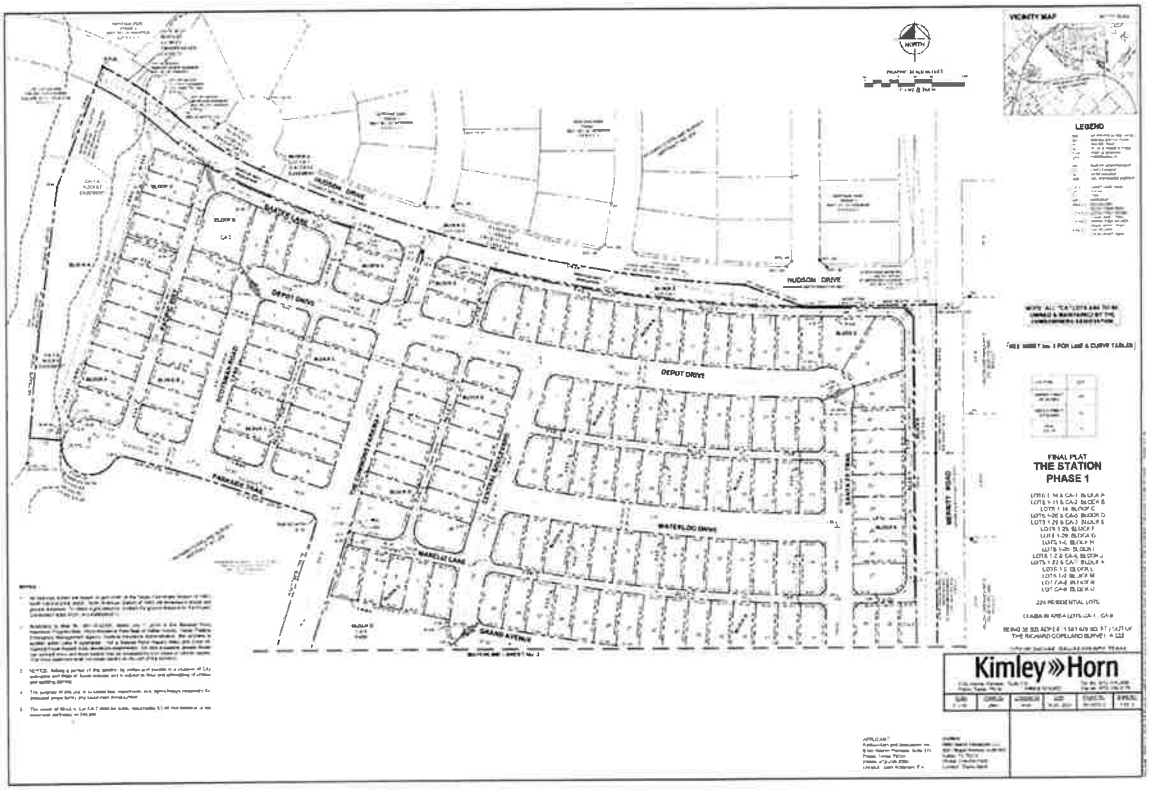
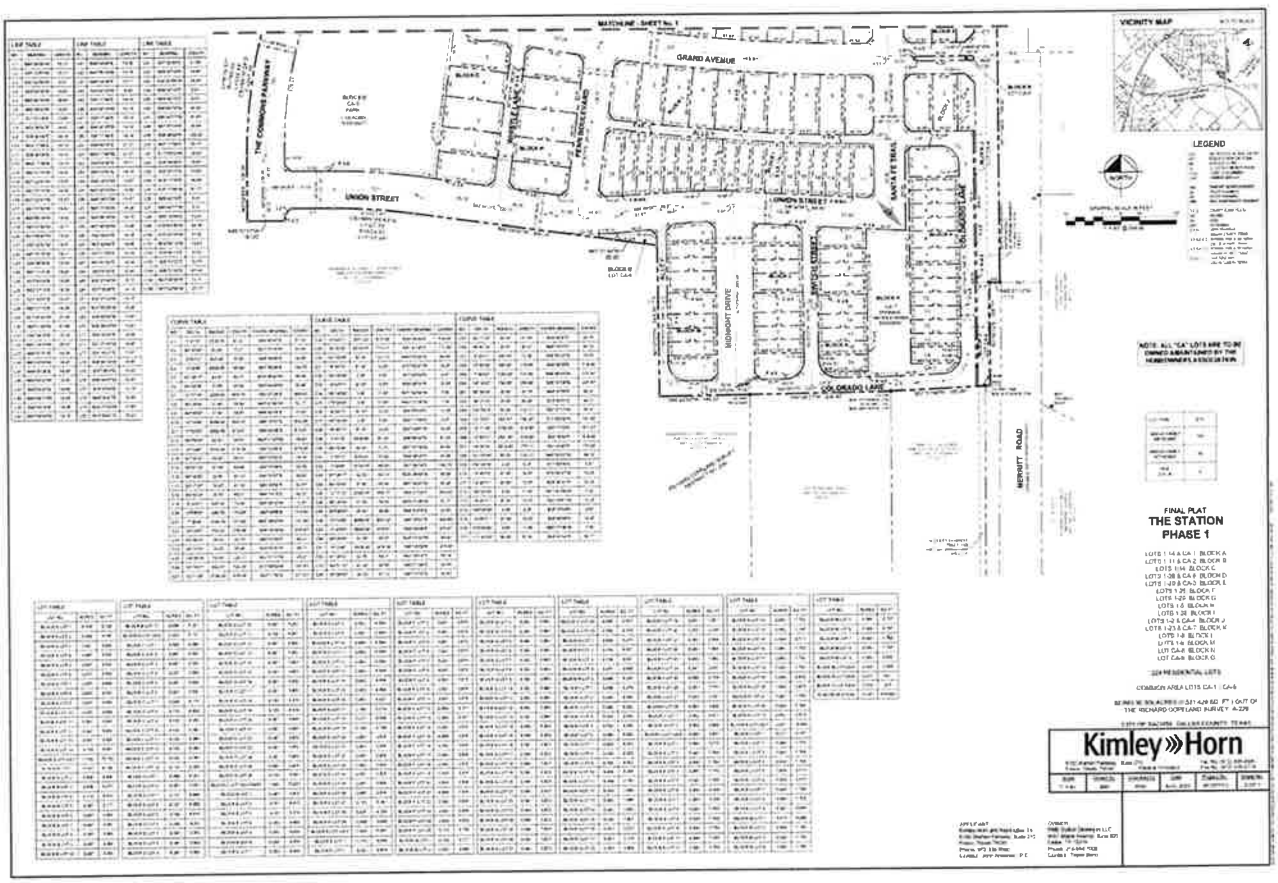


EXHIBIT A-2 – PLAT OF IMPROVEMENT AREA #1





MATCHLINE - SHEET No. 1
VICINITY MAP
LEGEND
GRAND AVENUE
UNION STREET
THE COMMONS PARKWAY
PENN BOULEVARD
SANTA FE TRAIL
MIDNIGHT DRIVE
SWITCH STREET
COLORADO LANE
MERRITT ROAD
FINAL PLAT
THE STATION
PHASE 1
Kimley»Horn

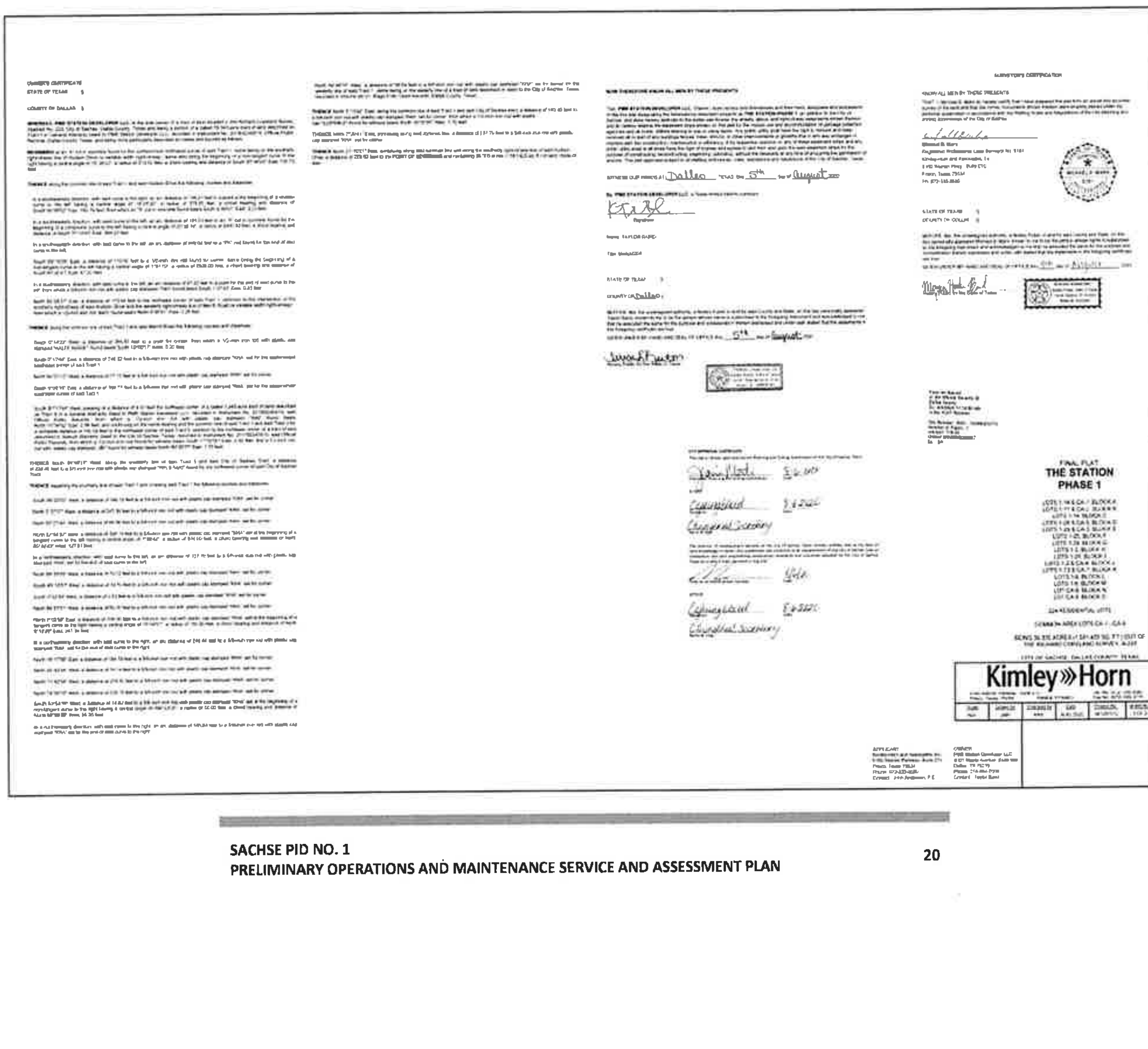

FINAL PLAT
THE STATION
PHASE 1
Kimley»Horn

EXHIBIT B – SERVICE PLAN

The Operations and Maintenance Assessment Trigger Date has not occurred for any Parcel in the District. As such, there is no cost or indebtedness to be incurred by the District. Once the Operations and Maintenance Assessment Trigger Date has occurred for one or more Parcels, this Exhibit B will be updated to show the projected five-year cost and indebtedness for the Operations and Maintenance Assessment.

EXHIBIT C – ASSESSMENT ROLL

The Operations and Maintenance Assessment Trigger Date has not occurred for any Parcel in the District. As such, there is no Assessment to be levied. Once the Operations and Maintenance Assessment Trigger Date has occurred for one or more Parcels, this Exhibit C will be updated to show the Operations and Maintenance Assessment for each Parcel.

EXHIBIT D-1 – DISTRICT LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION OF PROPERTY
170.686 ACRES

LEGAL DESCRIPTION - Tract 1: 131.965 ACRES

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, the McKinney and Williams Survey, Abstract No. 1000, and the Zach Motley survey, abstract No. 1009 also being a portion of a 78.13-acre tract of land and a 33.63 acre tract described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, all of a tract of land described by deed to Maurice McClain recorded in Volume 172, Page 96 of the Deed Records of Dallas County, Texas, all of a tract of land to the City of Sachse as recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas, a portion of a tract of land described by deed to Maurice L. McClain recorded in Volume 8006, Page 1624 of the Deed Records of Dallas County, Texas, a portion of a tract of land described by deed to Donald K. McClain as recorded in Volume 73241, Page 1588 of the Deed Records of Dallas County, Texas, and a portion of a tract of land described by deed to the City of Sachse as recorded in Volume 94150, Page 6284 and Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the northeast corner of said 78.13-acre tract to Children's Medical Center Foundation, also lying on the west line of Merritt Road, a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for corner;

THENCE South 00 degrees 17 minutes 44 seconds East, a distance of 749.92 feet to a point for corner;

THENCE South 89 degrees 49 minutes 07 seconds West, a distance of 19.40 feet to a point for corner;

THENCE South 00 degrees 58 minutes 54 seconds East, a distance of 166.49 feet to a point for corner;

THENCE South 87 degrees 23 minutes 36 seconds West, a distance of 8.33 feet to a point for corner;

THENCE South 00 degrees 30 minutes 05 seconds East, a distance of 325.91 feet to a point for corner;

THENCE South 01 degrees 26 minutes 08 seconds East, a distance of 310.38 feet to a point for corner;

THENCE South 84 degrees 19 minutes 28 seconds West, a distance of 5.28 feet to a point for corner;

THENCE South 00 degrees 38 minutes 08 seconds East, a distance of 233.16 feet to a point for corner;

THENCE South 46 degrees 54 minutes 32 seconds West, a distance of 52.21 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 7815.00 feet, a central angle of08 degrees 03 minutes 10 seconds, an arc length of 1098.38 feet, a chord bearing of North 80 degrees 56 minutes 08 seconds West, a distance of 1097.48 feet point for corner;

THENCE North 85 degrees 45 minutes 34 seconds West, a distance of 59.41 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 7813.20 feet, a central angle of06 degrees 03 minutes 12 seconds, an arc length of 825.47 feet, a chord bearing of North 88 degrees 24 minutes 26 seconds West, a distance of 825.09 feet point for corner;

THENCE North 01 degrees 00 minutes 01 seconds West, a distance of 991.09 feet to a point for corner;

THENCE South 88 degrees 53 minutes 13 seconds West, a distance of 919.49 feet to a point for corner;

THENCE South 04 degrees 12 minutes 40 seconds East, a distance of 59.32 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 555.00 feet, a central angle of17 degrees 05 minutes 04 seconds, an arc length of 165.49 feet, a chord bearing of South 51 degrees 33 minutes 33 seconds West, a distance of 164.88 feet point for corner;

THENCE South 43 degrees 01 minutes 02 seconds West, a distance of 87.64 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 755.00 feet, a central angle of45 degrees 57 minutes 01 seconds, an arc length of 605.50 feet, a chord bearing of South 65 degrees 59 minutes 32 seconds West, a distance of 589.40 feet point for corner;

THENCE South 88 degrees 58 minutes 01 seconds West, a distance of 100.58 feet to a point for corner;

THENCE North 46 degrees 16 minutes 56 seconds West, a distance of 32.97 feet to a point for corner;

THENCE North 01 degrees 04 minutes 22 seconds West, a distance of 309.36 feet to a point for corner;

THENCE North 03 degrees 17 minutes 48 seconds East, a distance of 144.44 feet to a point for corner;

THENCE North 01 degrees 04 minutes 34 seconds West, a distance of 83.55 feet to a point for corner;

THENCE North 88 degrees 43 minutes 23 seconds East, a distance of 836.14 feet to a point for corner;

THENCE North 05 degrees 17 minutes 52 seconds West, a distance of 524.29 feet to a point for corner;

THENCE North 89 degrees 41 minutes 29 seconds East, a distance of 315.73 feet to a point for corner;

THENCE North 02 degrees 40 minutes 19 seconds West, a distance of 556.10 feet to a point for corner;

THENCE North 88 degrees 29 minutes 17 seconds East, a distance of 307.90 feet to a point for corner at the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 530.00 feet, a central angle of17 degrees 56 minutes 09 seconds, an arc length of 165.91 feet, a chord bearing of North 79 degrees 31 minutes 12 seconds East, a distance of 165.23 feet point for corner;

THENCE North 70 degrees 32 minutes 53 seconds East, a distance of 347.25 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 538.50 feet, a central angle of46 degrees 15 minutes 42 seconds, an arc length of 434.79 feet, a chord bearing of South 86 degrees 19 minutes 45 seconds East, a distance of 423.08 feet point for corner;

THENCE North 21 degrees 19 minutes 27 seconds East, a distance of 34.92 feet to a point for corner at the beginning of a curve to the right;

THENCE with said curve to the right having a radius of 573.50 feet, a central angle of15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet point for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet point for corner for the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet point for corner;

THENCE South 69 degrees 16 minutes 05 seconds East, a distance of 110.00 feet to a point for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, a distance of 67.22 feet to a point for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, a distance of 173.94 feet to a to the **POINT OF BEGINNING**, containing 5,748,388 square Feet, or 131.965 acres of land.

LEGAL DESCRIPTION - Tract 2: 3.622 ACRES

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "W.A.I." found for the northwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas, also lying on the southwest line of said 4.07-acre tract and the northeast line of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 326.23 feet to a 5/8 inch iron rod with cap stamped "TNP" set for most westerly corner of said 4.07-acre tract, also lying on the southeast line of Old Miles Road a variable width right-of-way;

THENCE North 36 degrees 49 minutes 36 seconds East, along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract, a distance of 564.86 feet to a 1/2 inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the left;

THENCE continuing along the southeast line of said Old Miles Road and the northwest line of said 4.07-acre tract with said curve to the left having a radius of 585.85 feet, a central angle of 03 degrees 53 minutes 34 seconds, an arc length of 39.80 feet, a chord bearing of North 34 degrees 51 minutes 58 seconds East, a distance of 39.80 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the north corner of said 4.07-acre tract, also lying on the west line of Miles Road a variable width right-of-way;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of Miles Road, a distance of 708.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the northeast corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE leaving the west line of said Miles Road along the northerly line of said right-of-way dedication the following courses and distances:

South 43 degrees 28 minutes 06 seconds West, a distance of 39.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 88 degrees 28 minutes 07 seconds West, a distance of 120.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the left;

with said curve to the left having a radius of 845.00 feet, a central angle of 01 degrees 36 minutes 24 seconds, an arc length of 23.69 feet, a chord bearing of South 87 degrees 39 minutes 54 seconds West, a distance of 23.69 feet to the **POINT OF BEGINNING** containing 157,785 Square Feet, or 3.622 Acres of land.

LEGAL DESCRIPTION - Tract 3: 0.153 ACRES

BEING a tract of land situated in the Robert McCullough Survey, Abstract No. 928, also being a portion of a called 4.07-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "HALFF" found for the southeast corner of said 4.07-acre tract, same being the northeast corner of a tract of land described by deed to The Trull Foundation as recorded in Volume 2001009, Page 575 of the Deed Records of Dallas County, Texas, also lying on the west line of Miles Road a variable width right-of-way;

THENCE North 38 degrees 21 minutes 45 seconds West, along the common line of said 4.07-acre tract and said Trull Foundation tract, a distance of 165.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the southwest corner of a right-of-way dedication to the City of Sachse as recorded in Instrument Number 201100215349 of the Official Public Records of Dallas County, Texas;

THENCE North 88 degrees 28 minutes 07 seconds East, along the south line of said right-of-way dedication, a distance of 77.52 feet to a 5/8 inch iron rod with cap stamped "TNP" set for a corner clip of same;

THENCE South 46 degrees 31 minutes 54 seconds East, continuing along said right-of-way dedication, a distance of 37.26 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of the aforementioned Miles Road;

THENCE South 01 degrees 01 minutes 20 seconds East, along the west line of said Miles Road, a distance of 2.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a curve to the right;

THENCE continuing along the east line of said Miles Road with said curve to the right having a radius of 1450.00 feet, a central angle of 04 degrees 05 minutes 05 seconds, an arc length of 103.38 feet, a chord bearing of South 01 degrees 06 minutes 22 seconds West, a distance of 103.35 feet to the **POINT OF BEGINNING**, containing 6,655 Square Feet, or 0.153 Acre.

LEGAL DESCRIPTION - Tract 4: 8.747 ACRES

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of an 8.68-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "WAI" found for the northwest corner of said 8.68-acre tract also lying on the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE North 79 degrees 45 minutes 22 seconds East, along the south line of said President George Bush Turnpike, a distance of 218.91 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the beginning of a non-tangent curve to the right;

THENCE continuing along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 02 degrees 19 minutes 19 seconds, an arc length of 302.51 feet, a chord bearing of North 80 degrees 55 minutes 01 seconds East, a distance of 302.49 feet to a 5/8 inch iron rod found for the northeast corner of said 8.68 acre tract, also lying on the westerly line of a tract of land described by deed to Batsu Enterprises recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said 8.68-acre tract and said Batsu Enterprises tract the following courses and distances:

South 05 degrees 29 minutes 08 seconds East, a distance of 202.09 feet to a 1/2 inch iron rod found for corner;

North 89 degrees 33 minutes 14 seconds East, a distance of 196.48 feet to 5/8 inch iron rod with cap stamped "JBI" found for corner;

South 04 degrees 09 minutes 28 seconds East, a distance of 416.53 feet to a 5/8 inch iron rod with cap stamped "JBI" found for the southeast corner of said 8.68 acre tract and the southwest corner of said Batsu Enterprises tract, also lying on the north line of Pleasant Valley road, a variable width right-of-way;

THENCE South 89 degrees 50 minutes 57 seconds West, along the north line of said Pleasant Valley Road, a distance of 712.69 feet to a 5/8-inch iron rod with cap stamped "JBI" found for the southwest corner of said 8.68-acre tract;

THENCE North 05 degrees 17 minutes 07 seconds West, along the west line of said 8.68-acre tract, a distance of 277.26 feet to a 1/2-inch iron rod found for an angle point in same for corner;

THENCE North 04 degrees 55 minutes 13 seconds West, continuing along the west line of said 8.68-acre tract, a distance of 255.12 feet to the **POINT OF BEGINNING**, containing 381,007 Square Feet, or 8.747 Acres of land.

LEGAL DESCRIPTION - Tract 5: 11.266 ACRES

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being all of a 11.27-acre tract of land described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a T.X.D.O.T. aluminum cap stamped "2655" found for the northeast corner of said 11.27-acre tract also lying at the intersection of the west line of Pleasant Valley Road, a variable width right-of-way with the south line of President George Bush Turnpike, a called 350.00 feet wide right-of-way;

THENCE along the common line of said 11.27-acre tract and said Pleasant Valley Road the following courses and distances:

South 00 degrees 23 minutes 36 seconds East, a distance of 255.19 feet to a 5/8-inch iron rod with cap stamped "TNP" set for the beginning of a curve to the right;

with said curve to the right having a radius of 311.06 feet, a central angle of 76 degrees 44 minutes 04 seconds, an arc length of 416.59 feet, a chord bearing of South 37 degrees 58 minutes 24 seconds West, a distance of 386.15 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for corner;

South 76 degrees 28 minutes 32 seconds West, a distance of 320.80 feet to 1/2-inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the right;

with said curve to the right having a radius of 707.53 feet, a central angle of 13 degrees 35 minutes 53 seconds, an arc length of 167.92 feet, a chord bearing of South 83 degrees 01 minutes 55 seconds West, a distance of 167.53 feet 1/2-inch iron rod with cap stamped "HALFF" found for corner;

North 89 degrees 46 minutes 07 seconds West, a distance of 96.34 feet to 1/2-inch iron rod with cap stamped "JBI" found for the southwest corner of said 11.27-acre tract, also lying on the east line of a tract of land described by deed to the City of Sachse recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 31 seconds West, along the common line of said 11.27-acre tract and said City of Sachse tract, a distance of 678.28 feet to 1/2-inch iron rod with cap stamped "WAI" found for the northwest corner of said 11.27-acre tract, also lying on the south line of the aforementioned President George Bush Turnpike, also for the beginning of a non-tangent curve to the right;

THENCE along the south line of said President George Bush Turnpike with said curve to the right having a radius of 7465.00 feet, a central angle of 06 degrees 18 minutes 35 seconds, an arc length of 822.09 feet, a chord bearing of South 88 degrees 21 minutes 02 seconds East, a distance of 821.67 feet to the **POINT OF BEGINNING**, containing 490,729 Square Feet, or 11.266 Acres of land.

LEGAL DESCRIPTION - Tract 6: 14.933 ACRES

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being all of a called 14.933 acres, described in a Special Warranty Deed to Sachse Medical Center, LLC, recorded in Instrument No. 201400065513 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the southeast corner of said 14.933 acre tract, said corner being in the west line of that tract of land described in a Special Warranty Deed to Batsu Enterprises, recorded in Volume 91249, Page 4515 of the Deed Records of Dallas County, Texas, and in the north right-of-way line of President George Bush Turnpike, a 350 foot wide right-of-way, said corner also being at the beginning of a non-tangent curve to the left;

THENCE, along the south line of said 14.933 acre tract and the north right-of-way line of said President George Bush Turnpike, the following courses and distances:

Southwesterly, along said non-tangent curve to the left through a central angle of 02°26'08", having a radius of 7815.00 feet, a chord bearing of South 80°58'58" West, a chord distance of 332.18 feet and an arc length of 332.20 feet to a concrete monument with brass disk found for corner at the end of said curve;

South 79°45'54" West, a distance of 343.41 feet to the most southerly southwest corner of said 14.933 acre tract, said corner being in the northeast line of a called 51.724 acre tract of land described in a Warranty Deed to The Trull Foundation, recorded in Volume 94077, Page 2599 of the Deed Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "WAI" found for witness bears North 73°54' East, 0.6 feet;

THENCE North 38°00'53" West, departing the north right-of-way line of said President George Bush Turnpike, and along the southwest line of said 14.933 acre tract and the northeast line of said 51.724 acre tract and the northeast line of Tract Two, called 0.5384 acre, as described in a General Warranty Deed to The Trull Foundation, recorded in Volume 96158, Page 6025 of the Deed Records of Dallas County, Texas, a distance of 435.20 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for the most westerly southwest corner of said 14.933 acre tract, said corner being in the east right-of-way line of Miles Road, a 100 foot wide right-of-way at this point, and also being at the beginning of a non-tangent curve to the left;

THENCE, along the west line of said 14.933 acre tract and the east right-of-way line of said Miles Road, the following courses and distances:

Northeasterly, along said non-tangent curve to the left through a central angle of 08°21'44", having a radius of 1550.00 feet, a chord bearing of North 03°08'21" East, a chord distance of 226.02 feet and an arc length of 226.22 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the end of said curve;

North 01°02'31" West, a distance of 142.90 feet to the northwest corner of said 14.933 acre tract, common to the southwest corner of a called 8.709 acres, as described in a Special Warranty Deed, recorded in Instrument No. 201800267365 of the Official Public Records of Dallas County, Texas, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 41°40' East, 0.3 feet;

THENCE departing the east right-of-way line of said Miles Road, along the common line of said 14.933 acre tract and said 8.709 acre tract, the following courses and distances:

South 46°17'27" East, a distance of 32.97 feet to a 5/8 inch iron rod with red plastic stamped "TNP" found for corner;

North 88°57'30" East, a distance of 100.58 feet to the beginning of a tangent curve to the left, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 45°49' East, 0.2 feet;

Northeasterly, along said tangent curve to the left through a central angle of 45°57'00", having a radius of 755.00 feet, a chord bearing of North 65°59'01" East, a chord distance of 589.40 feet and an arc length of 605.49 feet to the end of said curve, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 69°15' East, 0.3 feet;

North 43°00'31" East, a distance of 87.64 feet to a 5/8 inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right, from which, a 5/8 inch iron rod with plastic cap stamped "TNP" found for witness bears North 68°18' East, 0.3 feet;

Northeasterly, along said tangent curve to the right through a central angle of 16°00'32", having a radius of 555.00 feet, a chord bearing of North 51°00'47" East, a chord distance of 154.57 feet and an arc length of 155.07 feet to a 5/8 inch iron rod with red plastic stamped "KHA" set for the northeast corner of said 14.933 acre tract at the end of said curve, said point being in the west line of aforesaid Batsu Enterprises tract, from which a 1/2 inch iron rod found for the most northerly northwest corner of said Batsu Enterprises tract and the most westerly southwest corner of a called 26.04 acre tract of land described in a Special Warranty Deed to the City of Sachse, recorded in Volume 94150, Page 6284 of the Deed Records of Dallas County, Texas, bears North 05°00'48" West a distance of 63.83 feet;

THENCE, along the east line of said 14.933 acre tract and the west line of said Batsu Enterprises tract, the following courses and distances:

South 05°00'48" East, a distance of 550.69 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears South 58°28' East, 0.5 feet;

South 04°26'52" East, a distance of 431.33 feet to the POINT OF BEGINNING and containing 14.933 acres (650,474 square feet) of land, more or less.

EXHIBIT D-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

METES AND BOUNDS DISCRIPTION OF IMPROVEMENT AREA #1
48.387 ACRES

IMPROVEMENT AREA #1 TRACT (1)

BEING a tract a 35.780 acre tract of land situated in the Richard Copeland Survey, abstract No. 228, also being a portion of a 78.13-acre tract of land called Tract (A) described by deed to Children's Medical Center Foundation recorded in Instrument Number 201200202382 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the northwest corner of a tract of land described by deed to the City of Sachse as recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE through the interior of said Tract (A) the following courses and distances:

> South 89 degrees 22 minutes 53 seconds West, a distance of 146.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 00 degrees 37 minutes 07 seconds West, a distance of 243.38 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 82 degrees 21 minutes 44 seconds West, a distance of 69.96 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 82 degrees 04 minutes 22 seconds West, a distance of 326.14 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 974.00 feet, a central angle of 07 degrees 30 minutes 44 seconds, an arc length of 127.70 feet, a chord bearing of North 85 degrees 49 minutes 43 seconds West, a distance of 127.61 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

> North 89 degrees 35 minutes 05 seconds West, a distance of 136.11 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 00 degrees 03 minutes 11 seconds East, a distance of 70.82 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 776.00 feet, a central angle of 18 degrees 20 minutes 42 seconds, an arc length of 248.46 feet, a chord bearing of North 09 degrees 13 minutes 32 seconds East, a distance of 247.40 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

> North 18 degrees 23 minutes 53 seconds East, a distance of 237.22 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;
>
> North 71 degrees 36 minutes 07 seconds West, a distance of 392.19 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 52.00 feet, a central angle of 203 degrees 25 minutes 03 seconds, an arc length of 184.62 feet, a chord bearing of North 59 degrees 53 minutes 35 seconds West, a distance of 101.84 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 65 degrees 53 minutes 58 seconds West, a distance of 73.07 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the west line of said Tract (A) and the east line of a tract of land described by deed to the City of Sachse recorded in Volume 98121, Page 6186 of the Deed Records of Dallas County, Texas;

THENCE along the common line of said Tract (A) and said City of Sachse tract the following courses and distances;

North 05 degrees 13 minutes 42 seconds East, a distance of 108.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 07 degrees 29 minutes 41 seconds East, a distance of 257.79 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 21 degrees 10 minutes 21 seconds East, a distance of 228.89 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner for the northwest corner of said Tract (A) also lying on the southerly line of Hudson Drive a variable width right-of-way, also for the beginning of a curve to the right;

THENCE along the north line of said Tract (A) and the southerly line of said Hudson Drive, with said curve to the right having a radius of 573.50 feet, a central angle of 15 degrees 36 minutes 23 seconds, an arc length of 156.21 feet, a chord bearing of South 55 degrees 44 minutes 24 seconds East, a distance of 155.73 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

THENCE with said reverse curve to the left having a radius of 575.00 feet, a central angle of 18 degrees 05 minutes 20 seconds, an arc length of 181.53 feet, a chord bearing of South 56 degrees 58 minutes 52 seconds East, a distance of 180.78 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a compound curve to the left;

THENCE with said compound curve continuing to the left having a radius of 2500.00 feet, a central angle of 20 degrees 36 minutes 16 seconds, an arc length of 899.04 feet, a chord bearing of South 76 degrees 19 minutes 40 seconds East, a distance of 894.20 feet to a PK Nail found for corner;

THENCE South 69 degrees 16 minutes 05 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 110.00 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 45 minutes 48 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 67.22 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE North 89 degrees 28 minutes 37 seconds East, continuing along the north line of said Tract (A) and the southerly line of said Hudson Drive, a distance of 173.94 feet to a 1/2 inch iron rod found for the northeast corner of said Tract (A), also lying on the west line of Merritt Road a variable width right-of-way;

THENCE South 00 degrees 14 minutes 29 seconds West along the west line of said Merritt Road, a distance of 265.43 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for an angle point in same;
THENCE South 00 degrees 17 minutes 44 seconds East, continuing along the west line of said Merritt Road, a distance of 914.60 feet to a 5/8-inch iron rod with cap stamped "WAI" found for corner;

THENCE South 87 degrees 03 minutes 13 seconds West, leaving the west line of said Merritt Road, a distance of 177.54 feet to a 1/2-inch iron rod found for the northeast corner of said City of Sachse tract recorded in Instrument Number 201700347810 of the Official Public Records of Dallas County, Texas;

THENCE South 89 degrees 05 minutes 27 seconds West, along the north line of last mentioned City of Sachse tract. a distance of 228.63 feet to the POINT OF BEGINNING containing 1,558,598 square feet, or 35.780 acres of land.

IMPROVEMENT AREA #1 TRACT (2)

BEING a tract of land situated in the Richard Copeland Survey, Abstract No. 228, City of Sachse, Dallas County, Texas and being a portion of a called 76.043-acre tract of land described as Tract 1 in Special Warranty Deed to PMB Station Land, LP, recorded in Instrument No. 201800267365, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a plastic cap, stamped "RPLS 5430", found for the northwest corner of a tract of land described in Special Warranty Deed to the City of Sachse, Texas, recorded in Instrument No. 201700347810, Official Public Records, Dallas County, Texas, same being an inner ell corner of said 76.043-acre tract of land described as Tract 1;

THENCE South 0°15'35" East, along the westerly line of said City of Sachse tract and an easterly line of said 76.043-acre tract of land described as Tract 1, a distance of 360.71 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner, from said corner, a 5/8-inch iron rod with a plastic cap, stamped "RPLS 5430" found for the southwest corner of said City of Frisco tract bears South 00°15'35" East, 20.45 feet;

THENCE South 89°25'20" West, departing the westerly line of said City of Sachse tract, the easterly line of said 76.043-acre tract of land described as Tract 1, crossing said Tract 1, a distance of 740.96 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 45°15'50" West, continuing across said Tract 1, a distance of 14.06 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 0°02'59" East, continuing across said Tract 1, a distance of 654.21 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 45°13'57" East, continuing across said Tract 1, a distance of 14.10 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 89°35'05" East, continuing across said Tract 1, a distance of 70.12 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner at the beginning of a tangent curve to the right having a central angle of 7°30'44", a radius of 974.00 feet, a chord bearing and distance of South 85°49'43" East, 127.61 feet;

THENCE in a southeasterly direction, continuing across said Tract 1, with said curve to the right, an arc distance of 127.70 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 82°04'22" East, continuing across said Tract 1, a distance of 326.14 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 82°21'44" East, continuing across said Tract 1, a distance of 69.96 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE South 0°37'07" East, continuing across said Tract 1, a distance of 243.39 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner;

THENCE North 89°22'53" East, continuing across said Tract 1, a distance of 146.33 feet to the POINT OF BEGINNING and containing 10.144 acres (441,887 square feet) of land, more or less.

IMPROVEMENT AREA #1 TRACT (3)

BEGINNING at a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for the southeast corner of Street "A" as dedicated in Pleasant Valley Road and Street A, an addition to the City of Sachse, Texas, according to the Final Plat, recorded in Instrument No. _______________ Official Public Records, Dallas County, Texas, same also being on the southerly line of said 3.022-acre tract and the northerly right of way line of President George Bush Turnpike, a 350' wide right of way;

THENCE North 42°29'16" West, departing the southerly line of said 3.022-acre tract, the northerly right of way line of said President George Bush Turnpike, and along the easterly line of said Street "A", a distance of 29.47 feet to a point for corner;

THENCE North 0°02'59" East, continuing along the easterly line of said Street "A", a distance of 238.88 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE North 44°44'10" East, along the easterly line of said Street "A", a distance of 14.22 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner the intersection of the easterly right of way line of said Street "A" with the southerly right of way line of Pleasant Valley Road, an 84' wide right of way, as dedicated in said Pleasant Valley Road and Street A;

THENCE North 89°25'20" East, along the southerly right of way line of said Pleasant Valley Road, a distance of 349.63 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 44°25'20" West, departing the southerly right of way line of said Pleasant Valley Road and crossing said 3.022-acre tract, a distance of 14.14 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 0°34'40" East, continuing across said 3.022-acre tract, a distance of 18.44 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 19°50'56", a radius of 229.00 feet, a chord bearing and distance of South 10°30'08" East, 78.94 feet;

THENCE in a southeasterly direction, continuing across said 3.022-acre tract, with said curve to the left, an arc distance of 79.33 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 19°50'56", a radius of 271.00 feet, a chord bearing and distance of South 10°30'08" East, 93.41 feet;

THENCE in a southeasterly direction, continuing across said 3.022-acre tract, with said curve to the right, an arc distance of 93.88 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 0°34'40" East, continuing across said 3.022-acre tract, a distance of 96.85 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for corner;

THENCE South 41°23'23" East, continuing across said 3.022-acre tract, a distance of 30.27 feet to a 5/8-inch iron rod with a plastic cap, stamped "KHA" set for a corner on the southerly line of said 3.022-acre tract and the northerly right of way line of aforesaid President George Bush Turnpike, and being at the beginning of a non-tangent curve to the left having a central angle of 2°49'24", a radius of 7815.00 feet, a chord bearing and distance of North 83°32'24" West, 385.06 feet;

THENCE in a northwesterly direction, along the southerly line of said 3.022-acre tract and the northerly right of way line of said President George Bush Turnpike, and with said curve to the left, an arc distance of 385.09 feet to the POINT OF BEGINNING and containing 2.463 acres (107,308 square feet) of land, more or less.

Exhibit B

Form of Published and Mailed Notice of Public Hearing

NOTICE OF PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, CITY OF SACHSE, TEXAS, SACHSE PUBLIC IMPROVEMENT DISTRICT NO. 1

DATE, TIME, AND PLACE OF THE PUBLIC HEARING. Notice is hereby given that the City Council of the City of Sachse, Texas (the "City Council" and the "City") will conduct a public hearing on Monday, October 19, 2020, at 7:00 p.m. at City Hall located at 3815 Sachse Road, Sachse, Texas, to consider an ordinance (1) approving the *City of Sachse, Texas, Sachse Public Improvement District No. 1 Operations & Maintenance Service and Assessment Plan* (the "O&M SAP") and (2) levying assessments against certain property located within the Sachse Public Improvement District No. 1 (the "District").

GENERAL NATURE OF THE IMPROVEMENTS. The general nature of the public improvements proposed to be undertaken and financed by the District for the special benefit consists of the cost for maintenance of various improvements including but not limited to: roadways, retaining walls, screening walls, park improvements, monument signs, administrative fees, and any other authorized improvements from the District, and the annual collection costs for the District.

COST OF THE IMPROVEMENTS. The estimated cost of operation and maintenance of the public improvements that is proposed to be assessed is $.05 per $100 of assessed value.

BOUNDARIES OF THE ASSESSMENT DISTRICT. The boundaries of the District include approximately 170.686 contiguous acres located within the corporate limits of the City, which property is generally located north of President George Bush Turnpike. The District is more fully described in the Preliminary O&M SAP. A metes and bounds description and a map of the District, and the proposed Assessment Roll for the District are available for public inspection at the office of the City Secretary.

WRITTEN OR ORAL OBJECTIONS. All written or oral objections on the proposed assessments within the District will be considered at the public hearing. Information for persons who wish to attend the meeting by telephone, videoconference or other electronic means will be posted on the City's website at http://www.cityofsachse.com/councilmeetings.

City of SACHSE

Agenda Item Details

Meeting	Sep 08, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	15. Consider a resolution calling a public hearing for the Regular City Council Meeting on Monday, September 21, 2020, under Section 311.003 of the Texas Tax Code for the amendment of Tax Increment Reinvestment Zone Number Two, City of Sachse, Texas, containing approximately 120 acres of land generally located north of President George Bush Turnpike and being wholly located within the corporate limits of the City of Sachse; and authorizing the issuance of notice by the City Secretary of the City of Sachse, Texas, regarding the public hearing.
Access	Public
Type	Action
Preferred Date	Sep 08, 2020
Absolute Date	Sep 08, 2020
Recommended Action	Approve a resolution calling a public hearing for the Regular City Council Meeting on Monday, September 21, 2020, under Section 311.003 of the Texas Tax Code for the amendment of Tax Increment Reinvestment Zone Number Two, City of Sachse, Texas, containing approximately 120 acres of land generally located north of President George Bush Turnpike and being wholly located within the corporate limits of the City of Sachse; and authorizing the issuance of notice by the City Secretary of the City of Sachse, Texas, regarding the public hearing.

Public Content

BACKGROUND
This amendment is to allow for the addition of land to TIRZ #2.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Approve a resolution calling a public hearing for the Regular City Council Meeting on Monday, September 21, 2020, under Section 311.003 of the Texas Tax Code for the amendment of Tax Increment Reinvestment Zone Number Two, City of Sachse, Texas, containing approximately 120 acres of land generally located north of President George Bush Turnpike and being wholly located within the corporate limits of the City of Sachse; and authorizing the issuance of notice by the City Secretary of the City of Sachse, Texas, regarding the public hearing.

Resolution to Amend Boundary TIRZ 2.pdf (245 KB)

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE AMENDMENT OF REINVESTMENT ZONE NUMBER TWO, CITY OF SACHSE, TEXAS, CONTAINING APPROXIMATELY 120 ACRES OF LAND GENERALLY LOCATED NORTH OF PRESIDENT GEORGE BUSH TURNPIKE AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SACHSE; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF SACHSE, TEXAS, REGARDING THE PUBLIC HEARING.

WHEREAS, upon receiving a petition in compliance with Section 311.007(b) of the Texas Tax Code, as amended, the City of Sachse, Texas (the "City"), is authorized under Section 311.007 of the Texas Tax Code, as amended (the "Act"), to enlarge the boundaries of a tax increment reinvestment zone within its corporate limits to include within such zone the property identified in such petition; and

WHEREAS, in accordance with the Act, the City has previously established Reinvestment Zone Number Two, City of Sachse (the "Zone") being approximately 120 acres of land generally located north of President George Bush Turnpike and being wholly located within the corporate limits of the City; and

WHEREAS, the City has received a petition in compliance with Section 311.007(b) of the Texas Tax Code, as amended, requesting enlargement of the boundaries of the Zone by annexing into the Zone the 14.933± acres located within the City's corporate limits depicted in **Exhibit A** attached hereto and made a part for all purposes (with the boundaries of the map to be further defined by a metes and bounds description) (the "Additional Property"); and

WHEREAS, the City Council of the City (the "City Council") desires to hold a public hearing in accordance with Section 311.003 of the Act regarding the requested enlargement of the boundaries of the Zone; and

WHEREAS, in order to hold a public hearing for the enlargement of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on September 21, 2020 on the enlargement of the Zone.

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

SECTION 1. A public hearing is hereby called for September 21, 2020, at 7:00 p.m., at the Sachse City Hall, 3815 Sachse Road, Sachse, Texas 75048, for the purpose of hearing any interested person speak for or against (i) the inclusion of the Additional Property within the Zone;

(ii) the amendment of the Zone; (iii the amended boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. At such time and place the City Council will hear testimony regarding (i) the inclusion of the Additional Property within the Zone; (ii) the amendment of the Zone; (iii) the amended boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner(s) of the Additional Property to protest the inclusion of the Additional Property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance amending the boundary of the Zone and other related matters.

SECTION 3. The City Secretary is hereby authorized and directed to cause a Notice of Public Hearing substantially in the form attached hereto as **Exhibit B** and incorporated herein by reference to be published in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on September 21, 2020.

SECTION 4. This resolution shall be in full force and effect 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, on this the 8th day of September 2020.

CITY OF SACHSE, TEXAS

____

Mike J. Felix
Mayor

ATTEST:

____

Michelle Lewis Sirianni
City Secretary

Exhibit A

Depiction of the Zone

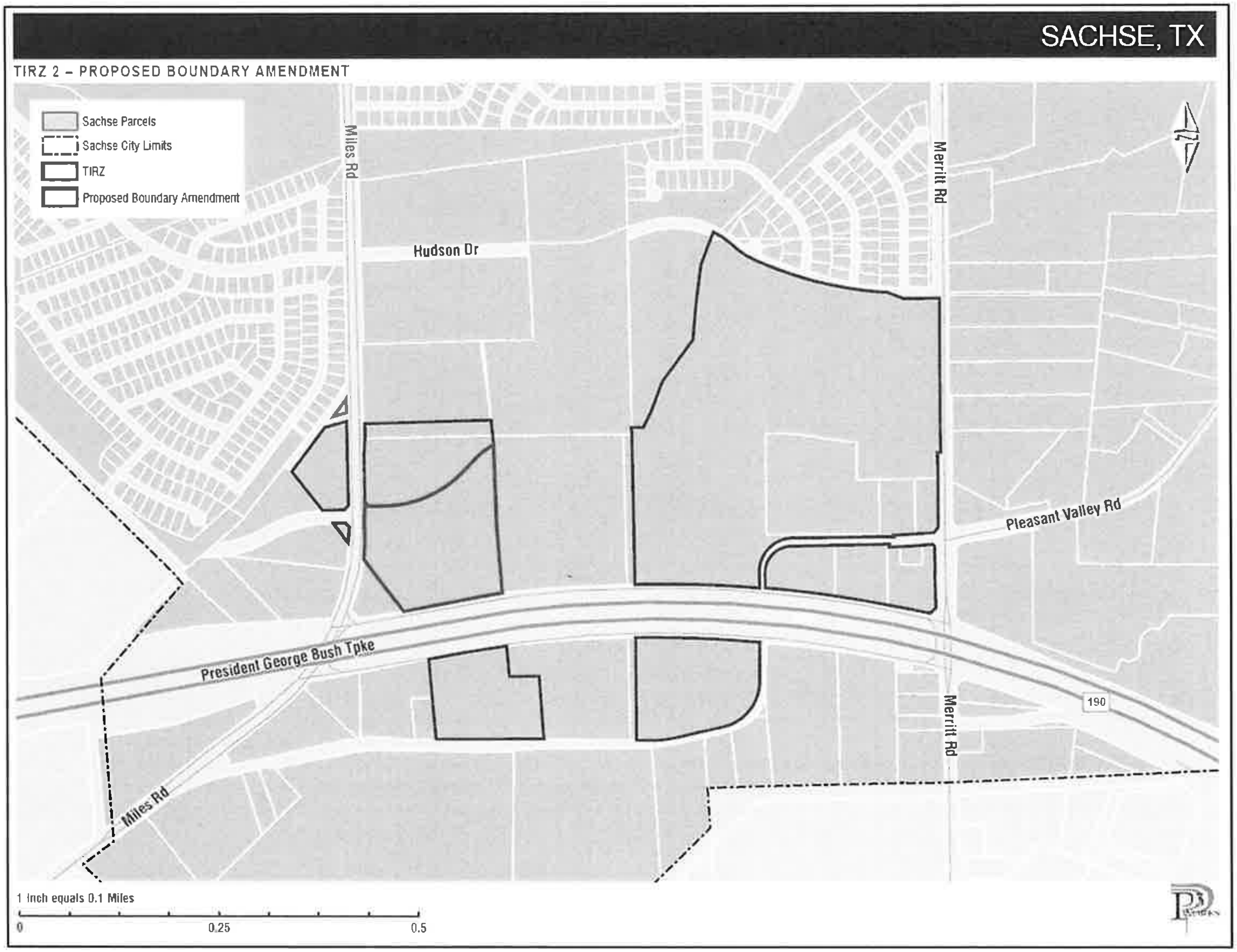


Exhibit B

CITY COUNCIL OF THE CITY OF SACHSE, TEXAS
NOTICE OF PUBLIC HEARING
PROPOSED BOUNDARY AMENDMENT TO REINVESTMENT ZONE NUMBER TWO, CITY OF SACHSE

THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, WILL HOLD A PUBLIC HEARING AT 7:00 PM ON MONDAY, SEPTEMBER 21, 2020, IN THE CITY COUNCIL CHAMBERS LOCATED AT SACHSE CITY HALL, 3815 SACHSE ROAD, SACHSE, TEXAS 75048, REGARDING AN AMENDMENT TO REINVESTMENT ZONE NUMBER TWO, CITY OF SACHSE, BEING APPROXIMATELY 120 ACRES GENERALLY LOCATED ALONG PRESIDENT GEORGE BUSH TURNPIKE, BY ENLARGING THE BOUNDARIES OF THE ZONE TO INCLUDE 14.933± ACRES GENERALLY LOCATED ALONG PRESIDENT GEORGE BUSH TURNPIKE AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SACHSE, TO CONSIDER THE BENEFITS OF SUCH AMENDMENT TO THE CITY OF SACHSE, AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF THE PROPERTY TO BE ADDED TO THE ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED AMENDED ZONE. A MAP DEPICTING THE BOUNDARIES OF THE PROPOSED AMENDED ZONE IS AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF THE CITY SECRETARY AT 3815 SACHSE ROAD, SACHSE, TEXAS 75048. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF THE ADDITIONAL 14.933± ACRES OF PROPERTY WITHIN THE PROPOSED AMENDED ZONE, THE AMENDMENT OF THE ZONE, ITS BOUNDARIES AND/OR THE CONCEPT OF TAX INCREMENT FINANCING. ALL WRITTEN OR ORAL OBJECTIONS ON THE ITEM WILL BE CONSIDERED AT THE PUBLIC HEARING. INFORMATION FOR PERSONS WHO WISH TO ATTEND THE MEETING BY TELEPHONE, VIDEOCONFERENCE OR OTHER ELECTRONIC MEANS WILL BE POSTED ON THE CITY'S WEBSITE AT WWW.CITYOFSACHSE.COM/COUNCILMEETINGS. FOLLOWING THE PUBLIC HEARING, THE SACHSE CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE BOUNDARIES OF REINVESTMENT ZONE NUMBER TWO, CITY OF SACHSE, AND OTHER RELATED MATTERS.