



**Monday, July 20, 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/87618981116>
Or Telephone: (Toll Free) 877-853-5247
Webinar ID: 876 1898 1116**

**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 Monday, July 20, 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 Monday, July 20, 2020 at 6:30 p.m. to consider the following items of business:
2. Receive an update on the City's long-range financial condition.
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 Monday, July 20, 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: 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 June 15, 2020, combined meeting.
2. Approve an ordinance abandoning two portions of the street right-of-ways of Pleasant Valley Road with the first portion consisting of ± 0.052 of an acre of land and the second portion consisting of ± 0.232 of an acre of land, generally located west of Merritt Road and between President George Bush Turnpike frontage road and future The Station Boulevard.
3. Accept the monthly revenue and expenditure report for the period ending May 31, 2020.
4. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. 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.
2. Consider authorizing the City Manager to execute a Letter of Intent with Dallas County to participate in its Emergency Business Assistance Program (EBAP).
3. Consider authorizing the City Manager to execute a Second Amendment to the Development Agreement by and between PMB Station Developer, LLC and the City of Sachse for The Station.
4. Consider authorizing the City Manager to execute a Purchase and Sale Agreement with Batsu Enterprises to purchase right-of-way for a segment of the future Bunker Hill Road.
5. Consider authorizing the City Manager to negotiate and execute a Public Improvement District Reimbursement Agreement with PMB Station Developers related to The Station project.
6. Consider, discuss and act on a proposed boundary adjustment agreement made by and between the City of Sachse, Texas and the City of Murphy, Texas for the common boundary along the Maxwell Creek Road / McCreary Road right-of-way.

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, 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.

**Agenda Item Details**

Meeting	Jul 20, 2020 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Receive an update on the City's long-range financial condition.
Access	Public
Type	Discussion
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

The preliminary FY 2020-2021 budget will be discussed for the first time at the Budget Workshop on August 3, 2020. The high-level overview provided within the long-range financial update will depict the current and projected financial condition of the City, projected revenues, and capital needs. This presentation is designed to preface the Budget Workshop.

OVERVIEW

Topics to be covered in the presentation include: 1). update on current year budgetary performance; 2). three-year projections of key revenue and expenditures; 3). potential effects of COVID-19; 4). debt Capacity; 5). Fund Balance policy, and; 6). capital funding sources.

**Agenda Item Details**

Meeting	Jul 20, 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 June 15, 2020, combined meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for Jun 15, 2020 - City Council Combined Meeting

Public Content**BACKGROUND**

Minutes of the June 15, 2020, combined meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the June 15, 2020, combined meeting.

06.15.20 Minutes.pdf (114 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
JUNE 15, 2020

The City Council of the City of Sachse held a regular meeting on Monday, June 15, 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; City Attorney, Joe Gorfida; Parks and Recreation Director, Lance Whitworth; IT Manager, Danny Wheeler; 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, and Police Chief, Bryan Sylvester.

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

COVID-19 UPDATE / CARES ACT: 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 provided an overview of the CARES Act funding the City is set to receive from both Collin and Dallas counties. The CARES Act provides municipalities with funding to cover eligible costs associated with responding to the COVID-19 pandemic. Eligible expenditures include COVID-19 containment/mitigation efforts, telecommuting expansion, public health services, contact tracing, and certain payroll reimbursements for qualified COVID-19 work. Ineligible expenditures include any items that were previously budgeted for prior to the pandemic, reimbursements to donors for donated items or services, and government revenue replacements, among other categories. Mrs. Nash noted that both Dallas and Collin counties are providing rental and other assistance programs for county residents using their allotments of the CARES Act funds. Mrs. Nash stated the City is proposing a phased, multi-faceted plan for how to use its allocation of CARES Act funds from both counties. Staff presented a matrix of proposed funding categories/projects that included building modifications for COVID-19 mitigation/containment, the purchase of necessary personal protective equipment (PPE) for sanitation purposes, software packages and equipment to help enhance telecommuting capabilities, and a proposed community outreach program that supports the 5 Loaves Food Pantry. Staff recommends these projects be tackled in phases, with items taking the longest amount of time to acquire going first due to the limited time that CARES Act funds are available. Timing of the remaining phases will be dependent on approval from Dallas County, availability of goods and vendor availability for service. The final phase is payroll reimbursement for the City. This is to ensure that all other needs are met first and to be prepared in the event that other COVID-19 needs arise in the coming months. Staff is seeking input on the proposed plan and community outreach allocation.

The Council discussed the community outreach proposal, the high heat unit for sterilizing police vehicles, and the type of ultrasound unit listed in the proposed project list. The Council supported the plan as presented.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 7:11 p.m.

Mayor Felix opened the regular meeting at 7:12 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAGS:

Councilman King offered the invocation and Councilman Bickerstaff led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman Franks reminded residents that the Community Center is open by appointment only. Members may call or email Community Center staff to schedule a visit.

Councilman King stated the Animal Shelter is closed to the public, but residents may schedule an appointment to visit the shelter. He also thanked those for all the continued donations received at the Animal Shelter.

CITIZEN INPUT:

Mayor Felix read the following comments received for Citizen Input into the record:

Kristen Hall, 5408 Lacey Circle, asked in reference to consent agenda item number two (2), what was the cost of the previously funded project on Brookview. Mrs. Nash responded that the total cost of the project paid to Affordable Concrete was \$180,805 with a total amount reimbursed by Dallas County under the CDBG Program was \$113,824. The remaining amount to be covered by the City was \$66,981.

Matthew Holboke, 511 Oakridge Circle, asked “What is the plan to fix multiple roads in Sachse? A bond issue was suggested and now that has been canceled. What is the plan? Your attempts at pothole patching on Sachse Road are admirable but foolish. You can’t fix trench holes with bag mix and the road gets worse every day. Do you drive it? If the county says ‘no’ or 2022, what is the plan and when can some real information be provided?” Mrs. Nash replied stating Sachse qualifies for a 50/50 match with Dallas County and will be looking to budget this 50/50 match in the next fiscal year.

Matthew Holboke, 511 Oakridge Circle, also stated “We can go to church, the gym, out to eat and water parks. When will City Council meetings return to in person meetings? If you do not have a date, what set of guidelines are you using to decide this issue?” Mrs. Nash replied that the City Council decided to suspend in-person meetings until further notice. The declaration issued by the Governor, which was extended, allows the Council to continue the in-person meeting suspension.

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

- 1. Approve the minutes of the June 1, 2020, combined meeting.**
- 2. Approve an Interlocal Cooperation Agreement with Dallas County for the CDBG/Home/ESG programs for the fiscal years 2021, 2022, and 2023.**
- 3. Cancel the July 6, 2020 City Council combined meeting.**

Councilman King made a motion to approve the consent agenda items as presented. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

REGULAR AGENDA ITEMS:

Consider an ordinance amending the Code of Ordinances Chapter 6 titled "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by amending Subsection G titled "Trash and Bulk Storage/Pick-up".

Mrs. Rose presented a recap of direction provided by the City Council when this item was originally presented at the June 1 workshop meeting with the consensus of the City Council being that bulk trash be set-out no earlier than 48-hours prior to scheduled collection day, brush, tree limbs, etc. to be set-out no earlier than the Saturday before scheduled collection day, and the clean-up of the reference to curb line set-back. If approved, staff will begin to work on a six-month grace period/campaign to educate residents.

Mayor Felix stated a question was received regarding this item. He read the following into the record.

Kristin Hall, 5408 Lacey Circle, asked if are there proposed dates for the various zones and/or a standing bulk pick-up date. Mrs. Rose replied there have been no changes to zones and no changes in the collection dates.

Councilman Bickerstaff made a motion to approve an ordinance amending the Code of Ordinances Chapter 6 titled "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by amending Subsection G titled "Trash and Bulk Storage/Pick-up". Mayor Pro Tem Howarth seconded that motion and the motion was unanimously approved.

Consider an ordinance prohibiting the processing or disposal of solid waste in certain areas of the city and designating other areas of the city in which such activities are not prohibited.

Mrs. Nash stated attorneys are on the call if the City Council should have any questions.

Councilman King stated that this ordinance is simply stating where this type of use may go within the city. Mrs. Nash confirmed.

Councilman King made a motion to approve an ordinance prohibiting the processing or disposal of solid waste in certain areas of the city and designating other areas of the city in which such activities are not prohibited. Councilman Watkins seconded that motion and the motion was unanimously approved.

Consider authorizing the City Manager to execute an Interlocal Agreement between the City of Sachse and City of Rowlett for prisoner housing services.

Chief Sylvester presented an overview of the current process, budget and efficiency considerations, and provisions within the proposed Interlocal Agreement. Chief Sylvester stated the City of Rowlett City Council voted unanimously to enter into an agreement at its meeting on June 2, 2020. Staff is recommending approval.

Kristin Hall, 5408 Lacey Circle, asked how much the City spent on housing prisoners in the last fiscal year and what would happen if someone taken into custody was refused by the City of Rowlett. Chief Sylvester responded that they currently budget \$25,000 and moving forward with the Interlocal Agreement, it would be a flat fee. Chief Sylvester commented that depending on each situation, they ensure each person receives proper care and/or medically cleared before taken into the housing facility. He added if the City of Rowlett refused to take a prisoner, other arrangements would be pursued including filing charges at large, pending the charges or transporting directly to the county as appropriate to the circumstances.

Councilman King asked if the City of Rowlett would decide to terminate the agreement, what would be the City's plan. Chief Sylvester responded that they are making no immediate changes to the facility or the infrastructure and would be able to operate the facility again if needed.

Councilman Watkins asked how many prisoners are housed per year. Chief Sylvester responded that they roughly have 300 +/- per year.

Councilman Watkins made a motion to approve authorizing the City Manager to execute an Interlocal Agreement between the City of Sachse and City of Rowlett for prisoner housing services. Councilman Lindsey seconded that motion and the motion was unanimously approved.

Consider approving and authorizing the City Manager to execute a contract for professional services between the City of Sachse and Lee Engineering for traffic signal design in the amount of sixty-two thousand one hundred dollars and zero cents (\$62,100.00).

Mr. Nesbit presented this item by indicating the project locations at Cody Lane at Woodbridge Parkway and Ranch Road at Dewitt Road. There is significant congestion at these intersections during peak traffic times in the morning and evening. The City hired Lee Engineering to complete a traffic signal warrant study for the two intersections in Fall 2019 as part of the Collin County Call for Projects. The funding request was denied by Collin County as the proposed projects were out-ranked by other needs within the county. However, Collin County has funding available from other project savings that can be reallocated to these projects in the amount of \$154,605. Staff recommends approval and if approved, staff will begin the design project this month.

Councilman Watkins asked when construction would begin. Mr. Nesbit responded sometime in the late fall.

Councilman Bickerstaff asked if they will be able to place both projects within the same Interlocal Agreement with the county. Mr. Nesbit replied, yes, since they will be doing both at the same time.

Councilman Lindsey asked if there is any consideration for the Fire Station to have any extra control of the light with a direct connection for emergencies. Mr. Nesbit stated he could certainly ask the consultant for their recommendation.

Councilman King made a motion to approve and authorize the City Manager to execute a contract for professional services between the City of Sachse and Lee Engineering for traffic signal design in the amount of sixty-two thousand one hundred dollars and zero cents (\$62,100.00). Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:03 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Jul 20, 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 an ordinance abandoning two portions of the street right-of-ways of Pleasant Valley Road with the first portion consisting of ±0.052 of an acre of land and the second portion consisting of ±0.232 of an acre of land, generally located west of Merritt Road and between President George Bush Turnpike frontage road and future The Station Boulevard.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve as submitted.

Public Content**BACKGROUND**

- The applicant is seeking to have two right-of-way pieces consisting of approximately .052 and .232 acres in size abandoned, generally located west of Merritt Road, between President George Bush Turnpike frontage road and future The Station Boulevard.
- The two right-of-way pieces are remnants of Pleasant Valley Road, which is being realigned, reconstructed, and renamed as The Station Boulevard.

OVERVIEW

- In order to abandon City right-of-way, the Council must approve an ordinance abandoning all right, title, and interest to the property.
- The two right-of-way pieces proposed to be abandoned lie outside future The Station Boulevard and are no longer necessary to be included as right-of-way.
- The applicant has received sign off from all franchise utilities for the right-of-way abandonment.
- The applicant plans to add the abandoned right-of-way into adjacent property they own as part of The Station development. In order to do this, the applicant will need to quitclaim the property after abandonment and incorporate them on a plat.

POLICY CONSIDERATIONS

There are no policy considerations with this item.

RECOMMENDATION

Approve the abandonment of the two portions of Pleasant Valley Road.

Ordinance Abandoning 2 Portions of Pleasant Valley Road.pdf (3,719 KB)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING TWO PORTIONS OF THE STREET RIGHT-OF-WAYS OF PLEASANT VALLEY ROAD WITH THE FIRST PORTION CONSISTING OF ± 0.052 OF AN ACRE OF LAND AND THE SECOND PORTION CONSISTING OF ± 0.232 OF AN ACRE OF LAND; AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A" TO THE ABUTTING PROPERTY OWNER; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED OF THE CITY OF SACHSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse, Texas, acting pursuant to State law and upon request of the abutting property owner, PMB Station Land, LP, hereinafter referred to as Grantee, deems it advisable to abandon and quitclaim the hereinafter described right-of-ways and is of the opinion and finds that said right-of-ways are not needed for public use and should be abandoned and quitclaimed to Grantee, subject to the reservations and conditions of this Ordinance; and

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

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

SECTION 1. That the City of Sachse hereby abandons and quitclaims, in favor of Grantee, two portions of the street right-of-ways of Pleasant Valley Road with portion one ± 0.052 of an acre of land and portion two consisting of approximately ± 0.232 acre of land (the "Property"), and being more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof for all purposes.

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

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

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

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

APPROVED:

Mike J. Felix
Mayor

ATTEST:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(06-09-2020:TM 116096)

EXHIBIT "A"
Description of Portion One - ±0.052 Acre of Land

BEING a tract of land situated in the Zach Motley Survey, Abstract No. 1009, City of Sachse, Collin County, Texas and being a portion of three tracts of land described as Parcel No. 8-1, Parcel 8-2, and Parcel 9, all in a Quitclaim Deed to the City of Sachse, Texas, recorded in Instrument No. 201600314690, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PACHECO KOCH" found for the southwest corner of said Parcel 8-2, common to an angle point in the northerly line of a called 2.569-acre tract of land described as Tract 10 in a General Warranty Deed to PMB Station Developer, LLC, recorded in Instrument No. 201900240016, said Official Public Records;

THENCE North 0°09'52" East, along the common line of said Parcel 8-2 and said 2.569-acre tract, a distance of 12.14 feet to a point for corner;

THENCE North 89°31'34" East, departing said common line and crossing said Parcel 8-2, said Parcel 9, and said Parcel 8-1, a distance of 284.13 feet to a 1/2-inch iron rod with plastic cap stamped "PACHECO KOCH" found for the northernmost northeast corner of said 2.569-acre tract, same being the beginning of a non-tangent curve to the right having a central angle of 4°35'59", a radius of 3545.00 feet, a chord bearing and distance of South 87°04'49" West, 284.53 feet;

THENCE in a southwesterly direction along the southerly lines of said Parcel 8-1, said Parcel 9, and said Parcel 8-2 and along the northerly line of said 2.569-acre tract and with said curve to the right, an arc distance of 284.60 feet to the **POINT OF BEGINNING** and containing 0.052 of an acre (2,267 sq. ft.) of land, more or less.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are surface distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99985260573.



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EXHIBIT "A"
ABANDONMENT
 ZACH MOTLEY SURVEY, A-1009
 CITY OF SACHSE,
 DALLAS COUNTY, TEXAS

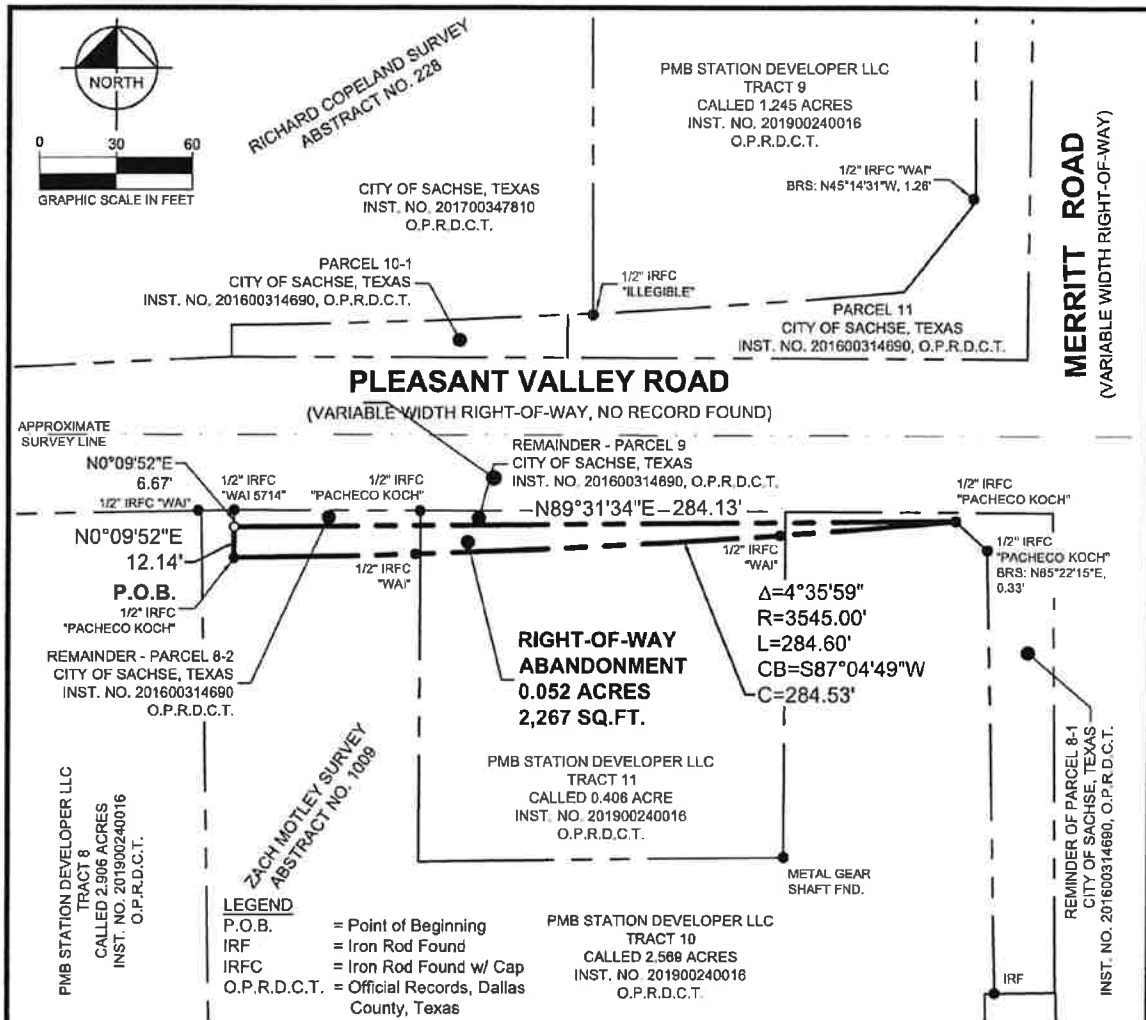
Kimley»Horn

6160 Warren Pkwy., Suite 210 FRISCO, TEXAS 75034 TEL. NO. (972) 335-3580
 FAX NO. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JMH	KHA	03/25/2020	061287014	1 OF 2

HOEFNER, JOHN 3/25/2020 12:30 PM K:\FRISCO\SURVEY\061287014-MERRITT ROAD TRACT\DWG\061287014 PLEASANT VALLEY ABANDONMENT NO 2_V18.DWG

EXHIBIT "A" **Depiction of Portion One - ±0.052 Acre of Land**



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are surface distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99985260573.

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EXHIBIT "A"
ABANDONMENT
ZACH MOTLEY SURVEY, A-1009
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JMH	KHA	03/25/2020	061287014	2 OF 2

HOEFNER, JOHN 3/25/2020 12:30 PM K:\FRI_SURVEY\061287014-MERRIT ROAD TRACT\DWG\061287014 PLEASANT VALLEY ABANDONMENT NO 2_V18.DWG

EXHIBIT "A" **Description of Portion Two - ±0.232 Acre of Land**

BEING a tract of land situated in the Zach Motley Survey, Abstract No. 1009 and the Samuel Compton Survey, Abstract 368, both in the City of Sachse, Dallas County, Texas and being portion of Pleasant Valley Road, an apparent public use right-of-way, no record found, situated between a called 76.043 acre tract described as Tract 1 and a called 3.022 acre tract of land described as Tract 7, both in a General Warranty Deed to PMB Station Developer, LLC, as recorded in Instrument No. 201900240016 of the Official Public Records of said county, and being more particularly described as follows:

COMMENCING at an iron rod with a cap, stamped "WAI", found for the southwest corner of said 3.022 acre tract, same being the intersection of the northwesterly right of way line of President George Bush Turnpike (360' R.O.W.) with the easterly right of way line of said Pleasant Valley Road;

THENCE North 00°22'24" West, along the westerly line of said 3.022 acre tract and the westerly right of way line of said Pleasant Valley Road, a distance of 2.94 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE North 42°29'16" West, leaving the westerly line of said 3.022 acre tract and the easterly right of way line of said Pleasant Valley Road, crossing said Pleasant Valley Road, a distance of 24.72 feet to a point for corner;

THENCE North 00°02'59" East, continuing across said Pleasant Valley Road, a distance of 212.93 feet to a point on the westerly line of said Pleasant Valley Road and the easterly line of the aforesaid Tract 1, and being at the beginning of a non-tangent curve to the right having a central angle of 11°45'18", a radius of 236.92 feet, a chord bearing and distance of North 41°37'11" East, 48.52 feet;

THENCE in a northeasterly direction, along the westerly right of way line of said Pleasant Valley Road and the easterly line of said Tract 1, with said curve to the right, an arc distance of 48.61 feet to a point at the end of said curve;

THENCE North 89°25'20" East, leaving the westerly right of way line of said Pleasant Valley Road and the easterly line of said Tract 1, crossing said Pleasant Valley Road, a distance of 147.06 feet to a point on the easterly right of way line of said Pleasant Valley Road, same being the northwest corner of the aforesaid 3.022 acre tract at the beginning of a non-tangent curve to the left having a central angle of 86°21'05", a radius of 176.92 feet, a chord bearing and distance of South 42°25'56" West, 242.11 feet;

THENCE in a southwesterly direction along the easterly right of way line of said Pleasant Valley Road and the westerly line of said 3.022 acre tract, with said curve to the left, an arc distance of 266.64 feet to a point at the end of said curve;

THENCE South 00°22'24" East, continuing along the easterly right of way line of said Pleasant Valley Road and the westerly line of said 3.022 acre tract, a distance of 90.22 feet to the **POINT OF BEGINNING** and containing 10,105 square feet or 0.232 acres of land, more or less.

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EXHIBIT "A"
ABANDONMENT
ZACH MOTLEY SURVEY,
ABSTRACT NO. 1009 AND THE
SAMUEL COMPTON SURVEY,
ABSTRACT 368
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

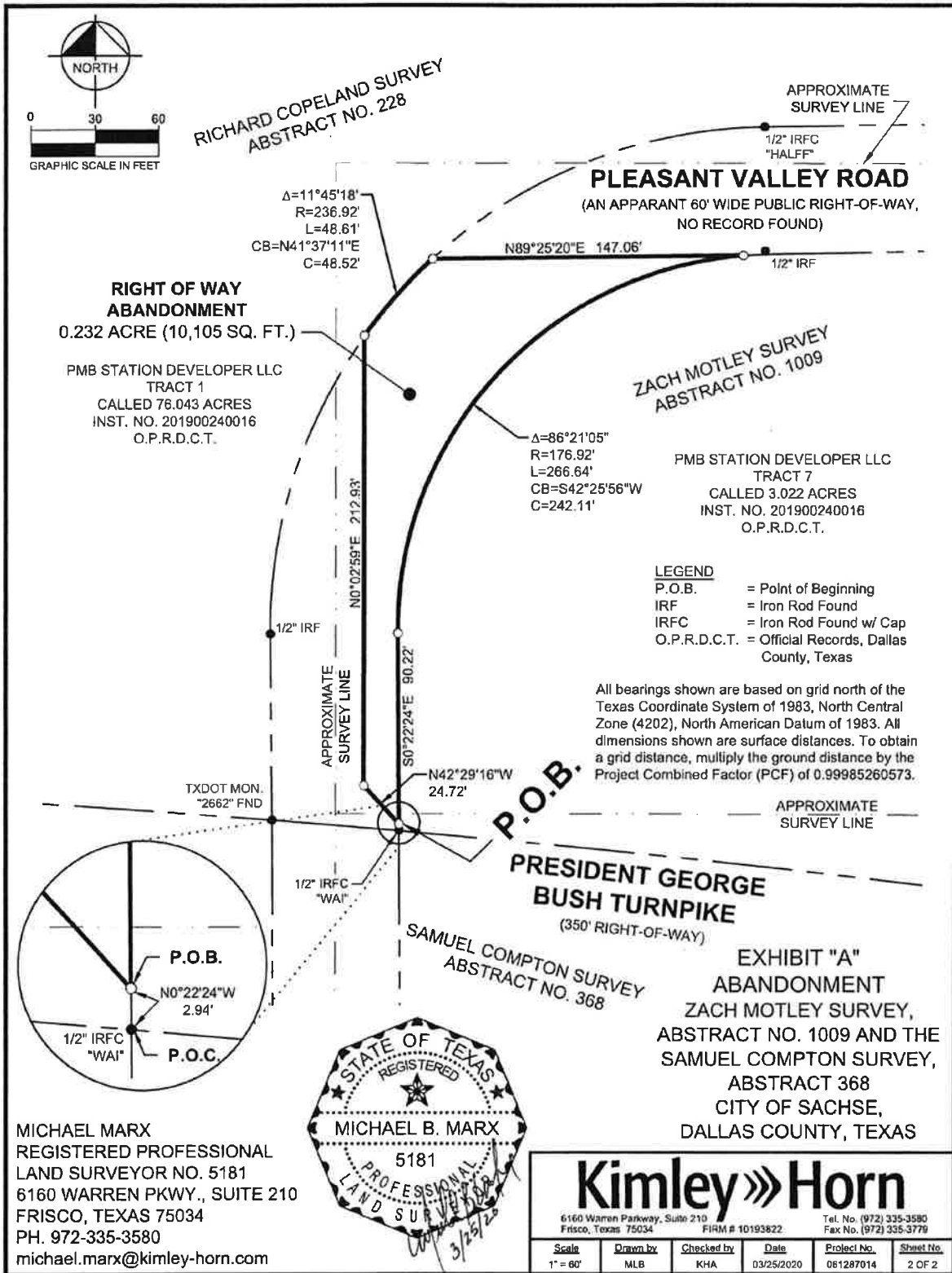
Kimley»Horn

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 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MLB	KHA	03/25/2020	061267014	1 OF 2

HOEFNER, JOHN 3/25/2020 12:37 PM K:\FRI_SURVEY\061267014-MERRIT ROAD TRACT\DWG\061267014 PLEASANT VALLEY ABANDONMENT_V18.DWG

EXHIBIT "A" **Depiction of Portion Two - ±0.232 Acre of Land**



**Agenda Item Details**

Meeting	Jul 20, 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. Accept the monthly revenue and expenditure report for the period ending May 31, 2020.
Access	Public
Type	Action (Consent)
Preferred Date	Jul 20, 2020
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending May 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, as well as an analysis of sales tax revenues received year-to-date.

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 May 31, 2020.

[Sales Tax Analysis July 2020.pdf \(80 KB\)](#)[All Funds-5-31-20.pdf \(110 KB\)](#)

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

2019/2020 SALES TAX ANALYSIS

FY 2019	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2020	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%	October	240,829	137,609	137,609	8.63%
November	295,677	168,950	287,865	19.52%	November	316,904	181,079	318,688	19.98%
December	216,610	123,771	411,635	27.91%	December	252,331	144,182	462,870	29.02%
January	230,470	131,690	543,326	36.84%	January	272,241	155,558	618,429	38.77%
February	337,215	192,685	736,011	49.90%	February	401,877	229,633	848,061	53.17%
March	209,463	119,687	855,698	58.01%	March	250,829	143,324	991,385	62.16%
April	200,166	114,375	970,073	65.77%	April	224,183	128,098	1,119,483	70.19%
May	290,146	165,789	1,135,862	77.01%	May	332,834	190,181	1,309,665	82.11%
June	186,681	106,670	1,242,532	84.24%	June	273,969	156,546	1,466,211	91.93%
July	233,228	133,266	1,375,798	93.27%	July				
August	309,283	176,724	1,552,523	105.26%	August				
September	239,512	136,857	1,689,380	114.53%	September				
TOTAL	2,956,564	1,689,380			TOTAL	2,565,997	1,466,211		
BUDGET		1,475,000			BUDGET		1,595,000		

City of Sachse
Monthly Revenue and Expenditure Report
May 31, 2020
(Unaudited)

GENERAL FUND

67% 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	\$ 32,060	\$ 12,735,241	101.18%	
Sales Tax	1,633,000	190,181	1,334,925	81.75%	
Franchise Fees	1,809,027	229,800	1,294,268	71.54%	
Licenses and Permits	579,500	186,709	525,053	90.60%	
Service Fees	833,000	174,951	1,119,617	134.41%	
Fines	250,000	12,479	145,905	58.36%	
Interest Income	100,000	11,711	135,828	135.83%	
Miscellaneous Income	432,853	46,630	215,640	49.82%	
Intergovernmental Revenue	1,363,897	113,658	909,265	66.67%	
Total Revenue	\$ 19,587,487	\$ 998,179	\$ 18,415,742	94.02%	
Expenditure Summary					
City Manager	\$ 752,099	\$ 72,057	\$ 446,472	59.36%	
City Secretary	192,702	15,698	167,767	87.06%	C
Human Resources	393,974	41,536	240,432	61.03%	
Finance	684,177	46,490	376,639	55.05%	
Municipal Court	242,307	17,878	136,333	56.26%	
Parks	990,022	75,519	597,256	60.33%	B
Senior Programs	175,778	13,156	113,312	64.46%	
Library Services	520,532	48,464	319,065	61.30%	
Community Development	721,743	65,688	442,010	61.24%	
Streets & Drainage	2,279,892	116,430	1,739,496	76.30%	D
Facility Maintenance	568,276	48,977	366,891	64.56%	
Police	5,436,091	503,969	3,562,593	65.54%	
Animal Control	236,067	18,134	151,561	64.20%	
Fire/EMS	4,541,005	486,782	3,151,564	69.40%	
Combined Services	407,310	22,627	344,873	84.67%	A
Recreation	332,695	22,225	190,748	57.33%	B
City Engineer	347,000	23,661	168,708	48.62%	
Information Technology	741,473	43,515	380,313	51.29%	
Total Expenditures	\$ 19,563,143	\$ 1,682,806	\$ 12,896,035	65.92%	
Total Revenue Over/Under Expenses	\$ 24,344	\$ (684,627)	\$ 5,519,707		

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
 May 31, 2020
 (Unaudited)

UTILITY FUND

67% 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	\$ 667,658	\$ 4,024,450	57.94%	
Sewer Revenue	4,790,920	408,894	3,228,541	67.39%	
Drainage Revenue	210,000	17,564	157,700	75.10%	
Fees	164,500	2,370	98,160	59.67%	
Interest Income	150,000	11,171	144,047	96.03%	
Transfer In-Impact Fee	1,047,000	1,047,000	1,047,000	100.00%	
Miscellaneous Income	-	-	23,698		
Total Revenue	\$ 13,308,042	\$ 2,154,656	\$ 8,723,597	65.55%	
Expenditure Summary					
Utility Administration	\$ 430,387	\$ 32,964	\$ 281,794	65.47%	
Water Operations	6,227,956	1,017,516	4,649,638	74.66%	A
Sewer Operations	4,405,115	557,741	2,837,373	64.41%	
Drainage Projects	100,000	-	62,500	62.50%	
Total Expenditures	\$ 11,163,457	\$ 1,608,222	\$ 7,831,305	70.15%	
Total Revenue Over/Under Expenses	\$ 2,144,585	\$ 546,434	\$ 892,291		

Explanation of Major Variances:

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

City of Sachse
Monthly Revenue and Expenditure Report
May 31, 2020
(Unaudited)

Debt Service Fund

67% 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	\$ 11,840	\$ 4,773,976	101.29%	
Interest Income	8,000	461	15,482	193.53%	
Miscellaneous Receipts					
Total Revenue	\$ 4,721,027	\$ 12,301	\$ 4,789,458	101.45%	
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)	\$ 11,901	\$ 645,524		

- 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
May 31, 2020
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

67% 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	\$ 95,091	\$ 654,832	84.49%	
Other Income	\$ 12,500	\$ -	\$ 2,166	17.33%	
Interest Income	4,000	569	12,104	302.61%	A
Total Revenue	\$ 791,500	\$ 95,660	\$ 669,102	84.54%	
Expenditure Summary					
Expenditures	808,349	87,319	492,984	60.99%	
Total Expenditures	\$ 808,349	\$ 87,319	\$ 492,984	60.99%	
Total Revenue Over/Under Expenses	\$ (16,849)	\$ 8,341	\$ 176,118		

Explanation of Major Variances:

A Allocation of pooled money market better than projected

City of Sachse
Monthly Revenue and Expenditure Report
May 31, 2020
(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

67% 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	\$ 44,469	\$ 306,117	86.23%	
Other Income	\$ -				
Interest Income	1,000				
Total Revenue	\$ 356,000	\$ 44,469	\$ 306,117	85.99%	
Expenditure Summary					
Expenditures	80,000	-	79,715	99.64%	
Total Expenditures	\$ 80,000	\$ -	\$ 79,715	99.64%	
Total Revenue Over/Under Expenses	\$ 276,000	\$ 44,469	\$ 226,403		

Explanation of Major Variances:

**Agenda Item Details**

Meeting	Jul 20, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	1. 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

**Agenda Item Details**

Meeting	Jul 20, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	2. Consider authorizing the City Manager to execute a Letter of Intent with Dallas County to participate in its Emergency Business Assistance Program (EBAP).
Access	Public
Type	

Public Content**BACKGROUND**

Dallas County initially authorized \$5 million in funding for its Emergency Business Assistance Program (EBAP). The initial application and lottery funding period has passed, and given the amount of interest in the program, the County has opened up additional rounds of funding for the program. The County recently authorized an additional \$30 million of its own CARES Act funds to go into the second round of funds and has released a final opportunity for cities to participate in this process. The attached Letter of Intent specifies an opportunity for cities in Dallas County to opt-in to a final round of funding. In this final round, cities can invest a portion of the CARES Act funding they received to businesses within their communities that applied for assistance in the original rounds but were not selected.

Funding committed by the City would:

1. Only be awarded to businesses within the jurisdiction of both the City and Dallas County;
2. Not be awarded until after Dallas County EBAP funds have been fully awarded; and
3. Be awarded under the same eligibility criteria set by the Dallas County Emergency Business Assistance Program.

The City of Sachse was notified that 17 Sachse businesses applied for assistance in the first round of funding through the County's EBAP and that five of those businesses were chosen to receive assistance through the lottery system.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Consider authorizing the City Manager to execute a Letter of Intent with Dallas County to participate in its Emergency Business Assistance Program (EBAP) and earmark _____ of the City's Coronavirus Relief Fund allocation received from the County.

[Letter of Intent to Participate EBAP.pdf \(63 KB\)](#)[Letter to City - EBAP Buyin.pdf \(389 KB\)](#)

Letter of Intent to Participate in the Dallas County Emergency Business Assistance Program

The City / Town of _____ requests to participate in a supplemental round of funding for the Dallas County Emergency Business Assistance Program by earmarking \$ _____ of the City's / Town's Coronavirus Relief Fund allocation received from the County under the conditions set below.

Funding committed by the City / Town will:

1. Only be awarded to businesses within the jurisdiction of both the City / Town and Dallas County.
2. Not be awarded until after Dallas County EBAP funds have been fully awarded.
3. Be awarded under the same eligibility criteria set by the Dallas County Emergency Business Assistance Program.

EXECUTED this _____ day of _____, 2020.

City / Town of _____

BY: _____



Dallas County

Commissioners Court Administration

June 25, 2020

**Clay Lewis
Jenkins**
County Judge

Dear Mayor,

**Dr. Theresa M.
Daniel**
Commissioner
Precinct 1

I hope this letter finds you, your family, and your community safe during this unprecedented public health crisis. I write to you with a proposal regarding the Dallas County Emergency Business Assistance Program.

J.J. Koch
Commissioner
Precinct 2

Dallas County appropriated a portion of their CARES Act funding from the U.S. Treasury to local municipalities left out of both federal and state assistance. Following this, several of our cities expressed a strong interest in a collaborative approach to increase Dallas County's anticipated second round of funding. After careful consideration, we have decided to pursue this proposal.

**John Wiley
Price**
Commissioner
Precinct 3

On July 7, 2020, Dallas County plans to add a minimum of \$30 million to the Emergency Business Assistance Program; these funds will be the first to be awarded. Businesses within your community who applied and were not awarded assistance can be afforded another opportunity in the second round of funding through the funds you choose to invest.

Dr. Elba Garcia
Commissioner
Precinct 4

Darryl Martin
Commissioners
Court
Administrator

To participate, your city may use a portion of the Coronavirus Relief Funds allocated to you by Dallas County. Should your city pursue this course of assistance, a standard letter affirming your intent to participate is attached. We will need a response by July 21, 2020.

Charles Reed
Assistant
Administrator

Sincerely,

A handwritten signature in black ink, appearing to be "CR", is written over a faint, larger signature.

Charles Reed

**Agenda Item Details**

Meeting	Jul 20, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	3. Consider authorizing the City Manager to execute a Second Amendment to the Development Agreement by and between PMB Station Developer, LLC and the City of Sachse for The Station.
Access	Public
Type	Action
Preferred Date	Jul 20, 2020
Absolute Date	Jul 20, 2020
Recommended Action	Authorize the City Manager to execute the Second Amendment to the Development Agreement by and between PMB Station Developer, LLC and the City of Sachse for The Station.
Goals	Make Sachse more prosperous through job creation and quality development that adds community value.

Public Content**BACKGROUND**

Amendments are occasionally made to development agreements for a variety of reasons. This Second Amendment to the Development Agreement authorizes a specific use as a part of the development of The Station and acknowledges that certain requirements within the First Amendment to the Development Agreement have been met relative to the acquisition of Bunker Hill Central right-of-way.

OVERVIEW

The Council was briefed on this item during several executive sessions. This is a Second Amendment to the Development Agreement that was originally authorized by the City Council in September 2018.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the City Manager to execute the Second Amendment to the Development Agreement by and between PMB Station Developer, LLC and the City of Sachse for The Station.

PMB Station Developer LLC Second Amendment to Development Agreement.pdf (326 KB)

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This **SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (this "**Second Amendment**") is executed by and between **PMB STATION DEVELOPER, LLC**, a Texas limited liability company ("**Owner**"), which shall include the current owner of the Property and its successors and permitted assigns, and the **CITY OF SACHSE, TEXAS**, a Texas home rule municipality ("**City**") (each a "**Party**" and collectively the "**Parties**"), acting by and through their authorized representatives.

RECITALS

WHEREAS, PMB Station Land, LP ("**PMB Station**") and City previously entered into that certain Development Agreement dated October 3, 2018 (the "**Original Agreement**"), relating to the development of the Property and the formation of one or more PIDs and a TIRZ on the Property; and

WHEREAS, a memorandum of the Original Agreement is recorded as Instrument Number 201900068907, in the Official Real Property Records of Dallas County, Texas; and

WHEREAS, effective August 14, 2019, PMB Station assigned all of its right, title and interest to the Original Agreement to Owner, and Owner assumed all obligations of PMB Station under the Agreement; and

WHEREAS, Owner and City entered into that certain First Amendment to Development Agreement dated September 4, 2019 (the "**First Amendment**"), to add approximately 15 acres of land to the Property to be governed by the Original Agreement and amend other provisions of the Original Agreement (the Original Agreement and the First Amendment referred to herein collectively as the "**Agreement**"); and

WHEREAS, Owner desires to lease approximately 11.27 acres of the Property located at 2901 Pleasant Valley Road (the "**Lease Tract**") to Extreme Sandbox, LLC for the purpose of constructing and operating a temporary outdoor entertainment venue ("**Extreme Sandbox**"); and

WHEREAS, the Lease Tract is but one of several potential locations for which Extreme Sandbox is considering locating; and

WHEREAS, the Parties desire that Extreme Sandbox be located on the Lease Tract for the purpose of promoting, stimulating, and encouraging the development of the Project, while also providing for suitable safeguards for the protection of the public and adjacent properties; and

WHEREAS, the Parties further desire to amend the Agreement to make the development of the Lease Tract for Extreme Sandbox subject to the terms of the Agreement as well as agree to additional amendments and make certain agreements relating to development of the Property; and

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

AGREEMENT

Section 1. Definitions. Unless the context requires otherwise, or otherwise defined or amended herein, the capitalized terms in this Amendment shall have the meanings set forth in the Agreement.

Section 2. Amendments. The Agreement is amended as follows:

2.1 Article I “Definitions” is amended by adding definition for the phrases “Extreme Sandbox, LLC” and “Lease Tract” to read as follows:

Extreme Sandbox, LLC shall mean Extreme Sandbox, LLC, a Minnesota limited liability company.

Lease Tract shall mean an 11.27± acre tract of the Property generally located at 2901 Pleasant Valley Road, the boundaries of which tract are generally depicted on the Extreme Sandbox Concept Plan.

2.2 Article IV “Development Process” is amended by adding Section 4.06 titled “License and Right of Entry” to read as follows:

Section 4.07 License and Right of Entry. City hereby grants to Owner, for the benefit of Owner and its contractors and subcontractors a non-exclusive license and right of entry to enter on any property owned by City in fee simple or as an easement (including, but not limited to, and public street right of way and including, specifically, the Bunker Hill Central ROW)(“**City Property**”) for purposes of constructing any portion of the Public Infrastructure. Prior to entry onto any City Property and at all times thereafter while Owner and/or Owner’s contractor(s) are occupying the City Property, Owner and Owner’s contractor(s) shall be in full compliance with the provisions of this Article IV. This Section 4.07 is limited to the entry onto and use of City Property on which Public Infrastructure will be constructed and does not authorize the use of City Property for any other purpose relating to development of the Property, including, but not limited to, the staging or storage of materials, equipment, or supplies or the parking of vehicles, which additional use shall require the separate written consent of City.

2.3 Article XIV titled “Development of Lease Tract for Extreme Sandbox” is added to read as follows:

ARTICLE XIV. DEVELOPMENT OF LEASE TRACT FOR EXTREME SANDBOX

Section 14.01 Use of the Lease Tract. For an initial term of twelve (12) months commencing on the date on which Extreme Sandbox opens to the public (the “**Initial Term**”)(which date shall not be later than _____, 2020),

the Lease Tract may be used and developed by Extreme Sandbox as an outdoor entertainment venue in a **Exhibit "H"** manner that is generally consistent with the concept plan attached hereto as and incorporated herein by reference (the "**Extreme Sandbox Concept Plan**").

Section 14.02 Performance Standards. Extreme Sandbox may not commence use and occupancy of the Lease Tract prior to completion of construction of a ten-foot (10.0') tall earthen berm in the location generally depicted on the Extreme Sandbox Concept Plan and applicable permits and certificates have been issued. Owner shall require Extreme Sandbox to operate, and Extreme Sandbox shall in fact at all times operate, in a safe and prudent manner that is not injurious to the public health, and comply with and adhere to all of City's applicable environmental performance standards including, without limitation, those relating to sound, noise, dust, glare, and vibration (the "**Performance Standards**").

Section 14.03. Extension. Owner may extend the Initial Term for one additional twelve (12) month period subject to (i) Owner delivering notice to City of Owner's desire to extend the Initial Term not later than thirty (30) days prior to the end of the Initial Term and (ii) City providing written consent to such extension, which may be withheld at City's sole discretion.

Section 14.04. Events of Default; Termination. In the event Extreme Sandbox fails to comply with the Performance Standards, City may deliver written notice to Owner explaining the time and nature of the failure ("**Pre-Default Notice**"). Owner shall cure, or cause to be cured, the default described in the Pre-Default Notice not later than ten (10) days after delivery of the Pre-Default Notice or, if the default cannot be reasonably cured within said ten (10) days, Owner shall, within the same ten-day period, present to the City a plan and anticipated timeline to cure the default ("**Plan to Cure**") and obtain City's consent to said plan, which consent shall not be unreasonably withheld; provided, however, unless otherwise agreed in writing by City, the Plan to Cure shall provide that the default shall be cured not later than sixty (60) days after the date the original Pre-Default Notice was delivered to Owner. Owner's diligence under the Plan to Cure shall be measured to the satisfaction of City and if, in its reasonable discretion, City finds that Owner has failed to diligently cure the default in accordance with the Plan to Cure, or Owner otherwise fails to cure the default within the time set forth in the Plan to Cure, City may terminate the right for Owner and Extreme Sandbox to continue to operate on the Lease Tract, which operation shall cease immediately upon delivery of a written notice of termination to Owner.

Section 14.05. No Affect on Remainder of Agreement. A default by Owner pursuant to this Article XIV shall not constitute a default of the remainder of the Agreement. City's sole remedy for Owner's default of this Article XIV shall be termination of the use of the Lease Tract by Extreme Sandbox.

2.4. The Agreement is amended by adding Exhibit “H” – Extreme Sandbox Concept Plan to read as set forth in Attachment 1, attached hereto and incorporated herein by reference.

Section 3. Agreements Regarding Bunker Hill Central ROW. With respect to Section 2.12 of the Agreement, the Parties represent and agree as follows:

- (a) Owner has notified City that Owner has made a good faith effort to purchase the Bunker Hill Central ROW in accordance with Section 2.12(a)(1) of the Agreement, which notification City hereby acknowledges;
- (b) City acknowledges that Owner has provided City with sufficient information to verify Owner’s good faith efforts to acquire the Bunker Hill Central ROW from its owner as required by Section 2.12(a)(2) of the Agreement and that the City Manager has made the determination required by Section 2.12(a)(3) of the Agreement;
- (c) The Parties agree that at least thirty (30) days have passed since Owner provided City the notice required by Section 2.12(a)(1) of the Agreement that the City Council has not waived Owner’s obligation to construct Bunker Hill Road, including the Bunker Hill Central segment;
- (d) City hereby notifies Owner of City’s election to directly purchase the Bunker Hill Central ROW from its owner through either a negotiated purchase or eminent domain as set forth in Section 2.12(b), (c), and (d) of the Agreement;
- (e) Notwithstanding Section 2.12(c) of the Agreement to the contrary, Owner agrees to pay to City the initial \$25,000 due under said section not later than three (3) business days after the Effective Date of this Second Amendment; and
- (f) Attorneys fees and other expenses incurred by City relating to the acquisition by City of the Bunker Hill Central ROW prior to the Effective Date of this Second Amendment shall be reimbursed or otherwise paid by Owner in accordance with Section 2.12(c) of the Agreement.

Section 4. Amendment Effective Date. This Second Amendment shall be effective on the date it bears the signatures of authorized representatives of each of the Parties, whether appearing on the same document or in identical counterparts.

Section 5. Counterparts. This Second Amendment may be signed by the Parties in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same document.

Section 6. Ratification of Agreement. Except as amended by this Second Amendment, the Parties acknowledge and agree the Agreement remains in full force and effect.

(signature page to follow)

SIGNED AND AGREED this ____ day of _____ 2020.

CITY OF SACHSE

By: _____
Gina Nash, City Manager

ATTEST:

By: _____
Michelle Lewis Siriani, City Secretary

APPROVED AS TO FORM:

By: _____
Joseph G. Gorfida, Jr., City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____ 2020, by Gina Nash, City Manager of the City of Sachse, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

SIGNED AND AGREED this ____ day of _____ 2020.

OWNER:

**PMB STATION DEVELOPER, LLC,
a Texas limited liability company**

By: PMB STATION LAND, LP,
a Texas limited partnership, Manager

By: PMB Station Land GP, LLC,
a Texas limited liability company, its
General Partner

By: _____
K. Taylor Baird, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

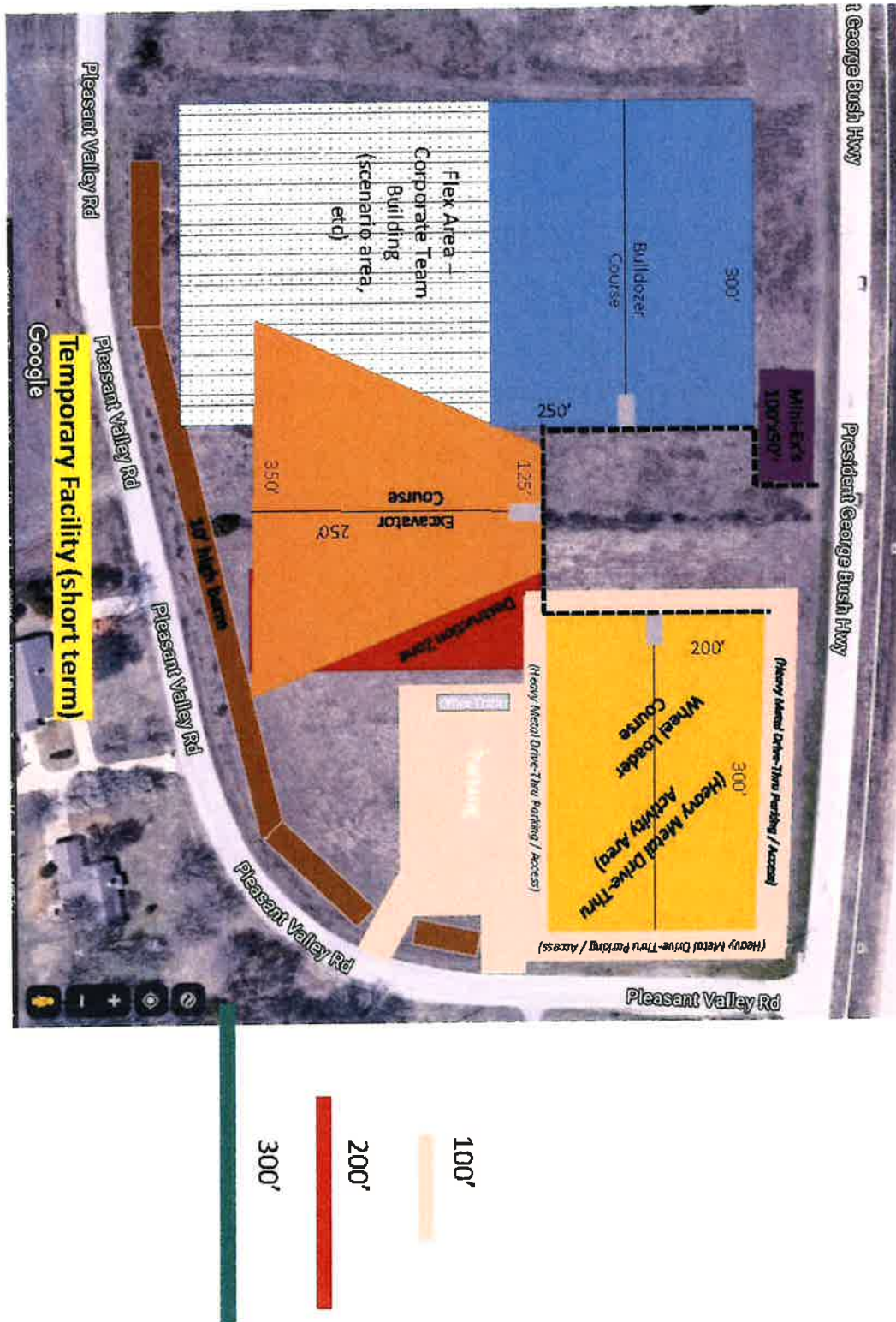
This instrument was acknowledged before me on the ____ day of _____, 2020, by K. Taylor Baird, Manager of PMB Station Land GP, LLC, a Texas limited liability company and General Partner of PMB Station Land, LP, a Texas limited partnership and Manager of PMB Station Developer, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

[SEAL]

Attachment 1

EXHIBIT "H" Extreme Sandbox Concept Plan



**Agenda Item Details**

Meeting	Jul 20, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	4. Consider authorizing the City Manager to execute a Purchase and Sale Agreement with Batsu Enterprises to purchase right-of-way for a segment of the future Bunker Hill Road.
Access	Public
Type	Action, Discussion, Information
Preferred Date	Jul 20, 2020
Absolute Date	Jul 20, 2020
Fiscal Impact	No
Recommended Action	Authorize the City Manager to execute a Purchase and Sale Agreement with Batsu Enterprises to purchase right-of-way for a segment of the future Bunker Hill Road.

Public Content**BACKGROUND**

The City is working with both Batsu Enterprises and PMB Station Developer (PMB) to develop future segments of Bunker Hill Road. Pursuant to the City's development agreement with PMB for The Station, the City needs to purchase the right-of-way (ROW) from Batsu Enterprises so PMB can develop that segment of the future Bunker Hill Road. This Purchase and Sale Agreement would acquire the necessary right-of-way needed to accomplish this task related to both the Trinity Regional Hospital development and The Station development. Funds for this purchase will come from PMB pursuant to its development agreement with the City.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the City Manager to execute a Purchase and Sale Agreement with Batsu Enterprises to purchase right-of-way for a segment of the future Bunker Hill Road.

**Agenda Item Details**

Meeting	Jul 20, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	5. Consider authorizing the City Manager to negotiate and execute a Public Improvement District Reimbursement Agreement with PMB Station Developers related to The Station project.
Access	Public
Type	Action, Discussion, Information
Recommended Action	Approve as presented.

Public Content**BACKGROUND**

The City's 2018 Development Agreement with PMB Station Developers (PMB) contemplates PMB being reimbursed for the cost of certain public improvements constructed as part of development of The Station from assessments levied against property in Sachse Public Improvement District (PID) #1 or from PID bond proceeds that are then paid by PID assessments. The proposed PID Reimbursement Agreement sets out the terms by which PMB will be reimbursed its costs for the design and construction of certain PID projects.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the City Manager to negotiate and execute a Public Improvement District Reimbursement Agreement with PMB Station Developers related to The Station project.

PMB Reimbursement Agreement - PID Projects.pdf (2,513 KB)

**AGREEMENT FOR THE CONSTRUCTION OF PID PROJECTS
AND REIMBURSEMENT OF ADVANCES**

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Agreement for the Construction of PID Projects and Reimbursement of Advances (this “Agreement”) is made and entered into as of the Effective Date by and between the City of Sachse, Texas, a Texas home-rule municipality (“City”) and PMB Station Developer LLC, a Texas limited liability company (together with any successors and assigns, “Owner”) (each individually, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, Owner owns approximately 133.933 acres of real property located in City’s corporate limits in Dallas County, Texas, which property is more particularly described on Exhibit A (the “Property”), attached hereto and incorporated herein by reference;

WHEREAS, effective October 3, 2018, the Parties entered into that certain Development Agreement setting forth certain terms and conditions relating to the development of the Property, said agreement being amended effective September 5, 2019 by that certain First Amendment to Development Agreement (collectively, the “Development Agreement”);

WHEREAS, in accordance with provisions of the Development Agreement, on January 22, 2019, and pursuant to Chapter 372, Texas Local Government Code, as amended (the “PID Act”), City’s City Council (the “City Council”) approved Resolution No. 3905, establishing the Sachse Public Improvement District No. 1 (the “PID”) and, on December 2, 2019, the City Council approved Resolution No. 3958, adding land to the PID;

WHEREAS, the Property, as presently described, is located fully within the boundaries of the PID;

WHEREAS, all notices relating to establishment and enlargement of the PID were published as required by the PID Act;

WHEREAS, Owner has incurred and/or intends to incur PID Project Costs in association with the design and construction of the PID Projects;

WHEREAS, the PID was created, in part, to finance the PID Projects;

WHEREAS, pursuant to Section 7.01 of the Development Agreement, a service and assessment plan (“SAP”) will be established and approved by City in accordance with the PID Act and the provisions of the Development Agreement, and shall establish, among other matters, the projected PID Project Costs;

1.02. PID Project Costs to be Funded by Owner. Owner shall promptly pay as the same become due all PID Project Costs incurred in connection with the PID Projects (the same being defined in the SAP as the "Authorized Improvements"); all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the PID Projects, including, without limitation, any on-site or off-site mitigation costs; and all costs arising in connection with the creation of the PID (the "Actual Costs"). City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the PID Projects but shall only be obligated to acquire and maintain the PID Projects and reimburse Owner in the manner and to the extent provided herein.

1.03. Security for PID Projects. In accordance with Section 4.04 of the Development Agreement, prior to completion and conveyance to City of any PID Project, Owner shall cause a two (2) year maintenance bond to be delivered to City in the amount required by City's subdivision regulations for applicable PID Projects. Nothing in this Agreement or the Development Agreement shall be deemed to prohibit Owner or City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to Owner or City with respect thereto so long as such delay in performance shall not subject the PID Project to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the PID Project is contested before conveyance of the PID Project to the City, Owner shall be required to post or cause the delivery of a surety bond in compliance with Texas Property Code §53.172 to indemnify against a mechanic's lien claim or, in the case of a judgment lien, a surety bond or letter of credit, whichever is preferred by City, in an amount reasonably determined by City, not to exceed 100% of the disputed amount.

1.04. Remaining Funds after Completion of a PID Project. Upon the final completion of a PID Project and payment of all outstanding invoices for such PID Project, if the PID Project Costs of such PID Project is less than shown in the SAP (a "Cost Underrun"), any remaining amounts in the PID Project Fund will be available to pay cost overruns on any other PID Project. City shall promptly confirm to the Administrator (as defined in the SAP) and the Indenture Trustee of the PID Bonds issued to finance such PID Project(s) that such remaining amounts are available to pay such cost overruns, and the Owner and the City will agree how to use such moneys to secure the payment and performance of the work for other PID Projects. Any Cost Underrun for any PID Project available to pay cost overruns on any other PID Project may be added to the amount approved for payment in any Certificate for Payment, in substantially the form attached hereto as Exhibit B.

1.05. Contracts and Change Orders. Owner shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as "Change Orders") required for the construction of a PID Project. Owner or its contractors may approve and implement any Change Orders even if such Change Order would increase the PID Project Cost of a PID Project, but Owner shall be solely responsible for payment of any cost overruns resulting from such Change Orders except to the extent amounts are available pursuant to Section 1.04 hereof. If any Change Order is for work that requires changes to be made by an engineer to the construction and design documents and plans previously approved under the Development Agreement, then such revisions made by an engineer must be submitted to City for approval by City's engineer

the proceeds of any PID Bonds and any other funds authorized or required by an Indenture into a PID Project Fund as provided in the applicable Indenture. Annual Installments shall be billed and collected by City (or by any person, entity or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds deposited into any fund under an Indenture shall only be used in accordance with the applicable Indenture. Funds in the PID Reimbursement Fund shall only be used to reimburse the Owner for PID Project Costs, plus applicable interest. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

2.02. Payment of Reimbursement Agreement Balance. Strictly subject to the terms, conditions and requirements and solely from the revenues herein provided, City agrees to pay to Owner, and Owner shall be entitled to receive from City, until the April 30th after the last Annual Installment is collected (the "Maturity Date"), a principal amount not to exceed TWENTY-THREE MILLION NINE HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED FIFTY FOUR AND NO/100 DOLLARS (\$23,951,854), (the "Reimbursement Agreement Balance"). The Reimbursement Agreement Balance shall bear simple interest on the unpaid Reimbursement Agreement Balance at the greater rate of (i) two percent (2.0%) above the highest Bond Buyer Revenue Bond Index published in The Bond Buyer, a daily publication that publishes this interest rate index approved by the City Council and reported in the month before the date the obligation was incurred (which is the date the City approves the applicable Assessment Ordinance levying the PID Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) or (ii) if PID Bonds are issued for the purpose of paying all or a portion of the outstanding Reimbursement Agreement Balance, the interest rate paid to Owner on the outstanding principal amount of the Reimbursement Agreement Balance shall be the same as the interest rate on such initial series of PID Bonds. The interest rate on any portion of the outstanding Reimbursement Agreement Balance shall be calculated based on the date the City accepts (i) by recording of the final plat in association with which the applicable PID Project(s) was/were constructed or (ii) if such PID Project is not constructed in association with development of Property within the boundaries of a specific recorded final plat, the latter of (y) the date the Director of CIP and Public Works or other authorized City representative provides written notice to Developer of acceptance for City ownership and maintenance the completed PID Project(s) and (z) the date the document conveying to City an easement in which such PID Project is located is recorded. The method for determining the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph has been approved by the City Council and is authorized by and complies with the PID Act, including specifically subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act. City's obligation to pay the Reimbursement Agreement Balance is payable solely from assessments, the PID Reimbursement Fund or from the proceeds of PID Bonds. Except as approved by the City Council, no other City funds, revenues, taxes, income or property shall be used to pay the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the PID Reimbursement Fund since the last payment. If there is a dispute over the amount of any

(2) Receipt of a bona fide bid for the PID Bonds through either competitive or negotiated sale;

(3) City shall not be obligated to issue PID Bonds in increments of less than \$1,000,000 unless such PID Bond issue is the last PID Bond issue anticipated to be issued by City; and

(4) The issuance of the PID Bonds and reimbursement to Owner are subject to the requirements of the PID Act.

2.04. Disbursements and Transfers at and after Bond Closing. The Parties agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to City, City will cause the Trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to City or Owner, as applicable, which costs may include payment for costs of issuance and payment of costs incurred in the establishment, administration and operation of the PID and any other eligible items expended by Owner and City as of the time of the delivery of the PID Bonds as described in the applicable Indenture and the SAP. In order to receive disbursement, Owner shall execute a Closing Disbursement Request, in substantially the form attached hereto as Exhibit C, to be delivered to City no less than fifteen (15) business days prior to the scheduled pricing date for the applicable series of PID Bonds for payment in accordance with the provisions of the applicable Indenture. In order to receive additional disbursements from the applicable fund under this Agreement or an Indenture, as applicable, Owner shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by City) from Owner, City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefore and with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve the PID Project Costs of such work specified in such Certificate for Payment. City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. Owner agrees to cooperate with City in conducting each such review and to provide City with such additional information and documentation as is reasonably necessary for City to conclude each such review. Not later than fifteen (15) business days following receipt of any Certificate for Payment, City shall either: (1) approve the Certificate for Payment and forward it to the Trustee for payment, or (2) provide Owner with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 2.02 hereof. City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment, and the Trustee shall make the disbursements as quickly as practicable thereafter. Upon receipt of a reviewed and approved Certificate for Payment, the Trustee shall make payment from the account designated in the Certificate for Payment pursuant to the terms of the Certificate for Payment and the applicable Indenture in an amount not to exceed the PID Project Cost for the particular Authorized Improvement (or its completed segment), unless a Cost Overrun amount has been approved for a particular Authorized Improvement. If a Cost Overrun amount has been approved, then the amount

3.02. PID Projects Constructed on City Land or Owner Land.

(a) If any PID Projects are to be constructed on land owned by City, City hereby grants to Owner, where applicable, a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the PID Project. The provisions for inspection and acceptance of such PID Projects otherwise provided herein shall apply.

(b) If the PID Projects are on land owned by Owner, Owner hereby grants to City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the PID Projects.

(c) The provisions for design, construction, inspection and acceptance of such PID Projects otherwise provided herein and in the Development Agreement shall apply, including, but not limited to, the provisions of Article IV of the Development Agreement.

3.03. Correction of Defects. Conveyance of the PID Projects to City shall not relieve Owner of liability for the correction of any existing engineering or construction defects then existing in the PID Projects or for satisfaction of any unpaid claim for materials or labor. City shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event Owner fails to promptly correct any such defect or satisfy any such claim, City may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, Owner shall pay City for City's costs in correcting any defect or satisfying any claim for defects including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs. Owner shall not be liable for maintenance and repair of the PID Projects after conveyance of the PID Projects to the City except for the application of any maintenance bond.

3.04. Survival or Representations. All representations, warranties and agreements of the Parties hereunder shall survive the conveyance of the PID Projects to City.

ARTICLE IV. Representations

4.01. Representations by Owner. Owner hereby represents to City that:

- (a) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by Owner;
- (b) this Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which Owner is a party; and
- (c) Owner has made financial arrangements sufficient to assure its ability to perform its obligations hereunder.

5.02. Default by City. In the event of default by City hereunder, Owner shall be entitled to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring City and its officers to observe and perform the covenants, obligations and conditions hereof to the extent allowed by law.

5.03. Future Performance. The failure of either Party to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other Party, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

ARTICLE VI. Miscellaneous

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

6.02. Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a “Notice”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by e-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the City: City of Sachse
 Attn: Mayor
 3815 Sachse Road, Building B
 Sachse, Texas 75048
 e-mail: mfelix@cityofsachse.com

 City of Sachse
 Attn: City Manager
 3815 Sachse Road, Building B
 Sachse, Texas 75048
 e-mail: gnash@cityofsachse.com

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

6.06. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

6.07. Term. Except as otherwise provided herein, this Agreement shall be in force and effect from the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

6.08. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the notice described by this section, unless otherwise separately agreed by the Parties or unless the Party whose obligation was suspended by the force majeure is prohibited by law to perform such obligation, in which case said Party shall perform such obligation(s) as soon as reasonably practical after the legal impediment to such performance has ended. The term “force majeure”, as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics and pandemics causing a disaster declaration by the State of Texas; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other incapacities of the Party, whether similar to those enumerated or otherwise, which are not within the control of the Party, which the Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party when such settlement is unfavorable to it in the judgment of such Party.

6.09. Conflict. In the event of a conflict between a provision of this Agreement and a provision of the Development Agreement, the conflicting provisions shall be construed to the extent possible to give both effect. Except where otherwise expressly stated in this Agreement,

accounts pertaining to the PID Assessments for so long as PID Bonds remain outstanding or any portion of the Reimbursement Agreement Balance remains unpaid.

6.14. No Waiver of Powers or Immunity. City does not waive or surrender any of its governmental powers, immunities or rights except as necessary to allow Owner to enforce its remedies under this Agreement.

6.15. Effective Date. This Agreement will become effective on the date it bears the signatures of authorized representatives of all of the Parties ("Effective Date"), regardless of whether those signatures are on the same or multiple counterparts.

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

6.17. Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

6.18. Employment of Undocumented Workers. During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Owner shall repay the amount of any Reimbursement Payment or other funds received by Owner from City from the date of this Agreement to the date of such violation within 120 days after the date Developer is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Owner or by a person with whom Owner contracts.

6.19. Boycott Israel. Owner verifies that Owner (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner) does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Section 808.001, Texas Government Code, as amended.

6.20. Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. As of the Effective Date, the Owner represents that, to the extent this Agreement constitutes a "governmental contract" within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 (as enacted by Acts 2017, 85th Leg., ch. 96, Senate Bill 253) or 2252.153 of the Texas Government Code.

6.21 Form 1295 Certificate of Interested Parties. Prior to its execution of this Agreement, Owner agrees to file with City pursuant to Texas Government Code 2252.908 a signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with TEC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts, each of equal dignity, on this _____ day of _____, 2020.

CITY OF SACHSE

By: _____
Gina Nash, City Manager

ATTEST:

By: _____
Michelle Lewis Siriani, City Secretary

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2020, by Gina Nash, City Manager of the City of Sachse, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

[SEAL]

Exhibit A
Description of the Property

DESCRIPTION OF TRACT 1

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being a portion of a 78.13-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 monument stamped "2662" found for the southeast corner of said 78.13-acre tract also lying at the intersection of the west line of Pleasant Valley Road, a variable width right-of-way with the north line of President George Bush Turnpike, a called 350.00 feet wide right-of-way, also for the beginning of a non-tangent curve to the left;

THENCE along the south line of said 78.13 acre tract and the north line of said President George Bush turnpike with said curve to the left having a radius of 7813.20 feet, a central angle of 06 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 to a 5/8-inch iron rod with cap stamped "TNP" set for the southwest corner of said 78.13 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 01 degrees 00 minutes 01 seconds West, along the common line of said 78.13-acre tract and said City of Sachse tract, a distance of 1038.64 feet to a 1/2-inch iron rod with cap stamped "NDM" found for the southwest corner 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 78.13-acre tract and last mentioned City of Sachse tract the following courses and distances:

North 89 degrees 22 minutes 43 seconds East, a distance of 76.91 feet to a 1/2-inch iron rod with cap stamped "NDM" found for corner;

North 26 degrees 33 minutes 56 seconds East, a distance of 113.49 feet to a 1/2-inch iron rod with cap stamped "NDM" found for corner;

North 20 degrees 41 minutes 28 seconds East, a distance of 220.44 feet to a 1/2-inch iron rod with cap stamped "HAT" found for corner;

North 36 degrees 49 minutes 51 seconds East, a distance of 336.02 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner;

North 05 degrees 13 minutes 42 seconds East, a distance of 238.67 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner;

THENCE South 89 degrees 49 minutes 07 seconds West, continuing along the west line of said Merritt Road, a distance of 19.40 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner;

THENCE South 00 degrees 58 minutes 54 seconds East, continuing along the west line of said Merritt Road, a distance of 166.49 feet to a 5/8-inch iron rod with cap stamped "TNP" set for corner;

THENCE South 87 degrees 23 minutes 36 seconds West, leaving the west line of said Merritt Road, a distance of 160.08 feet to a 1/2-inch iron rod found for the northeast corner of a tract of land described by deed to the City of Sachse 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 a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the northwest corner of same;

THENCE South 00 degrees 15 minutes 35 seconds East, along the west line of said City of Sachse tract, a distance of 381.16 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the southwest corner of same, also lying on the north line of the aforementioned pleasant Valley Drive;

THENCE South 89 degrees 07 minutes 35 seconds West along the north line of said pleasant Valley Road, a distance of 562.19 feet to a 1/2-inch iron rod with cap stamped "HALFF" found for the beginning of a curve to the left;

THENCE with said curve to the left having a radius of 236.92 feet, a central angle of 89 degrees 51 minutes 53 seconds, an arc length of 371.59 feet, a chord bearing of South 44 degrees 14 minutes 35 seconds West, a distance of 334.66 feet to a 1/2-inch iron rod found for corner;

THENCE South 00 degrees 35 minutes 07 seconds East, a distance of 88.22 feet to the POINT OF BEGINNING, containing 3,312,431 Square Feet, or 76.043 Acres of land.

DESCRIPTION OF TRACT 2

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 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.

DESCRIPTION OF TRACT 4

BEING a tract of land situated in the Richard Copeland Survey, abstract No. 228, also being a portion of a 33.63-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 "TNP" set for the northeast corner of a right-of-way dedication for Miles Road, a variable width right-of-way to the City of Sachse as

THENCE along the east line of said Miles Road the following courses and distances:

North 01 degree 04 minutes 22 seconds West, a distance of 309.36 feet to a 5/8-inch iron rod with cap stamped "TNP" set for an angle point in same;

North 03 degrees 17 minutes 48 seconds East, a distance of 144.44 feet to a 5/8-inch iron rod with cap stamped "TNP" set for an angle point in same;

North 01 degrees 04 minutes 34 seconds West, a distance of 83.55 feet to the POINT OF BEGINNING, containing 379,379 Square Feet, or 8.709 Acres of land.

DESCRIPTION OF TRACT 5

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;

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.

DESCRIPTION OF TRACT 7

BEING a tract of land situated in the SAMUEL COMPTON SURVEY, ABSTRACT NO. 368, City of Sachse, Dallas County, Texas and being a portion of a tract of land as described in deed to Donald K. McClain, recorded in Volume 73241, Page 1582, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "WAI" found for corner at the intersection of the northerly right-of-way line of President George Bush Turnpike (variable width right-of-way) and the east right-of-way line of Pleasant Valley Road (60' right-of-way);

THENCE North 00 deg 22 min 24 sec West, departing said northerly right-of-way line and along said east right-of-way line, a distance of 93.16 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" found for corner and the beginning of a curve to the right having a radius of 176.92 feet, a central angle of 89 deg 49 min 11 sec, a chord bearing of North 44 deg 10 min 00 sec East and a chord length of 249.81 feet;

THENCE, continuing along the easterly and southeasterly right-of-way line of said Pleasant Valley Road and along said curve to the right, an arc distance of 277.35 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" found for corner;

THENCE North 88 deg 50 min 52 sec East, along the south right-of-way line of said Pleasant Valley Road, a distance of 286.91 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" found for corner, said iron rod being the northwest corner of a portion of a tract of land as described in deed to Maurice L. McClain, recorded in Volume 73241, Page 1582, D.R.D.C.T.;

THENCE South 00 deg 36 min 18 sec East, departing the south right-of-way line of said Pleasant Valley Road and along the west line of said Maurice L. McClain tract, a distance of 332.98 feet to a point for corner, from which a TXDOT (Texas Department of Transportation) aluminum monument found bears South 73 deg 55 min 58 sec East, a distance of 1.57 feet, said point being situated in the north right-of-way line of said President George Bush Turnpike, and being the beginning of a non-tangent curve to the left having a radius of 7,815.00 feet, a central angle of 03 deg 25 min 29 sec, a chord bearing of North 83 deg 15 min 24 sec West and a chord length of 467.04 feet;

THENCE along said north right-of-way line and along said non-tangent curve to the left, an arc distance of 467.11 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 3.022 acres or 131,637 square feet of land, more or less.

DESCRIPTION OF TRACT 8

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner at the northeast end of a corner clip at the intersection of the west right-of-way line of Merritt Road (variable width right-of-way) and the north right-of-way line of Pleasant Valley Road (variable width right-of-way, at this point);

THENCE South 36 deg 54 min 43 sec West, along said corner clip, a distance of 45.33 feet to a 1/2-inch iron rod with plastic cap stamped "PACHECO" found for corner at the southwest end of said corner clip, said iron rod being situated in said north right-of-way line and being the beginning of a non-tangent curve to the right having a radius of 3,454.00 feet, a central angle of 02 deg 02 min 15 sec, a chord bearing of South 85 deg 36 min 08 sec West and a chord length of 122.82 feet;

THENCE along said north right-of-way line and said non-tangent curve to the right, an arc distance of 122.83 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" set for corner;

THENCE North 00 deg 15 min 34 sec West, departing the north right-of-way line of said Pleasant Valley Road, a distance of 364.30 feet to a 3/8-inch iron rod found for corner;

THENCE North 86 deg 49 min 47 sec East, a distance of 151.77 feet to a 1/2-inch iron rod with red plastic cap stamped "WAI" found for corner, said iron rod being situated in the west right-of-way line of said Merritt Road;

THENCE South 00 deg 02 min 08 sec West, along said west right-of-way line, a distance of 327.03 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 1.245 acres or 54,216 square feet of land, more or less.

DESCRIPTION OF TRACT 10

BEING a tract of land situated in the SAMUEL COMPTON SURVEY, ABSTRACT NO. 368, City of Sachse, Dallas County, Texas and being a portion of a tract of land as described in deed to Stan McClain, recorded in Volume 2005117, Page 8527, Deed Records, Dallas County, Texas (D.R.D.C.T.) and a portion of a tract of land as described in deed to Stan McClain and Laura McClain, recorded in Document No. 201500028951, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "PACHECO" found for corner at the northwest end of a corner clip at the intersection of the west right-of-way line of Merritt Road (variable width right-of-way) and the south right-of-way line of Pleasant Valley Road (variable width right-of-way, at this point);

THENCE South 47 deg 40 min 11 sec East, along said corner clip, a distance of 16.95 feet to a 1/2-inch iron rod with plastic cap stamped "PACHECO" found for corner at the southeast end of said corner clip, said iron rod being situated in said west right-of-way line;

THENCE North 89 deg 18 min 06 sec East, departing the west line and along the south line of said Earlene Jones Drain tract, a distance of 144.00 feet to an axle found for corner, said axle being the southeast corner of said Earlene Jones Drain tract;

THENCE North 00 deg 42 min 54 sec West, departing the south line and along the east line of said Earlene Jones Drain tract, a distance of 126.03 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the south right-of-way line of said Pleasant Valley Road (variable width right-of-way, at this point), and being the beginning of a non-tangent curve to the left having a radius of 3,545.00 feet, a central angle of 01 deg 07 min 05 sec, a chord bearing of North 85 deg 19 min 02 sec East and a chord length of 69.17 feet;

THENCE along said south right-of-way line and along said non-tangent curve to the left, an arc distance of 69.17 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 2.569 acres or 111,889 square feet of land, more or less.

DESCRIPTION OF TRACT 11

Being a 0.406 acre tract of land situated in the Zach Motley Survey, Abstract Number 1009, Dallas County, Texas, and being all of a tract of land to Earlene Jones Drain as recorded in Instrument Number 201500080747 of the Official Public Records of Dallas County, Texas and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod with cap stamped "W.A.I. 5714" found lying on the south line of Pleasant Valley Road, (a variable width R.O.W.) for the northeast corner of said Drain tract;

THENCE South 00 degrees 42 minutes 54 seconds East departing the south line of said Pleasant Valley Road and along the east line of said Drain tract, a distance of 126.03 feet to an Axle found for the occupied southeast corner of said Drain tract;

THENCE South 89 degrees 18 minutes 06 seconds West along the south line of said Drain tract, a distance of 144.00 feet to a 5/8 inch iron pipe found for the occupied southwest corner of said Drain tract;

THENCE North 00 degrees 42 minutes 54 seconds West along the west line of said drain tract, a distance of 120.34 feet to a 1/2 inch iron rod with cap stamped "W.A.I. 5714" found for the northwest corner of said drain tract lying on the south line of said Pleasant Valley road and at the beginning of a curve to the left;

THENCE with said curve to the left along the south line of said Pleasant Valley Road, having a radius of 3545.00 feet, a central angle of 02 degrees 19 minutes 46 seconds, an arc length of 144.12 feet, a chord bearing of North 87 degrees 02 minutes 28 seconds East, a distance of

Northeasterly, along said non-tangent curve to the left through a central angle of $08^{\circ}21'44''$, having a radius of 1550.00 feet, a chord bearing of North $03^{\circ}08'21''$ 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 $01^{\circ}02'31''$ 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 $41^{\circ}40'$ 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 $46^{\circ}17'27''$ East, a distance of 32.97 feet to a 5/8 inch iron rod with red plastic stamped "TNP" found for corner;

North $88^{\circ}57'30''$ 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 $45^{\circ}49'$ East, 0.2 feet;

Northeasterly, along said tangent curve to the left through a central angle of $45^{\circ}57'00''$, having a radius of 755.00 feet, a chord bearing of North $65^{\circ}59'01''$ 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 $69^{\circ}15'$ East, 0.3 feet;

North $43^{\circ}00'31''$ 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 $68^{\circ}18'$ East, 0.3 feet;

Northeasterly, along said tangent curve to the right through a central angle of $16^{\circ}00'32''$, having a radius of 555.00 feet, a chord bearing of North $51^{\circ}00'47''$ 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 $05^{\circ}00'48''$ 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:

Exhibit B

Form of Certificate for Payment

The undersigned is an agent for _____ (“Owner”) and requests payment from [the applicable account of the PID Project Fund]/[the PID Reimbursement Fund] from the City of Sachse, Texas (“City”) in the amount of _____ (\$ _____) for labor, materials, fees and/or other general costs related to the creation, acquisition or construction of certain PID Projects providing a special benefit to property within the Sachse Public Improvement District No. 1 (the “District”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Reimbursement Agreement between Owner and City (the “Reimbursement Agreement”).

In connection to the above-referenced payment, Owner represents and warrants to City as follows:

1. The undersigned is a duly authorized officer of Owner, is qualified to execute this Certificate for Payment on behalf of Owner and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced PID Projects has not been the subject of any prior payment request submitted for the same work to City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the PID Projects below is a true and accurate representation of the Costs associated with the acquisition, installation or construction of said PID Projects, and such costs are in compliance with the Reimbursement Agreement and consistent with the SAP.
4. Owner is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, Owner Continuing Disclosure Agreement, Development Agreement (as defined in the Reimbursement Agreement) and the SAP.
5. Owner is current on all ad valorem property taxes and PID assessments on property owned by Owner within the PID.
6. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.
7. The work with respect to the PID Projects referenced below (or its completed segment) has been completed, and City has inspected such PID Projects (or its completed segment).
8. Owner agrees to cooperate with City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for City to complete said review.

APPROVAL OF REQUEST BY CITY

City is in receipt of and acknowledges the attached Certificate for Payment, acknowledges that the PID Projects (or its completed segment) covered by said certificate have been inspected by City and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, City approves the Certificate for Payment and shall include said payments in the City Certificate submitted to the trustee directing payments to be made from the [PID Project Fund]/[PID Reimbursement Fund] to Owner or to any person designated by Owner.

CITY OF SACHSE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____, 202__

7. Owner agrees to cooperate with City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

By: _____

Name: _____

Title: _____

**Agenda Item Details**

Meeting	Jul 20, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	6. Consider, discuss and act on a proposed boundary adjustment agreement made by and between the City of Sachse, Texas and the City of Murphy, Texas for the common boundary along the Maxwell Creek Road / McCreary Road right-of-way.
Access	Public
Type	Action, Discussion, Information
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve as presented.

Public Content**OVERVIEW**

- The proposed boundary adjustment between the City of Sachse and the City of Murphy is intended to address and clean up the shared boundary between the two cities as a result of development and road improvements.
- Currently, there is a City of Sachse lift station located within the City of Murphy along a shared common boundary of the Maxwell Creek Road / McCreary Road right-of-way.
- The existing boundary does not provide Sachse with efficient use and development of its city services to the lift station.
- The City of Sachse and Murphy desire to modify their mutual boundary to allow Murphy to release the lift station to allow Sachse to include the lift station within its city limits and to modify two other areas along Maxwell Creek Road / McCreary Road.
- Both cities have met and agreed on a mutually acceptable boundary which is in the best interest of the residents of each city.
- The boundary adjustment agreement will need to be acted upon by the City of Murphy prior to the new boundary becoming official.

POLICY CONSIDERATIONS

There are no policy considerations with this item.

RECOMMENDATION

Approve the boundary adjustment agreement.

Sachse-Murphy Boundary Adjustment Agreement.pdf (1,082 KB)

Staff Presentation - Boundary Adjustment Agreement - City of Murphy.pdf (1,011 KB)

Boundary Adjustment Agreement between Sachse & Murphy

CITY COUNCIL

JULY 20, 2020



Request

Consider and act on a proposed boundary adjustment agreement made by and between the City of Sachse, Texas and the City of Murphy, Texas for the common boundary along the Maxwell Creek Road / McCreary Road right-of-way.



Overview

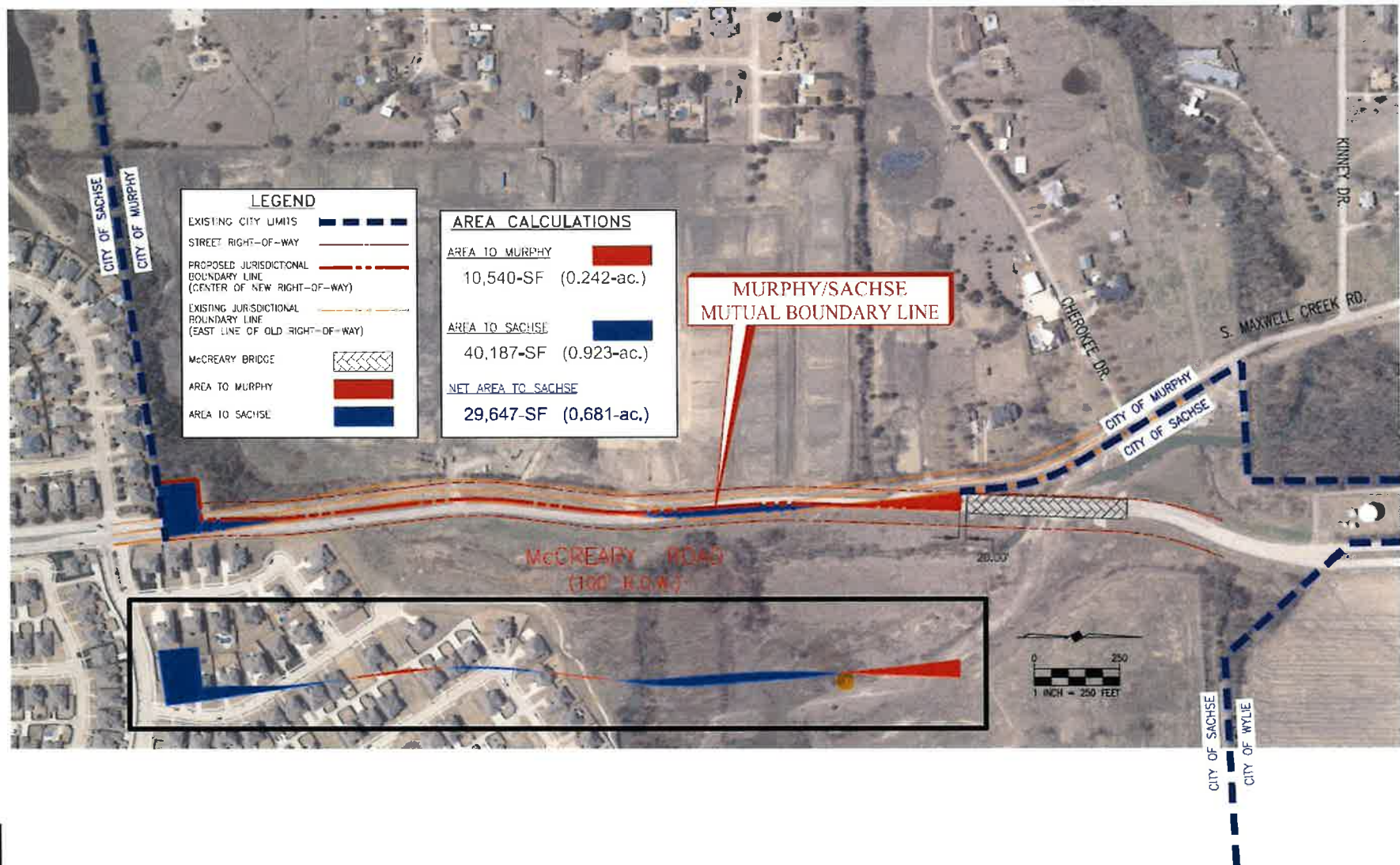
- Currently a City of Sachse lift station is located within the City of Murphy's City limits along a common shared boundary.
- The boundary line along Maxwell Creek Road / McCreary Road also creates maintenance and enforcement issues as the boundary does not follow the right-of-way.
- Both cities have met and agreed on a mutually acceptable boundary.



Slide 4

MR1

Matt Robinson, 06/10/2020



Staff Recommendation

- Staff recommends approval of the proposed boundary adjustment agreement.
- The agreement will need to be acted upon by the City of prior to the new boundary becoming official.



STATE OF TEXAS §
§ BOUNDARY ADJUSTMENT AGREEMENT
COUNTY OF COLLIN §

This Boundary Adjustment Agreement (“Agreement”) is made by and between the City of Sachse, Texas (“Sachse”) and the City of Murphy, Texas (“Murphy”) (individually “City” and collectively referred to as the “Cities”), acting by and through their authorized representatives.

Recitals:

WHEREAS, pursuant to Section 43.015 of the Texas Local Government Code adjacent municipalities may make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, the Cities share a common boundary along the McCreary Road right-of-way; and

WHEREAS, the Sachse Lift Station Property (“Lift Station”) is located in Murphy, Texas under this existing common boundary; and

WHEREAS, this existing boundary does not presently provide Sachse with efficient use and development of its City services to the Lift Station; and

WHEREAS, the Cities desire to modify their mutual boundary to allow Murphy to release the Lift Station so as to allow Sachse to include the Lift Station within its city limits and to modify two other areas along McCreary Road as depicted on Exhibit “A” (which includes a diagram with area calculations of which properties are conveyed to each City and a Field Note Description); and

WHEREAS, representatives of Sachse and Murphy have met and agreed on a mutually acceptable boundary which is in the best interest of the citizens of each City;

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

Article I
Statement of Intent

It is the intent of the Cities to modify their respective boundaries in the following manner:

To accomplish this objective, Murphy agrees to release the Lift Station so as to allow Sachse to include the same within its city limits and to modify two areas along McCreary Road as shown on Exhibit “A”.

Article II

Release of Territory

Murphy agrees to release and exchange the Lift Station Property and Cities agree to exchange the areas along McCreary Road, which are more particularly described and identified in Exhibit "A" which is attached hereto and made a part herein by reference, which will hereby allow Sachse to include the Lift Station Property within its City Limits.

Article III

Waiver of Extraterritorial Jurisdiction

Murphy does hereby waive all of its extraterritorial jurisdiction rights existing by reason of the property described in Section II in favor of Sachse. It is expressly agreed and understood that this waiver shall operate only in favor of Sachse, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which Murphy may be able to assert against any other municipality. Sachse does hereby waive all of its extraterritorial jurisdiction rights existing by reason of the property described in Section II in favor of Murphy. It is expressly agreed and understood that this waiver shall operate only in favor of Murphy, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which Sachse may be able to assert against any other municipality.

Article IV

Service Plans

Upon ratification and adoption of this Agreement by the City Council of Sachse, Sachse does hereby agree to immediately begin implementation into the affected area of the service plan attached hereto and made a part of this Agreement as Exhibit "B". Upon ratification and adoption of this Agreement by the City Council of Murphy, Murphy does hereby agree to immediately begin implementation into the affected area of the service plan attached hereto and made a part of this Agreement as Exhibit "C".

Article V

Effective Date

Sachse and Murphy agree that this Agreement shall take effect only upon ratification and adoption by the governing body of each City.

(signature pages to follow)

EXECUTED this _____ day of _____, 2020.

City of Sachse, Texas

By: _____
Gina Nash, City Manager

Attest:

By: _____
Michelle Lewis-Sirianni, City Secretary

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(06-09-2020:TM116112)

EXECUTED this _____ day of _____, 2020.

City of Murphy, Texas

By: _____
Name: _____
Title: _____

Attest:

By: _____
Susie Quinn, City Secretary

Approved as to Form:

Andy Messer, City Attorney

EXHIBIT "A"

Depiction and Description

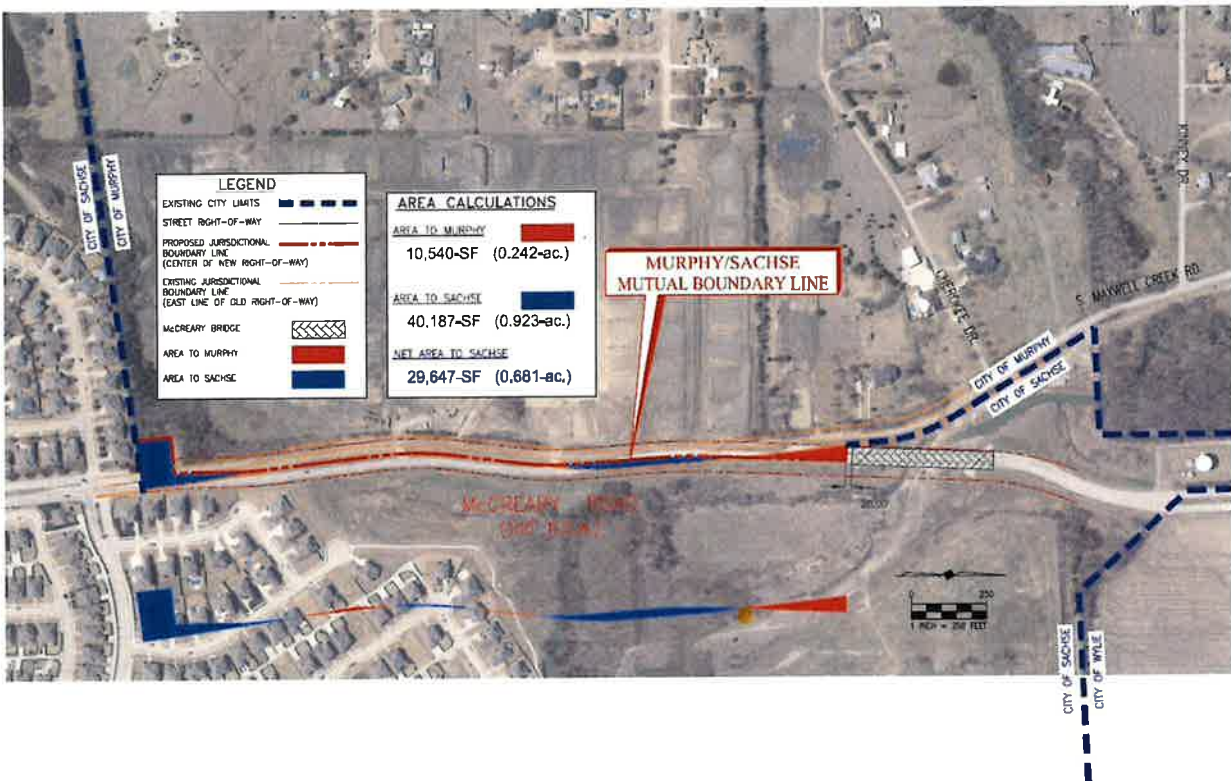


EXHIBIT "A"

**CITY OF MURPHY / CITY OF SACHSE
MUTUAL BOUNDARY LINE AGREEMENT**

FIELD NOTE DESCRIPTION

Being a boundary line for corporate jurisdiction in the William Sachse Survey, Abstract No. 835, Collin County, Texas, in the Elizabeth Sachse Survey, Abstract No. 802, Collin County, Texas, and in the Daniel Herring Survey, Abstract No. 402, Collin County, Texas, said boundary line being along the center of McCreary Road right-of-way, an existing 100-foot wide right-of-way as defined in the following documents filed for record in the Deed Records, Collin County, Texas (DRCCT):

- a) Instrument No. 20080214000174700, File Date 02/14/2008
- b) Instrument No. 20080723000893540, File Date 07/23/2008
- c) Bluff Creek Estates Phase I Addition, Final Plat, Instrument No. 20190425010001900, File Date 04/25/2019

Said boundary line being more particularly described as follows:

BEGINNING at a point in the current south city limit line of City of Murphy and in the current north city limit line of City of Sachse, said POINT OF BEGINNING being at the southwest property corner of Lot 4-X, Tract 2, of said Bluff Creek Estates Phase I Addition and in the north property line of Lot 44R, Block 2, Sachse Farms Addition Replat, an addition to the City of Sachse as shown by the replat recorded in Instrument No. 20080805010002860, DRCCT, said Point of Beginning bears S 81°39'16" W, a distance of 73.08 feet from the southeast property corner of said Lot 4-X, said property corner being at the intersection of the west line of said McCreary Road right-of-way with the current south city limit line of City of Murphy;

THENCE, N 05°38'59" W, departing the south city limit line of City of Murphy and the north city limit line of City of Sachse, being along the west property line of said Lot 4-X, a distance of 118.27 feet to a point for corner at the northwest property corner of said Lot 4-X;

THENCE, N 84°21'01" E, being along the course of the north property line of said Lot 4-X, a distance of 122.99 feet to a point for corner, said point being in the center of said McCreary Road right-of-way and at the beginning of a non-tangent curve to the right, said curve having a radius of 860.00 feet, a central angle of 05°22'55", and a chord bearing and distance of N 02°57'33" W, 80.75 feet;

THENCE, following the meanderings of the centerline of said McCreary Road right-of-way in a northerly direction, the following calls for course and distance:

- 1) THENCE, along said curve to the right, an arc distance of 80.78 feet to a point for tangency;
- 2) THENCE, N 00°16'06" W, a distance of 120.08 feet to the beginning of a tangent curve to the left, said curve having a radius of 860.00 feet, a central angle of 06°22'52", and a chord bearing and distance of N 03°27'32" W, 95.73 feet;
- 3) THENCE, along said curve to the left, an arc distance of 95.78 feet to a point for tangency;
- 4) THENCE, N 06°38'58" W, a distance of 397.01 feet to the beginning of a tangent curve to the right, said curve having a radius of 1000.00 feet, a central angle of 14°01'52", and a chord bearing and distance of N 00°21'58" E, 244.28 feet;
- 5) THENCE, along said curve to the right, an arc distance of 244.89 feet to a point for tangency;

EXHIBIT "A"

- 6) THENCE, N 07°22'55" E, a distance of 197.19 feet to the beginning of a tangent curve to the left, said curve having a radius of 1000.00 feet, a central angle of 11°40'00", and a chord bearing and distance of N 01°32'54" E, 203.27 feet;
- 7) THENCE, along said curve to the left, an arc distance of 203.62 feet to a point for tangency;
- 8) THENCE, N 04°17'06" W, a distance of 238.94 feet to the beginning of a tangent curve to the right, said curve having a radius of 2000.00 feet, a central angle of 06°27'15", and a chord bearing and distance of N 01°03'28" W, 225.17 feet;
- 9) THENCE, along said curve to the right, an arc distance of 225.29 feet to a point for tangency;
- 10) THENCE, N 02°10'09" E, a distance of 430.77 feet to a point for corner, said point being approximately 20-feet south of the southern expansion joint for the McCreary Road bridge southern bridge approach slab and in the centerline of said McCreary Road right-of-way;

THENCE N 87°49'51" W, departing the centerline of said McCreary Road right-of-way, a distance of 52.31 feet to the POINT OF TERMINATION, said Point of Termination being in the current east city limit line City of Murphy and in the west city limit line of City of Sachse, said Point of Termination also being in the east line of South Maxwell Creek Road right-of-way, a 60-foot wide prescriptive right-of-way.

Notes:

1. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. BASIS OF BEARING: Basis of bearing of this plat & field note description is the calls in the Final Plat of Bluff Creek Estates Phase I, an addition to City of Murphy, Texas, recorded in Instrument No. 20190425010001900; said Final Plat being based on Texas State Coordinate System, North Central Zone (4202), NAD '83.
3. A plat of even date accompanies this field note description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

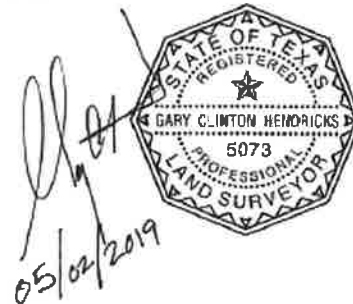
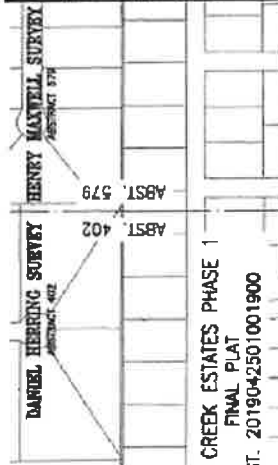
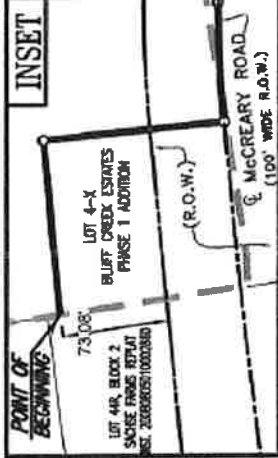


EXHIBIT "A"

PAGE 3 OF 3

INSET



**MURPHY/SACHSE
MUTUAL BOUNDARY LINE**

**POINT OF
TERMINATION**

**POINT OF
BEGINNING**
(SEE INSET)

EXISTING 100' WIDE RIGHT-OF-WAY
CITY OF SACHSE INST. 20060214000174700
CITY OF MURPHY INST. 2019042501001900

BLUFF CREEK ESTATES PHASE 1
FINAL PLAT
INST. 2019042501001900

SACHSE FARMS
VOL. R, PG. 68, DIRECT

KINNEY DR.

S. MAXWELL CREEK RD.

CITY OF MURPHY

CITY OF SACHSE

CHEROKEE CR.

ABST. 579

ABST. 835

ABST. 402

ABST. 802

ABST. 802

ABST. 802

ABST. 802

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**MCCREE ROAD
(100' WIDE R.O.W.)**

EXISTING
100' WIDE RIGHT-OF-WAY
CITY OF WYLE
INST. 20060723000893540
C.D.=225.17

CURVE DATA
A=627.15'
R=2000.00'
T=112.77'
L=225.29'
C.B.=N 01°03'28" W
C.D.=225.17'

CURVE DATA
A=1140.00'
R=1000.00'
T=102.16'
L=203.62'
C.B.=N 01°32'54" E
C.D.=203.27'

CURVE DATA
A=1470.52'
R=1000.00'
T=123.06'
L=244.89'
C.B.=N 03°27'32" W
C.D.=244.28'

CURVE DATA
A=522.55'
R=950.00'
T=40.42'
L=80.78'
C.B.=N 02°57'33" W
C.D.=80.75'

CURVE DATA
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R=950.00'
T=40.42'
L=80.78'
C.B.=N 02°57'33" W
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L=80.78'
C.B.=N 02°57'33" W
C.D.=80.75'

LEGEND	
EXISTING CITY LIMITS	---
STREET RIGHT-OF-WAY	---
PROPOSED JURISDICTIONAL BOUNDARY LINE	---



1. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. BASES OF BEARING: Basis of bearing of this plat & field note description is the coils in the First Plat of Bluff Creek Estates Phase 1, an addition to City of Murphy, Texas, recorded in Instrument No. 20190425010001900; said First Plat being based on Texas State Coordinate System, North Central Zone (4202), NAD '83.
3. A field note description of each data accompanies this plat.

CITY OF MURPHY - CITY OF SACHSE BOUNDARY LINE AGREEMENT

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TYPE Firm No. 526; TEPUS Firm No. 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

MAY 2019

EXHIBIT "B"
Sachse Service Plan

As required by Texas Local Government Code Section 43.056, following is the Service Plan for the property more particularly described and identified in Exhibit "A".

As the result of a series of negotiations, the Cities of Sachse and Murphy have agreed to a boundary adjustment covering the property described and identified in the Boundary Adjustment Agreement.

A. Police Protection:

The City provides municipal police protection to its residents, including routine patrols throughout the City and law enforcement services upon call. Upon effective date of the annexation, said services will also be made available to the Annexation Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area.

B. Fire Protection and Emergency Medical Services:

The City has a full-time, career fire department, under the direction of the Fire Chief, Assistant Fire Chief, and Fire Marshal and EMS Captain, to provide fire protection and paramedic-level emergency medical services. Upon the effective date of the annexation, said services will also be made available to the Annexation Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area. The existing residents in the Annexation Area already have this service at their disposal since it is a part of the Emergency Services District #2.

C. Solid Waste Collection:

The City's solid waste collection is provided by private companies contracted by the City. Upon the effective date of the annexation, the City will provide solid waste collection to the Annexation Area on the same basis as it is made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Individual property owners who have an existing contract with private waste collection providers shall be allowed to continue such service for a period not to exceed 2 years from the date of the annexation. A City fee for waste collection services shall not be applied to any such property owner who at the time of annexation utilizes and continues to utilize a private solid waste collection service. Such prohibition on the application of a City fee shall be established for a maximum of 2 years from the effective date of annexation. City fees and prohibitions on solid waste collection may be imposed by the City after said 2-year time period.

D. Water and Wastewater Service and Maintenance Water

Water

Routine maintenance of the existing public water system, which is not within the service area of other water service providers, will begin in the Annexation Area on the same basis as other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area (upon the effective date of annexation). Except, however, areas

served by other water service providers will have their existing service maintained under that provider's jurisdiction. Private water lines and mains shall be maintained by their owner(s) in accordance with City policies applicable throughout the City.

In locations where exclusive rights have been granted to another water utility (e.g., Sardis-Lone Elm WSC or Mountain Peak SUD), by contract or through a Certificate of Convenience and Necessity (CCN) for the provision of water service, the City shall petition said water provider for the extension of said system to serve properties within the annexed land area. Such petition shall be in accordance with current City policies and the City's Subdivision Ordinance such that said properties shall be served to an extent and on the same basis as other parts of the City with similar topography, land uses, population densities and other applicable criteria.

Where such properties do not fall within the exclusive service area of another water service provider, service shall be made in conjunction with new development in accordance with the City's policies contained in the City's Subdivision Rules and Regulations, adopted by Ordinance No. 88-14, as may be amended from time to time. After the installation and dedication of such improvements, by the relevant property owner, and acceptance by the City, the City shall maintain said facilities. If no such new development occurs, the City shall extend its water system to service properties in the Annexation Areas on the same basis as other areas of the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Any required construction of capital improvements necessary to meet this objective will begin within two and one-half (2½) years after the effective date of annexation and be substantially complete within four and one-half (4½) years after that date or in accordance with applicable law. Appropriate facilities to be constructed shall generally conform to the water facilities plan.

Wastewater

Wastewater treatment in the Annexation Area, where such facilities exist, is currently provided by individually owned and maintained on-site systems. Improvements to and extension of the City's sewer system, to service the annexed properties, will be made in conjunction with new development in accordance with City policies and the City's Subdivision Rules and Regulations, adopted by Ordinance No. 88-14, as may be amended from time to time, such that construction of said sewer facilities shall be required by the relevant land owners. After installation and dedication of such facilities by the relevant property owner and acceptance by the City, the City shall maintain said facilities.

If no such new development occurs, the City shall extend its sewer system to service properties in the Annexation Areas on the same basis as other areas of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Connections to City sanitary sewer lines and mains will be accomplished in accordance with City rules and policies applicable to the City in general, and as wastewater collection systems are extended to this general area. Development within the Annexation Area may initially be subject to utilization of individually owned and maintained on-site treatment systems. Wastewater service to the Annexation Area will be provided on the same basis as other areas of the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Any required construction of capital improvements necessary

to meet this objective will begin within two and one-half (2½) years after the effective date of annexation and be substantially complete within four and one-half (4 ½) years after that date or in accordance with applicable law. Appropriate facilities to be constructed shall generally conform to the wastewater facilities plan.

The City, may by mutual consent with affected property owners, agree to postpone this schedule for the provision of capital improvements where both the City and the relevant land owners agree that such an extension of the City sewer system would not be in the mutual interests of all parties to such an agreement.

E. Maintenance of Roads, Streets, and Street Lighting:

Public roads, streets, and street lighting exist within the annexed property. The City shall begin maintenance of current roads and streets within the Annexation Areas upon the effective date of the annexation. Such streets and roads shall be maintained in their current condition and shall be included in the City's Capital Improvements Plan for upgrading, resurfacing and/or improvement on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Any such resurfacing or upgrade shall be made in accordance with current City policies and adopted Standard Construction Details or as approved by the City Engineer.

F. Parks, Playgrounds and other Public Recreation Facilities and Services:

Existing public parks, playgrounds, and other public recreation facilities, if any exist and dedicated to and accepted by the City within the Annexation Area will be maintained in their present condition by the City upon the effective date of the annexation. Property owners and residents of the Annexation Area may use the existing public parks, playgrounds, and other recreation facilities and service of the City on the same basis as other residents of the City.

G. Public Library Services and Other Publicly Owned Facilities, Buildings and Services:

Existing public libraries and other publicly owned facilities and buildings, if any exist and dedicated to and accepted by the City within the Annexation Area, will be maintained in their present condition by the City upon the effective date of the annexation. Property owners and residents of the Annexation Area may use the existing public libraries and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City.

H. General Municipal Administration:

General municipal administration services will be available to the Annexation Area upon the effective date of the annexation.

This Service Plan provides for full municipal services to the Annexation Area that are adequate to serve the Annexation Area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Further, said municipal services are equal to or greater than

the services and level of such services in existence in the Annexation Area immediately preceding the effective date of annexation. This Service Plan does not constitute a right to a superior level of services in the Annexation Area. The City retains its authority to adjust programs on a city-wide basis to provide more effective services through changes in operating procedures and standards. The City also retains the authority to adjust services on a city-wide basis should economic or emergency circumstances dictate. This service plan shall be valid for a term of 10 years. The service plan shall not be amended unless public hearings are held in accordance with Section 43.052 of the Local Government Code.

EXHIBIT "C"

Murphy Service Plan

As required by Texas Local Government Code Section 43.056, following is the Service Plan for the property more particularly described and identified in Exhibit "A".

As the result of a series of negotiations, the Cities of Sachse and Murphy have agreed to a boundary adjustment covering the property described and identified in the Boundary Adjustment Agreement.

A. Police Protection:

The City provides municipal police protection to its residents, including routine patrols throughout the City and law enforcement services upon call. Upon effective date of the annexation, said services will also be made available to the Annexation Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area.

B. Fire Protection and Emergency Medical Services:

The City has a full-time, career fire department, under the direction of the Fire Chief, Assistant Fire Chief, and Fire Marshal, to provide fire protection and paramedic-level emergency medical services. Upon the effective date of the annexation, said services will also be made available to the Annexation Area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

C. Solid Waste Collection:

The City's solid waste collection is provided by third party vendor contracted by the City. Upon the effective date of the annexation, the City will provide solid waste collection to the Annexation Area on the same basis as it is made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. City fees will be imposed immediately upon the effective date of annexation.

D. Water and Wastewater Service and Maintenance Water

Water

Routine maintenance of the existing public water system, which is not within the service area of other water service providers, will begin in the Annexation Area on the same basis as other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area (upon the effective date of annexation). Except, however, areas served by other water service providers will have their existing service maintained under that provider's jurisdiction. Private water lines and mains shall be maintained by their owner(s) in accordance with City policies applicable throughout the City.

In locations where exclusive rights have been granted to another water utility (e.g., Sardis-Lone Elm WSC or Mountain Peak SUD), by contract or through a Certificate of Convenience and Necessity (CCN) for the provision of water service, the City shall petition said water provider for the extension of said system to serve properties within the annexed land area. Such petition shall

be in accordance with current City policies and the City's Subdivision Ordinance such that said properties shall be served to an extent and on the same basis as other parts of the City with similar topography, land uses, population densities and other applicable criteria.

Where such properties do not fall within the exclusive service area of another water service provider, service shall be made in conjunction with new development in accordance with the City's policies contained in the City's Subdivision Design Standards, adopted by Ordinance No. 28.03, as may be amended from time to time. After the installation and dedication of such improvements, by the relevant property owner, and acceptance by the City, the City shall maintain said facilities. If no such new development occurs, the City shall extend its water system to service properties in the Annexation Areas on the same basis as other areas of the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Any required construction of capital improvements necessary to meet this objective will begin within two and one-half (2½) years after the effective date of annexation and be substantially complete within four and one-half (4½) years after that date or in accordance with applicable law. Appropriate facilities to be constructed shall generally conform to the water facilities plan.

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Wastewater treatment in the Annexation Area, where such facilities exist, is currently provided by individually owned and maintained on-site systems. Improvements to and extension of the City's sewer system, to service the annexed properties, will be made in conjunction with new development in accordance with City policies and the City's Subdivision Design Standards, adopted by Ordinance No. 28.03, as may be amended from time to time, such that construction of said sewer facilities shall be required by the relevant land owners. After installation and dedication of such facilities by the relevant property owner and acceptance by the City, the City shall maintain said facilities.

If no such new development occurs, the City shall extend its sewer system to service properties in the Annexation Areas on the same basis as other areas of the City with land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Connections to City sanitary sewer lines and mains will be accomplished in accordance with City rules and policies applicable to the City in general, and as wastewater collection systems are extended to this general area. Development within the Annexation Area may initially be subject to utilization of individually owned and maintained on-site treatment systems. Wastewater service to the Annexation Area will be provided on the same basis as other areas of the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the Annexation Area. Any required construction of capital improvements necessary to meet this objective will begin within two and one-half (2½) years after the effective date of annexation and be substantially complete within four and one-half (4 ½) years after that date or in accordance with applicable law. Appropriate facilities to be constructed shall generally conform to the wastewater facilities plan.

The City, may by mutual consent with affected property owners, agree to postpone this schedule for the provision of capital improvements where both the City and the relevant land owners agree that such an extension of the City sewer system would not be in the mutual interests of all parties to such an agreement.

E. Maintenance of Roads, Streets, and Street Lighting:

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