City of Sachse, Texas

Meeting Agenda

City Council

Monday, June 19, 2017 | **7:30 PM** | **Council Chambers**

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, June 19, 2017, at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

Invocation and Pledges of Allegiance to U.S. and Texas Flags.

A. Pledge of Allegiance to the Flag of the United States of America: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible, with liberty and justice for all.

B. Pledge of Allegiance to the Texas State Flag: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

1. CONSENT AGENDA.

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests.

17-3855 Approve the minutes of the June 5, 2017 workshop meeting.

Attachments: 06.05.17 Minutes Workshop

17-3856 Approve the minutes of the June 5, 2017 regular meeting.

Attachments: 06.05.17 Minutes

17-3850 Approve a resolution awarding the bid for the construction of The Bunker Hill Sanitary Sewer Upgrade project to Wilson Contractor Services, LLC.

Attachments: Presentation
Resolution
Exhibit 1

17-3852 Approve an Interlocal Agreement renewing services with the City of Plano to offer training to city employees.

Attachments: Interlocal Agreement

17-3858 Approve an Interlocal Agreement with Dallas County for the administration of the CDBG and HOME programs for fiscal years 2018, 2019 and 2020.

Attachments: CDBG Resolution

CDBG Agreement

CDBG Notification Letter - Sachse

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

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the microphone and state your name and address for the record. If your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement.

4. REGULAR AGENDA ITEMS.

17-3851 Conduct a public hearing and take any action regarding the application of the Skorburg Company requesting a waiver from the Code of Ordinances, Chapter 8 Subdivisions, to permit the design and construction of a non-standard roadway in the City of Sachse, Texas.

17-3859 Discuss and consider the Memorandum of Understanding (MOU) between the City of Sachse and the Friends of Sachse Parks and Recreation

Attachments: Presentation

Friends of Sachse Parks MOU

17-3861 Consider an ordinance authorizing the issuance of and sale of City of Sachse, Texas, Combination Tax and Surplus Revenue Certificates of Obligations, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Attachments: Presentation

Certificate Ordinance 2017 CO's

17-3863 Discuss street expansion and maintenance projects related to the Fiscal Year 2017-2018 budget.

Attachments: 2017-2018 CIP - Street Expansion

2017-2018 CIP - Street Maintenance

17-3866 Discuss and receive input on the City's FY 2017-2018 Strategic Plan.

Attachments: 2017-2018 Strategic Plan

17-3860 Consider a resolution authorizing the City Manager to execute an agreement with LaFollett & Abbott, PLLC to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2017.

Attachments: Presentation

Resolution

17-3862 Discuss proposed revisions to Chapter 11 (Zoning) of the Code of Ordinances, to adopt Architectural Design Standards.

Attachments: Presentation

Proposed Regulations

5. EXECUTIVE SESSION.

17-3864 The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Real Property: to deliberate the purchase, sale and license of real property generally located in the mid-west part of the City.

Consider any action as a result of Executive Session.

6. ADJOURNMENT.

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

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

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

Posted: June 16, 2017; 5:00 p.m.

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Michelle Lewis Sirianni, City Secretary

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

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3855	**Version:**	1	**Name:**	June 5, 2017 Council workshop minutes.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/12/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	Approve the minutes of the June 5, 2017 workshop meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06.05.17 Minutes Workshop				

Date	Ver.	Action By	Action	Result

Title
June 5, 2017 workshop minutes.

Background
Minutes of the June 5, 2017 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the June 5, 2017 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

JUNE 5, 2017

The City Council of the City of Sachse held a workshop meeting on Monday, June 5, 2017 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Charlie Ross, Council Members Brett Franks, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; City Attorney, Joe Gorfida; Human Resources Director, Melinda Walter; Public Works and Engineering Director, Greg Peters; Finance Director, Teresa Savage; Parks and Recreation Director, Lance Whitworth; Community Development Director, Dusty McAfee; Police Chief, Bryan Sylvester, and Fire Chief, Marty Wade.

Mayor Felix called the meeting to order at 6:33 p.m.

ETHICS POLICY: Discussion of City Council interest in the creation of an Ethics Policy.

Mayor Felix asked the members of Council if there was any interest in pursuing.

Councilman King stated that he wanted to gauge the interest of Council on this item and work directly with the City's legal staff to craft something specific for them. Councilman Bickerstaff agreed and is open to explore their options. Councilman Watkins also agreed to explore having a policy and to see what other cities have. Mayor Pro Tem Ross stated if pursued, he would like the policy to address how and who enforces it, what happens if the policy is violated, and how does policy address state law and items crafted specifically for the City. Councilman Franks is in favor of pursuing. Councilman Adams asked the City Attorney out of the number of cities they represent, how many currently have a policy. Mr. Gorfida responded that about half of the cities they represent have an ethics/code of conduct policy. Mr. Gorfida stated these polices are drafted by the Council and usually also apply to all appointed Boards and Commissions, etc. Mayor Felix agreed to pursue.

The consensus of Council was to pursue an Ethics Policy and direct the City Attorney to craft one tailored for the City of Sachse.

STORMWATER UTILITY RATE STUDY: Receive and discuss update on Stormwater Utility Rate Study.

Mrs. Nash stated that staff worked with the consultant, Freese and Nichols on the stormwater utility study. Recommendation and findings of the study will be presented to Council including short and long term projects and solutions. Staff is seeking feedback and direction on what policy and implementation items the Council would like staff to return to them for consideration.

Mr. Peters presented Council with an overview of the study process and how they got where they are today. The process included engaging the public, identifying needs, cost assessment, policy review, committee meetings, and rate modeling. The public input received was utilized in identifying areas with stormwater needs, and identifying options for funding the stormwater needs of the community. There were 26 locations of existing drainage concerns identified. Each location was visited and the consultant prepared reports for each focus area.

Trey Shanks with Freese and Nichols, presented Council with the methodology for their recommendations, which included identifying the stormwater needs, evaluating the stormwater utility, and developing recommendations based on a fee structure, rate and services funded. The steering committee recommended the following: establishing a utility to fund general storm system maintenance activities with a single tier system for single-family residential properties, and a calculated rate per "ERU" for non-residential properties, maintain adopted rate for a minimum of five years, provide no exemptions, continue funding compliance activities through the general fund, capital stormwater projects through the General Fund, if a future sales and use tax for park development is approved, consider incorporating drainage improvements to be funded within those.

Mr. Peters discussed policy considerations including maintenance responsibility and development requirements, rate considerations and how the fee compares to other cities. Mr. Peters stated the fee being recommended is $1.66 flat rate for residential and $1.66/ERU for non-single family residential.

Mrs. Nash stated staff is seeking input and direction regarding city policies for stormwater and what maintenance is the city's responsibility and what is the property owner's responsibility, and development requirements for new construction. Staff is also seeking feedback on the stormwater funding and the recommendation(s) of using the General Fund for capital projects, the Stormwater Utility Fund for maintenance needs, and the General Fund for compliance needs. Staff will return to Council with action items based upon feedback received.

Council discussed recommendations. Council agreed that they would like to see the policy changed to allow for the city to have access on private property with easements that cities may need to access to repair, Council agreed with the flat tier rate, and having one larger detention area versus several. The Council also discussed the Long Branch watershed and how to potentially fix these areas. The Council agreed with the recommendations regarding the stormwater funding as indicated above.

Mrs. Nash gave a proposed timeline of when items would be brought back to Council. Draft ordinances and public notices would take place within July and August, final ordinances and public hearings to take place in September with the implementation of the utility in October and becoming effective January 1, 2018.

No further comments were made.

ADJOURNMENT:

At 7:52 p.m. Mayor Felix adjourned the meeting.

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MIKE J. FELIX, MAYOR

ATTEST:

_____
Michelle Lewis Sirianni, City Secretary

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3856	**Version:**	1	**Name:**	June 5, 2017 Council minutes.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/12/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	Approve the minutes of the June 5, 2017 regular meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06.05.17 Minutes				

Date	Ver.	Action By	Action	Result

Title
June 5, 2017 regular minutes.

Background
Minutes of the June 5, 2017 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the June 5, 2017 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

JUNE 5, 2017

The City Council of the City of Sachse held a regular meeting on Monday, June 5, 2017 at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Charlie Ross, Council Members Brett Franks, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Community Development Director, Dusty McAfee; Parks and Recreation Director, Lance Whitworth; Finance Director, Teresa Savage; Human Resources Director, Melinda Walter; Director of Public Works and Engineering, Greg Peters; Fire Chief, Marty Wade, and Police Chief, Bryan Sylvester.

Mayor Felix opened the meeting at 8:07 p.m.

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

OATHS OF OFFICE: Administer Oath of Office to recently elected Council Members.

Mayor Felix administered the Oath of Office to Paul Watkins, Place 3 and Bill Adams, Place 4.

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

17-3827 Approve the minutes of the May 15, 2017 workshop meeting.

17-3828 Approve the minutes of the May 15, 2017 regular meeting.

17-3779 Approve a Memorandum of Understanding (MOU) with Dallas County regarding the Techshare Prosecutor program.

17-3830 Accept the Monthly Revenue and Expenditure Report for the period ending April 30, 2017.

Councilman Bickerstaff made a motion to approve items 17-3827, 17-3828, 17-3779, and 17-3830. Mayor Pro Tem Ross seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman Franks stated that the movie in the park has been rescheduled to Saturday, June 10 due to weather. The movie featured will be *Star Wars: The Force Awakens*.

Mayor Pro Tem Ross stated the Library is currently holding their food drive through June 10 and will kick off the Summer Reading program on Saturday beginning at 10:00 a.m. On June 14, the Library will be showing the *LEGO Bateman* movie at 2:00 p.m., on June 15 at 11:00 a.m., David Chicken will be at the Library, and on June 17 at 11:30 a.m., *Beauty and the Beast* movie will be playing. Mayor Pro Tem Ross stated that the Library now has access to over 70,000 e-books and e-audio books and encouraged everyone to take advantage of having access to these items.

Mayor Felix stated the annual Red, White, and Blue Blast will take place on Monday, July 3 at Heritage Park.

17-3833 Proclamation recognizing the Sachse Historical Society, organizations, and individuals that assisted in bringing the Vietnam Veterans Moving Wall to the City of Sachse over Memorial Day weekend.

Councilman Franks expressed his gratitude and thanked the many organizations and individuals who organized, volunteer, and help bring the Vietnam Veterans Moving Wall to the City.

Mayor Felix read and presented a Proclamation to Bobby Tillman and Jim Mathis of the Sachse Historical Society for all their efforts bringing the Vietnam Veterans Moving Wall to the City.

17-3806 Proclamation recognizing the week of June 5-11, 2017 as National Public Works Week in the City of Sachse.

Mayor Felix read and presented a Proclamation to the Public Works staff recognizing National Public Works week.

CITIZENS INPUT:

Dianne Pray, 5824 Boone Street, stated she lives in a non-HOA community and expressed her concerns regarding the regulation of animals. Ms. Pray asked Council to consider new regulations when it comes to animals including mandatory spay and neutering.

Ben Peacock, 5108 Brook Hollow, expressed his concerns with the drainage on his property and the damage that is being caused by five other houses. Mr. Peacock would like the city to repair this issue.

Mary Saatoff, 4108 Emerson Way, asked Council to consider looking at making ramps ADA compliant when repairs are done to streets/sidewalks so that the ramps are more feasible to use.

REGULAR AGENDA ITEMS:

17-3825 Consider the appointment of Mayor Pro Tem.

Councilman Adams made a nomination and motion to appoint Councilman Watkins as Mayor Pro Tem. Mayor Pro Tem Ross seconded that motion and the motion was unanimously approved.

17-3829 Receive citizen input for the 2017-2018 Fiscal Year Budget.

Mrs. Nash stated no action is required on this item, but allows for early citizen comments regarding the FY 2017-2018 budget.

Mayor Felix opened the floor for public input.

No comments were made.

17-3816 Consider an ordinance amending the Code of Ordinances by amending Chapter 6 titled "Health and Sanitation" by amending Section 6-4 titled "Firearms" by restating Subsection 6-4 (A) titled "Discharge of Firearms Prohibited" and by repealing Subsection 6-4 (B) titled "Possession of Concealed Handgun in City Buildings Prohibited" in its entirety to comply with state law that permits license holders the ability to carry in City buildings except at meetings of the governmental body where appropriate signs are posted in accordance with state law.

Mrs. Lewis Sirianni stated this amendment would bring the City's Code of Ordinance up to date in accordance with current State Law. The amendment is stated so that any future state law changes would be in compliance and not require and further amendments.

Mayor Pro Tem Watkins made a motion to approve an ordinance amending the Code of Ordinances by amending Chapter 6 titled "Health and Sanitation" by amending Section 6-4 titled "Firearms" by restating Subsection 6-4 (A) titled "Discharge of Firearms Prohibited" and by repealing Subsection 6-4 (B) titled "Possession of Concealed Handgun in City Buildings Prohibited" in its entirety to comply with state law that permits license holders the ability to carry in City buildings except at meetings of the governmental body where appropriate signs are posted in accordance with state law. Councilman King seconded that motion and the motion was unanimously approved.

17-3831 Consider a resolution approving the terms and conditions of a mutual aid agreement for North Central Texas Public Works.

Mr. Peters introduced this item stating that the agreement for consideration allows the City to formerly enter and participate with other Public Works Departments within the region to provide assistance during an emergencies and/or disaster situation as well as request assistance. The agreements provides terms and conditions by which the City can choose to assist other neighboring

communities. It is a non-binding agreement, but will formalize the City's participation in the group.

Councilman King made a motion to approve a resolution approving the terms and conditions of a mutual aid agreement for North Central Texas Public Works. Councilman Ross seconded that motion and the motion was unanimously approved.

EXECUTIVE SESSION: The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074 Personnel: regarding the yearly review of the City Manager.

At 9:04 p.m., the Council recessed into Executive Session.

At 11:57 p.m., the Council reconvened back into regular session.

Councilman Bickerstaff made a motion to approve a 4% increase in the annual base salary, amending Section 3 to add an annual City contribution of 4% of the employee's annual base salary into a 457(b) deferred plan of choice, amend Section 9 regarding vacation and sick time to read that the CM received three weeks of vacation upon commencement that may be taken any time and after one year shall receive four weeks of paid vacation with a maximum accrual or carryover of 520 hours. Mayor Pro Tem Watkins seconded that motion and the motion was unanimously approved.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 12:00 a.m.

_____

MIKE J FELIX, MAYOR

ATTEST:

_____

Michelle Lewis Sirianni, City Secretary

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3850	**Version:** 1	**Name:**	Bunker Hill Sanitary Sewer Upgrade Project
Type:	Agenda Item		**Status:**	Agenda Ready
File created:	6/8/2017		**In control:**	City Council
On agenda:	6/19/2017		**Final action:**	
Title:	Approve a resolution awarding the bid for the construction of The Bunker Hill Sanitary Sewer Upgrade project to Wilson Contractor Services, LLC.			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Presentation Resolution Exhibit 1			

Date	Ver.	Action By	Action	Result

Title
Award Bid for Bunker Hill Sanitary Sewer Upgrade project to Wilson Contractor Services, LLC.

Background
The existing 15-inch sanitary sewer main from Bunker Hill Road to the southeast corner of Sewell Elementary is undersized. As the City continues to grow, this main is in need of replacement with a much larger pipe. The proposed 30-inch sewer pipe will provide the necessary sewer capacity needed for build-out of the community.

The City Council included funding for construction of the project in the Fiscal Year 2012-13 Budget as shown in the FY 2016-2017 Capital Improvement Plan. The engineering design was completed in 2013. However, the property owner of the tract of land on the south side of Sewell Elementary was unwilling to dedicate the necessary easement for the project.

The property was recently sold to a developer, allowing the City to be able to work with the new property owner. City staff worked with the developer of the Senior living project on Miles Road to secure the final easement needed for the project. The developer agreed to provide the easement at no cost to the City.

The project was advertised for bid in the Sachse News, and through an online bid advertising website, www.civcast.com. City Staff held a non-mandatory pre-bid meeting on May 23rd. Staff issued one addendum on Friday, May 26th. Staff opened bids on June 6th. Twelve bids were received. A tabulation of the bids recieved is provided in Exhibit 1. The lowest qualified bidder is Wilson Contractor Services, LLC, with a bid of $692,147.63.

Wilson Contractor Services, LLC has recently completed several projects in the City of Sachse, including the 3rd sewer connection to Garland.

Construction is planned to begin this summer.

Policy Considerations
The project is identified in the City of Sachse Capital Improvement Plan.

Budgetary Considerations
The FY 16-17 Capital Improvement Plan includes funding for construction of the project in the amount of $775,000.00 through Sanitary Sewer Impact Fees.

Staff Recommendations
Approve a resolution awarding the bid for the construction of The Bunker Hill Sanitary Sewer Upgrade project to Wilson Contractor Services, LLC, in an amount not to exceed six hundred ninety-two thousand one hundred forty-seven dollars and sixty-three cents ($692,147.63).

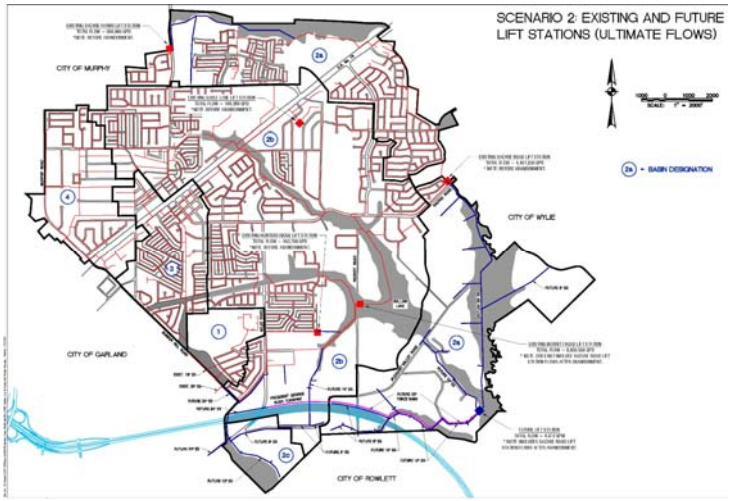
Bunker Hill Sanitary Sewer Upgrade

City Council

June 19, 2017

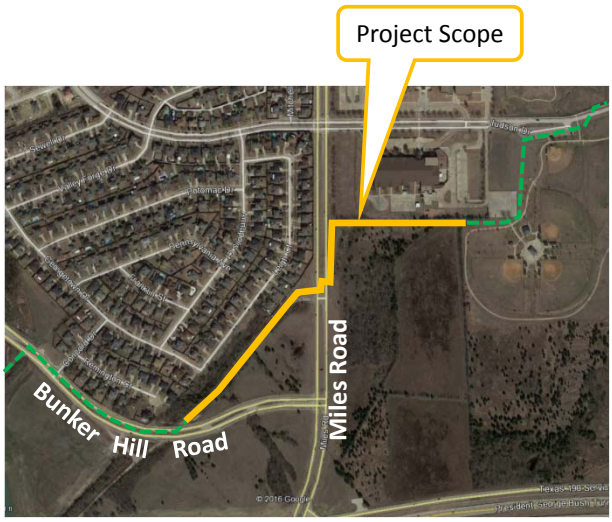
Overview

- Project Need & Scope
- Project Status
- Project Funding
- Bid Process
- Staff Recommendation



Project Need & Scope

- The existing 15-inch sanitary sewer main from Bunker Hill Road to the southeast corner of Sewell Elementary is undersized.
- As the City continues to grow, this main is in need of replacement with a much larger pipe.
- The proposed 30-inch sewer pipe will provide the necessary sewer capacity needed for build-out of the community.
- The project will also alleviate concerns regarding sewer smell near Miles Road and Old Miles Road, and sewer overflows in the area during large rainfall events (due to infiltration)

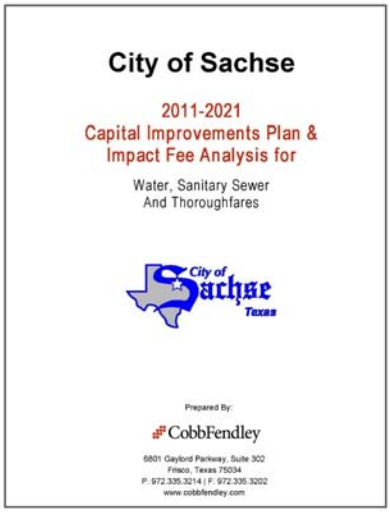


Project Status

- The engineering design was completed in 2013.
- However, the property owner of the tract of land on the south side of Sewell Elementary was unwilling to dedicate the necessary easement for the project.
- The property was recently sold to a developer, allowing the City to be able to work with the new property owner.
- City staff worked with the developer of the Senior living project on Miles Road to secure the final easement needed for the project. The developer agreed to provide the easement at no cost to the City.

Project Funding

- The City Council originally included funding for construction of the project in the Fiscal Year 2012-13 Budget as shown in the FY 2016-2017 Capital Improvement Plan.
- The FY 16-17 Capital Improvement Plan includes funding for construction of the project in the amount of $775,000.00 through Sanitary Sewer Impact Fees.


City of Sachse

2011-2021
Capital Improvements Plan &
Impact Fee Analysis for

Water, Sanitary Sewer
And Thoroughfares

City of Sachse Texas

Prepared By:

CobbFendley

6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
P: 972.335.3214 | F: 972.335.3202
www.cobbfendley.com

Bid Process

- The project was advertised for bid in the Sachse News, and through an online bid advertising website, www.civcast.com.
- City Staff held a non-mandatory pre-bid meeting on May 23rd. Based upon the questions received, staff issued one addendum on Friday, May 26th.
- Bids were opened and publicly read aloud on June 6th. Twelve bids were received.
- The lowest qualified bidder is Wilson Contractor Services, LLC, with a bid of $692,147.63.
- Wilson Contractor Services, LLC has recently completed several projects in the City of Sachse, including the 3rd sewer connection to Garland.
- Construction is planned to begin this summer, after the Red White & Blue Blast.

Staff Recommendation

- Staff recommends approval of a resolution awarding the bid for the construction of The Bunker Hill Sanitary Sewer Upgrade project to Wilson Contractor Services, LLC, in an amount not to exceed six hundred ninety-two thousand one hundred forty-seven dollars and sixty-three cents ($692,147.63); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AWARDING THE BID FOR THE CONSTRUCTION OF THE BUNKER HILL SANITARY SEWER UPGRADE PROJECT TO WILSON CONTRACTOR SERVICES, LLC, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED NINETY-TWO THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS AND SIXTY-THREE CENTS ($692,147.63); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for a contractor to construct sanitary sewer improvements in the City of Sachse Texas in order to improve the capacity of the public sanitary sewer system; and

WHEREAS, the project is listed as a project in the 2016-2017 City of Sachse Capital Improvement Plan;

WHEREAS, the project is included in the 10-year Capital Improvement Plan and Impact Fee Study; and

WHEREAS, the project funding source for the project includes funding from the Sanitary Sewer Impact Fees for the City of Sachse, Texas; and

WHEREAS, the total City funding for the project shall not exceed $692,147.63; and

WHEREAS, the City has taken sealed bids and City staff is recommending award to the lowest responsible bidder meeting the specifications; and

WHEREAS, the City Council of the City of Sachse, Texas desires to award the contract.

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

Section 1: That the Bid for the construction of the Bunker Hill Sanitary Sewer Upgrade project is hereby awarded to Wilson Contractor Services, LLC, in an amount not to exceed six hundred ninety-two thousand one hundred forty-seven dollars and sixty-three cents ($692,147.63).

Section 2: That the City Manager is authorized to execute an agreement with Wilson Contractor Services, LLC, in a form approved by the City Attorney.

Section 3: That this resolution shall take effect immediately from and upon its adoption and it is so resolved.

RESOLVED this 19th day of June, 2017. CITY OF SACHSE, TEXAS

_____
Mike J. Felix, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, City Secretary

Bid Date: Tuesday, June 6, 2017
Bid Time:2:00 PM

City of Sachse
Bunker Hill Sanitary Sewer Upgrade

KSA Project No. SAC.003

				Wilson Contractor Services, LLC 3985 Mingo Road Denton, TX 76208 Phone 940-243-1174 Fax 940-898-1175		Wildstone Construction Co. 12850 Hwy 287 Fort Worth, TX 76052 Phone 817-847-8660		Acadia Services, LLC 1510 Selmek Street Grand Prairie, TX 75050 Phone 469-999-0852		Mountain Cascade of Texas, LLC 11729 East FM 917 Alvarado, TX76009 Phone 817-783-3094 Fax 817-783-3097		Blackrock Construction 1475 Heritage Pkwy, STE 113 Mansfield, TX 76053 Phone 512-738-6700 Fax 512-392-4623		ANA Site Construction, LLC 10100 Horseshoe Nail Dr Pilot Point, TX 76258 Phone 817-751-4975		Blue Star Utilities, LLC 103 W. Broad Street Mansfield, TX 76063 Phone 817-539-9950		Excel Trenching 628 E. HWY 80 Sunnyvale, TX 75182 Phone 214-475-3561		Quality Excavation, LTD 5580 US Highway 377 Aubrey, TX 76227 Phone 940-365-0800 Fax 940-365-5961		Harrison Walker & Harper 2510 South Church Street Paris, TX 75460 Phone 903-783-3679		Saber Development Corporation P.O. Box 540186 Dallas, TX 75354-0186 Phone 214-366-1300 Fax 214-366-1303		Reyes Group 1520 Parker Road Grand Prairie, TX 7550 Phone 214-260-3535 Fax 214-260-3536	
BID NO.	DESCRIPTION (with unit price in words)	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	Bid Schedule 1.00																												
1.01	Mobilization, Insurance and Bonds (Not to Exceed 3% as shown and specified)	LS	1	$13,000.00	$13,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$14,000.00	$14,000.00	$16,100.00	$16,100.00	$24,030.00	$24,030.00	$18,000.00	$18,000.00	$19,000.00	$19,000.00	$19,332.00	$19,332.00	$15,000.00	$15,000.00	$30,000.00	$30,000.00
1.02	Clearing and Grubbing as shown and specified	LS	1	$2,550.00	$2,550.00	$9,300.00	$9,300.00	$14,000.00	$14,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$36,020.00	$36,020.00	$9,625.00	$9,625.00	$12,000.00	$12,000.00	$40,000.00	$40,000.00	$3,948.00	$3,948.00	$5,000.00	$5,000.00	$11,500.00	$11,500.00
1.03	Stormwater Pollution Prevention as shown and specified	LS	1	$4,806.70	$4,806.70	$16,800.00	$16,800.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$8,660.00	$8,660.00	$1,650.00	$1,650.00	$6,500.00	$6,500.00	$7,500.00	$7,500.00	$5,823.00	$5,823.00	$800.00	$800.00	$8,500.00	$8,500.00
1.04	Testing of Sanitary Sewer Mains and Manholes as shown and specified	LF	1293	$6.09	$7,874.37	$3.00	$3,879.00	$1.00	$1,293.00	$3.00	$3,879.00	$4.00	$5,172.00	$2.35	$3,038.55	$3.00	$3,879.00	$7.00	$9,051.00	$2.50	$3,232.50	$2.00	$2,586.00	$2.50	$3,232.50	$2.00	$2,586.00
1.05	Temporary Bypass Pumping as shown and specified	LS	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
1.06	Furnish and Install 30" Dia. SDR-26 PVC Sanitary Sewer Pipe as shown and specified	LF	1293	$127.39	$164,715.27	$114.00	$147,402.00	$145.00	$187,485.00	$128.00	$165,504.00	$175.00	$226,275.00	$159.10	$205,716.30	$143.00	$184,899.00	$184.00	$237,912.00	$180.00	$232,740.00	$186.30	$240,885.90	$271.00	$350,403.00	$215.00	$277,995.00
1.07	Furnish & Install 42" Dia. Steel Encasement for 30" Dia. Sewer Pipe by Bore as shown and specified	LF	155	$748.09	$115,953.95	$700.00	$108,500.00	$800.00	$124,000.00	$700.00	$108,500.00	$555.00	$86,025.00	$502.80	$77,934.00	$765.00	$118,575.00	$800.00	$124,000.00	$900.00	$139,500.00	$688.20	$106,671.00	$692.00	$107,260.00	$1,050.00	$162,750.00
1.08	Furnish & Install 4" Diameter SDR-35 PVC Pipe Sanitary Sewer Lateral and Connections as shown and specified	LF	250	$33.95	$8,487.50	$30.00	$7,500.00	$30.00	$7,500.00	$50.00	$12,500.00	$92.50	$23,125.00	$40.75	$10,187.50	$55.00	$13,750.00	$8.00	$2,000.00	$25.00	$6,250.00	$90.60	$22,650.00	$35.00	$8,750.00	$54.00	$13,500.00
1.09	Furnish & Install 5' Dia. Concrete Manhole, Epoxy Lined as shown and specified	EA	3	$8,855.44	$26,566.32	$6,700.00	$20,100.00	$8,500.00	$25,500.00	$12,000.00	$36,000.00	$8,500.00	$25,500.00	$9,235.00	$27,705.00	$8,996.00	$26,988.00	$8,600.00	$25,800.00	$15,000.00	$45,000.00	$22,117.00	$66,351.00	$9,300.00	$27,900.00	$18,000.00	$54,000.00
1.10	Furnish & Install 5' Dia. Vented Concrete Drop Manhole, Epoxy Lined as shown and specified	EA	1	$11,395.44	$11,395.44	$10,400.00	$10,400.00	$13,000.00	$13,000.00	$14,000.00	$14,000.00	$12,000.00	$12,000.00	$12,480.00	$12,480.00	$14,620.00	$14,620.00	$11,000.00	$11,000.00	$18,000.00	$18,000.00	$20,582.20	$20,582.20	$10,500.00	$10,500.00	$22,000.00	$22,000.00
1.11	Connect Proposed Sanitary Sewer to Existing Sanitary Sewer as shown and specified	EA	2	$6,075.00	$12,150.00	$7,200.00	$14,400.00	$10,000.00	$20,000.00	$4,000.00	$8,000.00	$1,000.00	$2,000.00	$6,870.00	$13,740.00	$8,913.00	$17,826.00	$13,000.00	$26,000.00	$9,500.00	$19,000.00	$10,867.80	$21,735.60	$10,000.00	$20,000.00	$8,400.00	$16,800.00
1.12	Furnish & Install Asphalt Pavement Repair as shown and specified	SY	60	$98.00	$5,880.00	$205.00	$12,300.00	$90.00	$5,400.00	$145.00	$8,700.00	$90.00	$5,400.00	$95.00	$5,700.00	$443.00	$26,580.00	$200.00	$12,000.00	$80.00	$4,800.00	$36.50	$2,190.00	$60.00	$3,600.00	$65.00	$3,900.00
1.13	Barricades, Signs, and Traffic Control as shown and specified	LS	1	$4,600.00	$4,600.00	$3,600.00	$3,600.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$4,500.00	$4,500.00	$8,475.00	$8,475.00	$11,000.00	$11,000.00	$15,000.00	$15,000.00	$1,200.00	$1,200.00	$22,626.00	$22,626.00	$3,725.00	$3,725.00	$3,100.00	$3,100.00
1.14	Abandon Existing Manholes as shown and specified	EA	10	$850.00	$8,500.00	$2,550.00	$25,500.00	$1,000.00	$10,000.00	$2,000.00	$20,000.00	$1,200.00	$12,000.00	$1,385.00	$13,850.00	$2,649.00	$26,490.00	$2,000.00	$20,000.00	$1,200.00	$12,000.00	$2,215.50	$22,155.00	$500.00	$5,000.00	$1,730.00	$17,300.00
1.15	Trench Safety & Excavation Safety as shown and specified	LF	1293	$5.62	$7,266.66	$2.00	$2,586.00	$1.00	$1,293.00	$1.00	$1,293.00	$3.00	$3,879.00	$10.10	$13,059.30	$1.00	$1,293.00	$6.00	$7,758.00	$3.00	$3,879.00	$10.30	$13,317.90	$2.00	$2,586.00	$1.90	$2,456.70
1.16	Topsoil, Seed, and Fertilizer as shown and specified	SY	1900	$2.50	$4,750.00	$10.00	$19,000.00	$1.00	$1,900.00	$2.00	$3,800.00	$3.00	$5,700.00	$9.20	$17,480.00	$9.00	$17,100.00	$12.00	$22,800.00	$2.00	$3,800.00	$2.90	$5,510.00	$5.00	$9,500.00	$6.60	$12,540.00
1.17	Furnish & Install Permanent Steel Gate as shown and specified	LS	1	$2,050.00	$2,050.00	$2,900.00	$2,900.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$6,325.00	$6,325.00	$2,750.00	$2,750.00	$8,800.00	$8,800.00	$2,000.00	$2,000.00	$5,196.80	$5,196.80	$2,900.00	$2,900.00	$4,100.00	$4,100.00
1.18	Furnish & Install Project Sign as shown and specified	EA	1	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$600.00	$600.00	$1,200.00	$1,200.00	$1,095.00	$1,095.00	$1,100.00	$1,100.00	$3,000.00	$3,000.00	$850.00	$850.00	$1,591.40	$1,591.40	$450.00	$450.00	$600.00	$600.00
1.19	Connect to Existing Force Main (that empties into the manhole at STA 23+27.38 to the Existing Force Main on [illegible]	LS	1	$5,350.00	$5,350.00	$6,500.00	$6,500.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$5,475.00	$5,475.00	$9,674.00	$9,674.00	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$9,726.80	$9,726.80	$20,000.00	$20,000.00	$7,980.00	$7,980.00
1.20	Miscellaneous Contingency Allowance	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Total Bid Schedule 1.00 Amount				**$486,896.21**		**$503,667.00**		**$519,871.00**		**$515,276.00**		**$521,776.00**		**$563,040.65**		**$591,829.00**		**$651,621.00**		**$641,251.50**		**$672,878.60**		**$676,606.50**		**$731,607.70**
	Bid Schedule 2.00																										
2.01	Mobilization, Insurance and Bonds (Not to Exceed 3% as shown and specified)	LS	1	$5,600.00	$5,600.00	$8,300.00	$8,300.00	$3,000.00	$3,000.00	$14,000.00	$14,000.00	$10,000.00	$10,000.00	$8,140.00	$8,140.00	$24,030.00	$24,030.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00	$9,284.47	$9,284.47	$7,000.00	$7,000.00	$15,000.00	$15,000.00
2.02	Clearing and Grubbing as shown and specified	LS	1	$2,550.00	$2,550.00	$6,500.00	$6,500.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$19,055.00	$19,055.00	$9,625.00	$9,625.00	$11,800.00	$11,800.00	$40,000.00	$40,000.00	$2,269.70	$2,269.70	$1,000.00	$1,000.00	$20,700.00	$20,700.00
2.03	Stormwater Pollution Prevention as shown and specified	LS	1	$4,700.00	$4,700.00	$1,300.00	$1,300.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$8,660.00	$8,660.00	$1,650.00	$1,650.00	$6,500.00	$6,500.00	$1,500.00	$1,500.00	$4,445.10	$4,445.10	$600.00	$600.00	$7,600.00	$7,600.00
2.04	Testing of Sanitary Sewer Mains and Manholes as shown and specified	LF	1029	$3.58	$3,683.82	$2.00	$2,058.00	$1.00	$1,029.00	$3.00	$3,087.00	$4.00	$4,116.00	$2.30	$2,366.70	$3.00	$3,087.00	$7.00	$7,203.00	$2.50	$2,572.50	$2.00	$2,058.00	$2.50	$2,572.50	$2.00	$2,058.00
2.05	Temporary Bypass Pumping as shown and specified	LS	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2.06	Furnish & Install 30" Dia. SDR-26 PVC Sanitary Sewer Pipe as shown and specified	LF	1029	$127.40	$131,094.60	$116.00	$119,364.00	$145.00	$149,205.00	$128.00	$131,712.00	$175.00	$180,075.00	$170.00	$174,930.00	$143.00	$147,147.00	$184.00	$189,336.00	$180.00	$185,220.00	$182.80	$188,101.20	$271.00	$278,859.00	$235.00	$241,815.00
2.07	Furnish and Install 5' Dia. Concrete Manhole, Epoxy Lined as shown and specified	EA	3	$9,380.00	$28,140.00	$7,700.00	$23,100.00	$6,000.00	$18,000.00	$12,000.00	$36,000.00	$8,500.00	$25,500.00	$9,220.00	$27,660.00	$9,152.00	$27,456.00	$8,600.00	$25,800.00	$15,000.00	$45,000.00	$21,579.40	$64,738.20	$8,800.00	$26,400.00	$20,000.00	$60,000.00
2.08	Connect Proposed Sanitary Sewer to Existing Sanitary Sewer as shown and specified	EA	1	$2,425.00	$2,425.00	$6,400.00	$6,400.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$11,000.00	$11,000.00	$8,425.00	$8,425.00	$21,195.00	$21,195.00	$13,000.00	$13,000.00	$9,500.00	$9,500.00	$18,327.30	$18,327.30	$3,500.00	$3,500.00	$9,800.00	$9,800.00
2.09	Trench Safety & Excavation Safety as shown and specified	LF	1029	$2.00	$2,058.00	$1.00	$1,029.00	$1.00	$1,029.00	$1.00	$1,029.00	$3.00	$3,087.00	$12.00	$12,348.00	$1.00	$1,029.00	$6.00	$6,174.00	$3.00	$3,087.00	$3.60	$3,704.40	$2.00	$2,058.00	$1.75	$1,800.75
2.10	Miscellaneous Contingency Allowance	LS	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
	Total Bid Schedule 2.00 Amount				**$205,251.42**		**$193,051.00**		**$207,763.00**		**$229,828.00**		**$266,278.00**		**$286,584.70**		**$260,219.00**		**$293,813.00**		**$316,879.50**		**$317,928.37**		**$346,989.50**		**$383,773.75**

Denotes Correction By Engineer

	Total Bid Schedule 1.00 + Bid Schedule 2.00:			**$692,147.63**		**$696,718.00**		**$727,634.00**		**$745,104.00**		**$788,054.00**		**$849,625.35**		**$852,048.00**		**$945,434.00**		**$958,131.00**		**$990,806.97**		**$1,023,596.00**		**$1,115,381.45**	

David L. Perkins, P.E.
Project Manager

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3852	**Version:** 1	**Name:**	City of Plano Interlocal Agreement
Type:	Agenda Item		**Status:**	Agenda Ready
File created:	6/9/2017		**In control:**	City Council
On agenda:	6/19/2017		**Final action:**	
Title:	Approve an Interlocal Agreement renewing services with the City of Plano to offer training to city employees.			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Interlocal Agreement			

Date	Ver.	Action By	Action	Result

Title
Interlocal Agreement with the City of Plano to offer training to city employees

Background
The City of Plano offers a robust training program for their employees and will allow the City of Sachse to participate in the training classes offered on an as-needed basis. The City of Plano offers training classes in areas such as leadership, management, professional development and desktop computing. The training is offered by top-notch instructors who tailor the courses to meet the needs of city government. If the City of Sachse renews the Interlocal Agreement with Plano, Sachse would have the opportunity to participate in training offered through the City of Plano, but would not be required to do so.

Policy Considerations
None

Budgetary Considerations
Class pricing per employee as follows;
Half day class: $65.00
Full day class: $110.00
2 hour class: $35.00

Staff Recommendations
Approve an interlocal agreement renewing services with the City of Plano to offer training to city employees.

INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF SACHSE, TEXAS
FOR CITY OF SACHSE EMPLOYEES TO PARTICIPATE IN
PLANO EMPLOYEE TRAINING PROGRAM
2017-0269-I

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **CITY OF SACHSE, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Sachse", as follows:

W I T N E S S E T H:

WHEREAS, Plano and Sachse are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and Sachse to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, the City of Plano Human Resources Department offers Employee Training Program ("Program") and desires to offer the Program to Sachse employees; and

WHEREAS, Sachse desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Human Resources Department Class List, attached hereto and marked **Exhibit "A"**; and

WHEREAS, Sachse has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide Sachse employees with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and Sachse, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I.
TERM

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof. The Parties shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to one another. Sachse and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Program, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

II.
THE PROGRAM

The parties agree that Plano shall offer the courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Sachse shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Sachse shall provide Plano with required student-employee information for the purpose of registration and documentation.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Sachse.

IV.
CONSIDERATION / FEES

A. Sachse shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Sachse will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Sachse having the revenues available for that contract term.

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Sachse shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

VI.
RELEASE AND HOLD HARMLESS

Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Sachse, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Sachse and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VII.
NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

City of Sachse Representative

Melinda Walter
Human Resources Director
City of Sachse
3815 Sachse Road, Building B
Sachse, Texas 75048
469-429-4799

City of Plano Representative:

Debbie Speed
Training Administrator
City of Plano
1520 Avenue K, Suite 130
Plano, Texas 75074
(972) 941-7217

VIII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Sachse has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

IX.
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

X.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XI.
INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

XII.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII.
SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

XIV.
EFFECTIVE DATE

This Contract shall be effective from and after execution by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF SACHSE, TEXAS

Date: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
_____, _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

_____
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____, _____, of **CITY OF SACHSE, TEXAS,** a home-rule municipal corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2017, by **BRUCE D. GLASSCOCK,** City Manager, of **CITY OF PLANO, TEXAS,** a home-rule municipal corporation, on behalf of said municipal corporation.

_____
Notary Public, State of Texas

Exhibit A

Scope of Services

Training classes to be available to the City of Sachse employees include:

Leadership
Management
Customer Service
Diversity/Inclusion
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Half dav class = $65.00
Full day class= $110.00
2 hour class = $35.00
40 Hr. Conflict Mediation = $ 335.00

Special Courses:

Conflict Mediation 40 hour certification course. $300.00 plus manual cost of $35.00.

7 Habits = $285.00 plus manual cost of $125.00

Six month course "Leadership for the 21st Century" = $1650.00

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 5 business days notification prior to the start of the class. No shows will be billed.

EXHIBIT A
PAGE 1 OF 1

INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF SACHSE, TEXAS
FOR CITY OF SACHSE EMPLOYEES TO PARTICIPATE IN
PLANO EMPLOYEE TRAINING PROGRAM
2017-0269-I

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and the **CITY OF SACHSE, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Sachse", as follows:

W I T N E S S E T H:

WHEREAS, Plano and Sachse are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and Sachse to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, the City of Plano Human Resources Department offers Employee Training Program ("Program") and desires to offer the Program to Sachse employees; and

WHEREAS, Sachse desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Human Resources Department Class List, attached hereto and marked **Exhibit "A"**; and

WHEREAS, Sachse has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, the Program will provide Sachse employees with additional knowledge and skills to more effectively serve the citizens.

NOW, THEREFORE, Plano and Sachse, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I.
TERM

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof. The Parties shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to one another. Sachse and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Program, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

II.
THE PROGRAM

The parties agree that Plano shall offer the courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

1. Sachse shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Sachse shall provide Plano with required student-employee information for the purpose of registration and documentation.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Sachse.

IV.
CONSIDERATION / FEES

A. Sachse shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Sachse will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Sachse having the revenues available for that contract term.

V.
TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Sachse shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

VI.
RELEASE AND HOLD HARMLESS

Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Sachse, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Sachse and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

Exhibit A

Scope of Services

Training classes to be available to the City of Sachse employees include:

Leadership
Management
Customer Service
Diversity/Inclusion
Desktop Computing
Professional Development

Class pricing per employee will be as follows:

Half dav class = $65.00
Full day class= $110.00
2 hour class = $35.00
40 Hr. Conflict Mediation = $ 335.00

Special Courses:

Conflict Mediation 40 hour certification course. $300.00 plus manual cost of $35.00.

7 Habits = $285.00 plus manual cost of $125.00

Six month course "Leadership for the 21st Century" = $1650.00

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 5 business days notification prior to the start of the class. No shows will be billed.

EXHIBIT A
PAGE 1 OF 1

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3858	**Version:**	1	**Name:**	Consider a resolution approving participation in the Community Development Block Program and HOME Program for 2012, 2013 and 2014.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/12/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	Approve an Interlocal Agreement with Dallas County for the administration of the CDBG and HOME programs for fiscal years 2018, 2019 and 2020.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CDBG Resolution CDBG Agreement CDBG Notification Letter - Sachse				

Date	Ver.	Action By	Action	Result

Title
Interlocal Agreement with Dallas County - CDBG Program

Background
The City of Sachse has partnered with Dallas County since 1988 to participate in the Community Development Block Grant/HOME Program. Funds from this program must be used to benefit low-to-moderate income areas. In past years, the City has utilized these funds to upgrade water and wastewater utilities and re-construct asphalt paving in qualifying areas. This is a housekeeping item as the agreement must be renewed every three years and is identical to the agreements approved in past years.

This item is a 3-year cooperation agreement with Dallas County for participation the CDBG program and, where applicable, the HOME Investment Partnership and Emergency Shelter Grant programs.

The CDBG Program is managed by Dallas County, with Sachse recieving project funding on a biennial basis. The anticipated funding that Sachse will receive is $82,664.00 in FY 2017-2018. The previously identified project for this funding is the rehabilitation of the alley behind Brookview Court.

Staff will include the project in the FY 2017-2018 Capital Improvement Plan.

Policy Considerations
Passage of this Resolution will continue the annual entitlement the City has benefited from for the past several years.

Budgetary Considerations
Utilizing CDBG funds assists with the costs of constructing qualifying projects. For FY 2017-2018,

Sachse anticipates recieving $82,664.00 in funding from Dallas County.

Staff Recommendations

Approve a resolution approving an Interlocal Agreement with Dallas County for the administration of the CDBG and HOME programs for fiscal years 2018, 2019 and 2020.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE AGREEMENT OF COOPERATION WITH DALLAS COUNTY FOR THE ADMINISTRATION OF THE CDBG AND HOME PROGRAMS FOR THE FISCAL YEARS 2018, 2019, AND 2020; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is eligible to receive funding from the Dallas County Community Development Block Grant Program (CDBG); and

WHEREAS, Dallas County has proposed an agreement of Cooperation for the continued participation of the City of Sachse in the Community Development Block Grant Program and HOME Program for the fiscal years 2018, 2019, and 2020; and

WHEREAS, the City of Sachse appreciates the partnership it has enjoyed with Dallas County thru the administration of the CDBG and HOME Programs for the benefit of low-to-moderate income residents of Dallas County within the City; and

WHEREAS, the Sachse City Council desires to continue these programs.

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

That the Agreement of Cooperation with Dallas County for the administration of the CDBG and HOME Programs for the fiscal years 2018, 2019, and 2020 is hereby approved and further authorizes the Mayor to execute the same.

RESOLVED by the City Council of the City of Sachse, Texas, the _____ day of _____, 2017.

CITY OF SACHSE, TEXAS

_____

Mike Felix, Mayor

ATTEST:

_____

Michelle Lewis Sirianni, City Secretary

AGREEMENT of COOPERATION for CDBG/HOME/ESG PROGRAMS

WHEREAS, the 93rd Session of the Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Urban County Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, Dallas County must enter into cooperation agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential Housing and Community Development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperation agreements with one another.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Sachse (hereinafter, "City") supports the efforts of Dallas County, Texas to qualify as an Urban County for the Urban County CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2018, 2019, and 2020.

This Cooperation Agreement covers the CDBG entitlement program and when applicable, the HOME Investment Partnership, and Emergency Solutions Grant (ESG) programs.

This Agreement remains in effect until the CDBG (and where applicable, HOME and ESG) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the Agreement while the Agreement remains in effect.

The City understands that by executing this CDBG Cooperation Agreement it:

1. May not apply for grants from under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which it is participating in the Urban County CDBG program; and

2. May receive a formula allocation under the HOME program only through the Urban County. May not participate in a HOME consortium except through the Urban County, and may not form a HOME consortium with other local governments regardless of whether the Urban County received a HOME formula allocation.

3. May receive a formula allocation under the ESG Program only through the Urban County.

Dallas County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

Dallas County and the City shall take all actions necessary to assure compliance with the Urban County certification required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing Title VIII of the Civil Rights Act of 1968 and other applicable laws.

Dallas County and the City shall take all actions necessary to assure compliance with section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975.

Dallas County and the City understand and agree that Urban County funding will not be provided for activities, in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with County fair housing certifications.

The City understands and agrees, that in accordance with 24 CFR 570.501(b) and 570.503 (which requires a written agreement), it shall be subject to the same administrative requirements as a sub-recipient should it receive funding under this program.

The City agrees to inform Dallas County of any income generated by the expenditure of CDBG/HOME and ESG funds received, and that any such program income must be paid to the county to be used for eligible activities in accordance with all ESG, HOME and Community Development Block Grant requirements.

Dallas County is responsible for monitoring and reporting to the U.S. Department of Housing and Urban Development on the use of any such program income, and that in the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County;

The City agrees to notify Dallas County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the county in an amount equal to the current fair market

value (less any portion thereof attributable to expenditure of non-CDBG/HOME and ESG funds) for property acquired or improved with CDBG/HOME and ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME and ESG regulations.

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this Agreement between Dallas County and the City.

The City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974.

Dallas County shall notify the City in writing, by the date specified in the HUD urban county qualification notice for the next qualification period, of its right not to participate.

The City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

The City understands that Dallas County will have final responsibility for administering the CDBG/HOME and ESG programs, selecting CDBG/HOME and ESG projects, and filing annual grant requests.

The City's Mayor is authorized to sign any additional forms, on behalf of the City, that the U.S. Department of Housing and Urban Development may require.

APPROVED AND ACCEPTED THIS THE _____day of _____2017.

_____	_____
Mike J. Felix, Mayor	Clay Lewis Jenkins, County Judge
Sachse, Texas	Dallas County, Texas
_____	_____
Date	Date

Approved as to Form:*

Faith Johnson
District Attorney

By: _____
Randall Miller
Assistant District Attorney

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

DALLAS COUNTY
COMMISSIONERS COURT
DEPARTMENT OF PLANNING & DEVELOPMENT

May 17, 2017

Ms. Gina Nash
City Manager
City of Sachse
3815 Sachse Road, Building B
Sachse, TX 75048

Dear Ms. Nash:

Every three years, Dallas County is required to ask the cities that participate in its Community Development Block Grant (CDBG) program whether they wish to continue their participation. The City of Sachse has been kind enough to participate in this program since its inception in 1988 and has used CDBG funding for such projects as the reconstruction of Boone Street, Billingsley Street, 5th Street, 6th Street, and Alexander Street and a number of sewer projects.

In order to continue receiving this funding, which is used to principally benefit low-to-moderate income people, the City and the County must jointly enter into a new three-year cooperative agreement (your city is, of course, under no obligation to continue participating in this program). A copy of the required cooperative agreement is enclosed. It is identical to the last agreement that the County and the City signed.

We will continue to have the CDBG program be as responsive and as flexible as possible and to have much of the administrative responsibility carried by the County. Please also note that if the City chooses to participate in the County's program, the City, per federal law, cannot seek to receive funding from the State's program.

So that all required application materials can be forwarded to HUD, we are asking that these cooperative agreements be executed and returned to Jesse Madsen, the County's Community Development Financial Administrator, Planning & Development, 411 Elm Street, 3rd floor, Dallas, TX 75202-3374 by June 26, 2017. Please be sure to include a copy of the authorization resolution and the minutes from the council meeting in which this item was approved. Also, if your City has any questions about the agreement or the CDBG program, please do not hesitate to contact either Mr. Madsen at (214) 653-6368 or myself.

We greatly appreciate the City's long participation in the CDBG program, and we look forward to working with you still further.

Sincerely,

Rick Loessberg
Director of Planning & Development

attachment

411 Elm Street, 3rd Floor, Room 313
Dallas County Administration Building
Dallas, Texas 75202-3301
email: rloessberg@dallascounty.org
Telephone: (214) 653-7601
Fax: (214) 653-6517

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3851	**Version:**	1	**Name:**	Subdivision Waiver request
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/8/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	Conduct a public hearing and take any action regarding the application of the Skorburg Company requesting a waiver from the Code of Ordinances, Chapter 8 Subdivisions, to permit the design and construction of a non-standard roadway in the City of Sachse, Texas.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Title
Consider the application of the Skorburg Company requesting a waiver from the Code of Ordinances, Chapter 8 Subdivisions, to permit the design and construction of a non-standard roadway in the City of Sachse, Texas.

Background
The Applicant, the Skorburg Company, is seeking to develop the Sable Hills Estates Subdivision in Sachse, Texas.

The Applicant has requested that this item be postponed so that they can continue to work on addressing the concerns of the surrounding property owners.

Policy Considerations
None at this time. Since the item was publicly posted in the Sachse News, it remains on the agenda. The item will be brought back at a later date, therefore no Council action is necessary at this time.

Budgetary Considerations
There are no budgetary implications for the City at this time.

Staff Recommendations
None at this time. The item will be brought back at a later date.

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3859	**Version:** 1	**Name:**	Friends of Sachse Parks and Recreation MOU	
Type:	Agenda Item		**Status:**	Agenda Ready	
File created:	6/13/2017		**In control:**	City Council	
On agenda:	6/19/2017		**Final action:**		
Title:	Discuss and consider the Memorandum of Understanding (MOU) between the City of Sachse and the Friends of Sachse Parks and Recreation				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Friends of Sachse Parks MOU				

Date	Ver.	Action By	Action	Result

Title

Discuss and Consider the (MOU) Memorandum of Understanding between the City of Sachse and the Friends of Sachse Parks and Recreation (the Friends)

Background

At the Parks and Recreation Board meeting that was held on May 18, 2017, the Parks and Recreation Advisory Board made a motion to terminate the MOU between the City of Sachse and the Friends of Sachse Parks and Recreation based on the following reasons:

- The Board felt that the MOU has limited the Friends on accomplishing their desired projects. The example the Board gave was the Temporary Dog Park. The Friends are seeking other options for the location because of the requirements that the Sachse site has.

- The Friends group does not take recommendations for projects from the Parks and Recreation Department or the Parks Board. They come up with project ideas on their own.

- The Board thought the Friends group would be similar to our Library Friends organization in that they would seek input from the Parks and Recreation Department for specific park project needs. The most recent example is the Friends of the Library is working with the Library staff on purchasing a sound system that is needed for the Library.

- The Park Board ultimately determined that there was no benefit/value of the MOU for either the Friends or the City.

The Board passed a motion unanimously 5-0 to make a recommendation to the Sachse City

Council to terminate the MOU with the Friends of Sachse Parks and Recreation.

Policy Considerations
If the City Council determines to terminate the MOU with the Friends of Sachse Parks and Recreation, the City would need to give the Friends President a 30 day written notice, as stated in section 9 of the MOU.

Budgetary Considerations
No budgetary considerations.

Staff Recommendations
No recommendation from staff. The recommendation from the Parks and Recreation Advisory Board is to terminate the MOU with the Friends of Sachse Parks and Recreation.

Friends of Sachse Parks and Recreation Memorandum of Understanding (MOU)

City Council

June 19, 2017

Background

In the December 1, 2014 City Council meeting the Council approved a resolution approving the terms and conditions of a Memorandum of Understanding, by and between the City of Sachse and Friends of Sachse Parks and Recreation ("Friends") to provide support to the City's Parks and Recreation Department.

Background Continues

The MOU addressed several areas including:

- Use of City's Mailing address
- Access to City's Media
- Project and Program Submission and Approval
- Project Delivery
- Fundraising and Funding
- Insurance

Friends Projects

- The Friends constructed an 11'x18' brick paver patio at Firefighters Park recognizing the Volunteer Firefighters for Sachse in September of 2015.
- The Friends and the City worked together on submitting a Recreation Trails grant to the Texas Parks and Wildlife for the Highline Hike and Bike Trail from Miles Road to Bunker Hill Road.

Sachse Parks and Recreation Advisory Board

At the Parks and Recreation Board meeting that was held on May 18, 2017, the Parks and Recreation Advisory Board made a motion to terminate the MOU between the City of Sachse and the Friends of Sachse Parks and Recreation based on the following reasons:

- The Board felt that the MOU has limited the Friends on accomplishing their desired projects. The example the Board gave was the Temporary Dog Park. The Friends are seeking other options for the location because of the requirements that the Sachse site has.

Sachse Parks and Recreation Advisory Board Continued

- The Friends group has not taken recommendations for projects from the Parks and Recreation Department or the Parks Board. They come up with their own project ideas.
- The Board thought the Friends group would be similar to our Library Friends organization in that they would seek input from the Parks and Recreation Department for specific park project needs. The most recent example is the Friends of the Library are working with the Library staff on purchasing a sound system that is needed for the Library.

Sachse Parks and Recreation Advisory Board Continued

- The Park Board ultimately determined that there was no benefit/value of the MOU for either the Friends or the City.

The Board passed a motion unanimously 5-0 to make a recommendation to the Sachse City Council to terminate the MOU with the Friends of Sachse Parks and Recreation.

There are some Parks and Recreation Advisory Board Members here to answer any questions.

Questions?

STATE OF TEXAS	§	
	§	**Memorandum of Understanding between**
	§	**City of Sachse, Texas and Friends of**
COUNTY OF DALLAS	§	**Sachse Park and Recreation**

This Memorandum of Understanding ("MOU") is made by and between the City of Sachse, Texas (the "City") and Friends of Sachse Parks and Recreation (the "Friends), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the Friends are recognized as a Domestic Nonprofit Corporation by the Secretary of State of the State of Texas; and,

WHEREAS, the Friends' bylaws state that the purpose of the organization is to "support the City of Sachse Parks and Recreation Department in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the City of Sachse"; and,

WHEREAS, the City of Sachse Parks and Recreation Department is the departmental custodian of the City's real estate, buildings, and other recreational and entertainment facilities, and operates a wide variety of programs and services; and,

WHEREAS, the Friends desire to support the City of Sachse Parks and Recreation Department's mission and has the opportunity to accomplish more than public funding will allow; and,

WHEREAS, the City desires to partner with private, nonprofit and not-for-profit organizations who demonstrate a willingness to align with the City's vision, mission and goals to further the cultural and recreational opportunities and amenities available to the City's residents; and,

WHEREAS, the City Council places a high value on volunteerism and citizen involvement within the City; and,

WHEREAS, the Friends have demonstrated a commitment to the noble values of serving the public and furthering the adopted goals and purposes of the City of Sachse Parks and Recreation Department;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Board Participation:

1.1. Any current voting member of the Friends Board of Directors who simultaneously serves as a member of either the Parks Board or the City Council shall abstain from both voting and participating in discussions at either a Parks Board meeting or City Council meeting as applicable when action is being considered on a Friends' project or program.

2. Use of the City's Mailing Address:

2.1. The City agrees to allow the Friends to use the City's Parks and Recreation Department mailing address to receive regular postal parcels subject to the following:

2.1.1. Parcels intended for the Friends shall be labeled as follows: The Friends of Sachse Parks and Recreation, c/o City of Sachse Parks and Recreation Department, 3815-B Sachse Road, Sachse, Texas, 75048.

2.1.2. The City Parks and Recreation Department agrees to receive parcels addressed to the Friends and to hold said parcels until they are retrieved by the Friends. The Friends shall provide the City a list of persons eligible to retrieve Friends' parcels and shall provide the City with notice of any changes to the eligibility list. The City shall not be responsible for delivery of parcels to Friends.

2.1.3. The City shall not be held responsible or liable for any lost or damaged parcels in any way including but not limited to mailed dues, checks, donations, or other items of value.

2.1.4. Receipt of the Friends' parcels by the City is limited to regular mail only. Employees of the City shall not sign for or otherwise accept any delivery other than regularly mailed parcels.

3. Access to City's Media:

3.1. Subject to the Friends' compliance with the provisions of this MOU, the City agrees to include notices of regular Friends' meetings on the City's marquis sign located at 3815-B Sachse Road subject to the availability of space on the sign. The Friends understand and agree that the marquis is primarily used for public information and that notices of regular meetings at times are omitted from the marquis in the interest of providing priority information to the public. The City Manager or designee is responsible for content provided on the marquis and any decision to exclude a Friends' notice of meeting from the marquis shall be final.

3.2. Subject to the Friends' compliance with the provisions of this MOU, the City agrees to include an internet link to the Friends' website on the City's Parks and Recreation webpage. Additional links to the Friends' website may be included on other City webpages with approval of the City Manager or designee. The Friends

shall submit a request in writing to the Director of Parks and Recreation for any internet link to be placed on the City's website.

3.3. Subject to the Friends' compliance with the provisions of this MOU and the availability of print space on printed media and materials, the City may include information about the Friends in printed material produced for the purpose of providing recreational and cultural information or opportunities to the residents. Any request for including the Friends' information in a City publication is subject to space limitations, funding availability and approval of the City Manager or designee. The Friends shall submit any requests for inclusion in printed materials in writing to the Director of Parks and Recreation.

4. Project & Program Submission & Approval

4.1. The Friends agree to pursue projects and programs that are consistent with the City's Parks, Recreation and Open Space Master Plan (the "Master Plan"), current revision.

4.2. Any projects and programs undertaken by the Friends impacting City property shall not commence without the approval of the City Council and Friends providing the required insurance as set forth in Section 8. No project or program shall be allowed on City property, other than a project or program allowed by any park user, without the prior approval of the City Council.

4.3. The Friends shall submit a request in writing for approval for a project or program to the Director of Parks and Recreation. The request shall include the following items:

4.3.1. Description of the proposed improvements or program;

4.3.2. A plan showing proposed improvements (if applicable);

4.3.3. An itemized opinion of cost (if applicable);

4.3.4. An itemized annual maintenance and operation costs (if applicable); and

4.3.5. Additional items identified by the Director of Parks and Recreation as being necessary to evaluate the request.

4.4. The Director of Parks and Recreation shall determine whether any individual project or program is consistent with the Master Plan and shall provide said determination in writing to the Friends within ten (10) business days after receiving said request.

4.4.1. Following the tenth (10^{th}) business day after the request is received by the Director, if the Director finds that the request is consistent with the Master Plan, the Director shall place the request on the next regularly scheduled Parks Board agenda. The Parks Board shall have up to three (3) additional regular scheduled meetings, in which a quorum is present, to discuss and act on the request by either approval or denial of the request. If the Parks Board fails to take action on the request by the third regularly scheduled meeting, following the meeting at which the request was

presented, the request shall be automatically forwarded to the next available regular City Council meeting for consideration. Parks Board discussion items related to the Friends projects and programs not in response to a project or program request may be included on Parks Board agendas at the discretion of the Director or Parks Board Chairperson.

4.4.2. Following the tenth (10^{th}) business day after the request is received by the Director, if the Director finds that the request is not consistent with the Master Plan then The Friends may first consult with the Director as provided for in Section 4.4.2.1. If, after consulting with the Director, the Director's finding is that the request is not consistent with the Master Plan, the Friends may appeal the Director's finding to the Parks Board as provided for in Section 4.4.2.2

4.4.2.1. The Friends may consult with the Director to determine if there is a mutually agreeable modification to the program or project that will result in the request being consistent with the Master Plan.

4.4.2.2. The Friends may appeal the Director of Parks and Recreation's finding that the request is not consistent with the Master Plan to the Parks Board at the next regularly scheduled Parks Board meeting subject to legal agenda posting requirements by submitting a request to appeal to the Director.

4.4.2.3. The Friends may appeal the Parks Board's finding that the request is not consistent with the Master Plan to the City Council at the next regularly scheduled City Council meeting subject to legal agenda posting requirements by submitting a request to appeal to the Director.

5. Project Delivery:

5.1. Subject to any other funding arrangement or agreement, the Friends shall provide all funding necessary to construct or complete an approved project or project phase. The Director of Parks and Recreation shall review all opinions of cost provided by the Friends for each project or project phase. The Director shall generate a finding of whether an opinion of cost provides sufficient funding to complete a project. Projects with insufficient funding shall not be initiated.

5.2. The Friends shall provide all necessary funding to the City prior to the initiation of additions, alterations, or changes to any existing or new park facility. Funding provided by the Friends and accounted for separately shall be held in a separate, interest bearing account within a City fund.

5.3. A Friends' project involving additions, alterations, or changes to existing or new park facilities shall be delivered by the Parks Department with the assistance of additional City departments where applicable and all funds necessary to complete the project shall be provided by Friends. All projects shall comply with local, state and federal regulations.

5.4. Upon completion of any project or project phase, the City shall prepare a final accounting statement for the project; and, upon satisfaction of all obligations related to the project, the City shall return any remaining funds to Friends.

6. Fund Raising and Funding:

6.1. The Friends shall be solely responsible for all activities associated with accumulating funds and soliciting donations for Friends' projects and programs.

6.2. The City shall not bare any fiduciary responsibility related to the Friends in addition to fiduciary responsibilities specifically included in this Memorandum of Understanding.

6.3. The Friends shall provide to the Director a complete copy of the Friends' annual tax filing to the United States of America Internal Revenue Service including copies of all completed forms, worksheets, and support information prior to the first of May each year.

6.4. The City shall not be required to provide tools, equipment, personnel, materials, or other goods or services necessary to complete a project or program as a result of this Memorandum of Understanding. Nothing in this MOU shall prohibit the City from participating with the Friends on project or program implementation.

7. Ownership:

7.1. Upon the completion of a City approved Friends' project on City property, the City shall be the sole owner of the project with sole discretion to continue, expand, terminate, remove, demolish or otherwise alter or eliminate the project upon approval by the City Council. However, if the City Manager determines that such a project creates an immediate safety risk, the City Manager or designee has the authority to remove or demolish or otherwise make safe the project. The City Manager's decision is final.

8. Insurance:

8.1 Prior to the Friends, or any of Friends' contractors or subcontractors, commencing any projects or programs on City property, the Friends shall procure and maintain the following insurance policies at its expense:

8.1.1 A comprehensive general liability policy for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Friends' performance of services pursuant to this MOU with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

8.1.2 Automobile liability policy covering any vehicles owned and/or operated by the Friends, its officers, agents, and employees, and used in the performance of this MOU with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage; and

8.1.3 Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of the Friends' employees involved in the provision of services under this MOU with policy limits of not less than $500,000.00.

8.2 All policies of insurance shall be endorsed and contain the following provisions: (1) the City, its officers, and employees shall be named as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. The Friends shall provide written notice to the City of any material change of or to the insurance required herein.

8.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

8.4 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon written request of the City.

9. Termination:

9.1 The City or Friends may terminate this MOU with or without cause by providing written notice of said termination to the Friends President. Any funds remaining with the City will be returned to the Friends within thirty (30) days of the termination notice. However, if any projects remain uncompleted at the time of termination, the funds will be returned as provided in Section 5.4.

(signature page to follow)

EXECUTED this 12th day of December. 2014.

City of Sachse, Texas

By: _____
Name: William. K. George
Title: City Manager

EXECUTED this 12 day of December. 2014.

Friends of Sachse Parks and Recreation

By: _____
Name: Michael J. Kellam
Title: President

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3861	**Version:**	1	**Name:**	Issuance Utility CO's 2017
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/14/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	Consider an ordinance authorizing the issuance of and sale of City of Sachse, Texas, Combination Tax and Surplus Revenue Certificates of Obligations, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Certificate Ordinance 2017 CO's				

Date	Ver.	Action By	Action	Result

Title

Consider an ordinance authorizing the issuance of and sale of City of Sachse, Texas, Combination Tax and Surplus Revenue Certificates of Obligations, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Background

The Comprehensive Plan that was approved in March identified multiple development scenarios for the President George Bush Turnpike District. At the April 17th City Council meeting, water and sewer infrastructure projects needed to facilitate development were discussed, and at the May 15th City Council meeting, Council approved a resolution of intent to issue debt to construct a new elevated water tower near the turnpike and complete the full sewer system option, which includes full size force and gravity mains along the turnpike, the southeast lift station, and a trunk sewer main running from the existing Sachse Road lift station to the new southeast lift station. The total cost of the water tower is $4 million; previous utility fund revenues and water impact fees have been allocated to the project in the amount of $2 million, so the water portion of this debt issuance if $2 million. Funding for property acquisition and design for the sewer project have also been previously allocated, with the estimated $11 million in construction costs to be funded by this issuance.

These projects have both been included in the 10-year Capital Improvement Plan and were included in rate calculations during the 2014 rate study. The annual debt service requirements are covered in full through water and sewer rates.

Policy Considerations

Section 7.14 of the City Charter states that "The city shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or any

other public purpose not prohibited by law of [or] this Charter, and to issue refunding bonds to refund outstanding bonds previously issued. All such bonds or certificates of obligation shall be issued in conformity with the laws of the State of Texas and shall be used only for purposes for which they were issued."

Budgetary Considerations

Estimated debt service requirements for the Series 2017 Combination Tax and Surplus Revenue Certificates of Obligation are included in the development of the Fiscal Year 2017-2018 budget.

Staff Recommendations

Approve an ordinance authorizing the issuance of and sale of City of Sachse, Texas, Combination Tax and Surplus Revenue Certificates of Obligations, Series 2017; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

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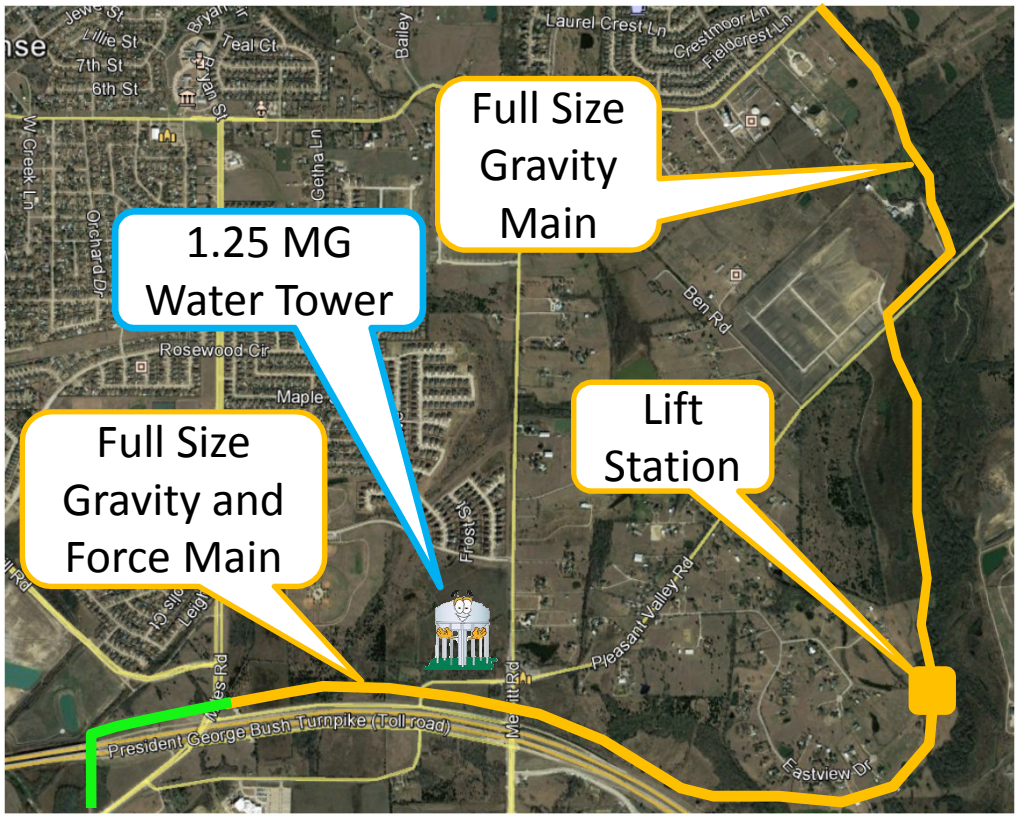
Issuance of utility fund debt
June 19, 2017

Key Utility Infrastructure

- Water ($4M)
  - 1.25 MG Water Tower
  - $4M Construction Cost
- Sewer ($11M)
  - PGBT Force Main & Gravity Main
  - Southeast Lift Station
  - Muddy Creek Trunk Sewer
  - $11M Construction Cost



Sewer Options

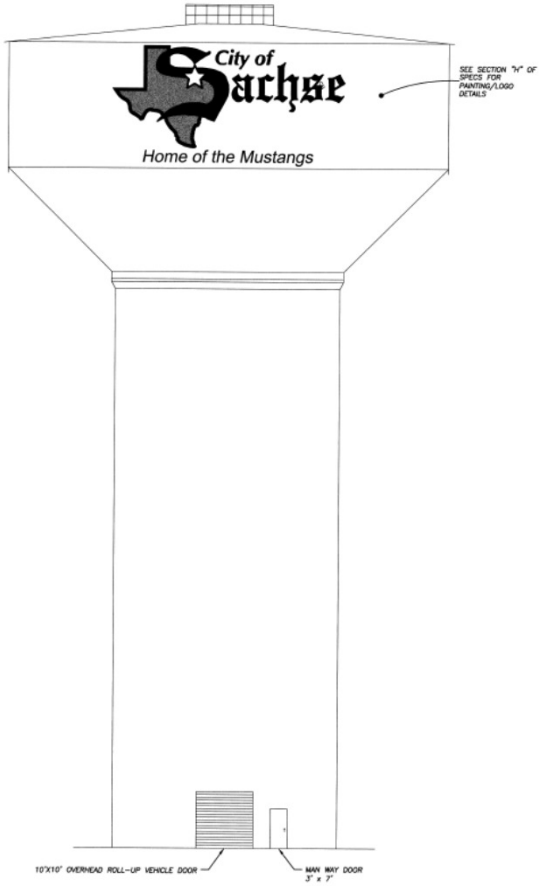
- At the April 17th Council Meeting, Staff presented three sewer options to the City Council, including:
  - Option 1 - $11M
    - PGBT Force Main & Gravity Main
    - Southeast Lift Station
    - Muddy Creek Trunk Sewer
  - Option 2 - $6M
    - PGBT Force Main & Gravity Main
    - Southeast Lift Station
  - Option 3 - $1.5M
    - Fund and construct only a portion of the PGBT sewer, with a temporary lift station and force main to facilitate development.

Funding Research

- As requested by the City Council, staff conducted research and investigation into funding capability for the construction of the critical sanitary sewer infrastructure needed in the PGBT corridor.
- Staff met with the City's financial advisor to review funding options and develop a funding structure.
- Staff findings show that the Utility Fund is positioned to fund construction of Option 1 for the sanitary sewer infrastructure, and also fund 50% of the construction of the water tower.

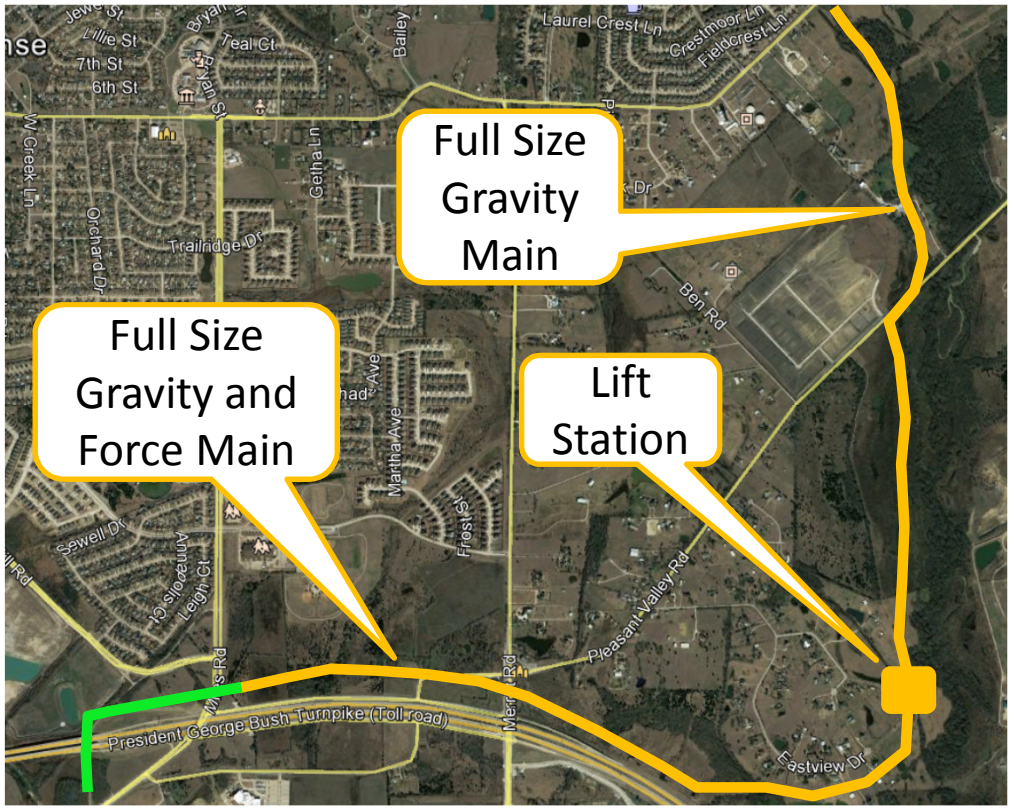
Project funding

- Water Tower Funding
  - Design
    - Complete, funded through Impact Fees
  - Property Acquisition
    - Funded through Impact Fees
  - Construction Funding
    - 50% - Impact fees & Utility fund balance ($2M)
    - 50% - Combination Tax and Revenue Certificates of Obligation ($2M)



Project funding

- Sewer Infrastructure Funding - Option 1
  - Design
    - Funded through Impact Fees
  - Property Acquisition & Easements
    - Funded through Impact Fees
  - Construction
    - 100% funding through Combination Tax and Revenue Certificates of Obligation ($11M)



City of Sachse

Utility Fund Debt Service

- Utility Rates implemented in 2014 included debt service beginning in FY 2016 for $12 million combined water and sewer.
- First debt service payments would occur in FY 2018.
- Projected revenues provide coverage for the proposed $13 million.

FirstSouthwest
A Division of Hilltop Securities.

Issuance of Certificates of Obligation

Jason Hughes
Managing Director

FirstSouthwest
A Division of Hilltop Securities.

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1201 Elm Street, Suite 3500, Dallas, TX 75270

City of Sachse

Pricing/sale summary

Data available on date of sale-Monday June 18, 2017

Debt service requirements

Data available on date of sale-Monday June 18, 2017

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SACHSE, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING THE OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

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

WHEREAS, the City Council of the City of Sachse, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Subchapter B, Chapter 1502, Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved;

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued; and

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Sachse, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $12,695,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks and sewer system, including a water storage tank, sewer lift station and collection lines, and (ii) legal, fiscal, design and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF SACHSE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated June 15, 2017, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amount	Interest Rates
2018	$180,000	
2019	225,000	
2020	230,000	
2021	240,000	
2022	250,000	
2023	400,000	
2024	410,000	
2025	430,000	
2026	445,000	
2027	465,000	
2028	485,000	
2029	505,000	
2030	525,000	
2031	545,000	
2032	570,000	
2033	585,000	
2034	605,000	
2035	625,000	
2036	645,000	
2037	665,000	
2038	685,000	
2039	710,000	
2040	730,000	
2041	755,000	
2042	785,000	

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor,

as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

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

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

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

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance.

However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

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

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

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

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

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

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

(l) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the

Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

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

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

(a) Form of Certificate.

NO. R- PRINCIPAL AMOUNT $_____

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF SACHSE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2017

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	_____	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Sachse, in Dallas and Collin Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2018, and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the

first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

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

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

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

THIS CERTIFICATE is one of a series of Certificates dated June 15, 2017, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $12,695,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing, installing, acquiring and equipping additions, extensions and improvements to the City's

waterworks and sewer system, including a water storage tank, sewer lift station and collection lines, and (ii) legal, fiscal, design and engineering fees in connection with such projects.

ON FEBRUARY 15, 2027, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on February 15 in the year 20__ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate
Maturity: February 15, 20__

Mandatory Redemption Date	Principal Amount

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed

for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

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

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) which are payable from all or any part of the revenues of the Issuer's waterworks and sewer system, all as provided in the Ordinance.

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

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

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

(signature)	(signature)
City Secretary	Mayor

(SEAL)

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

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

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

Dated: _____.

U.S. Bank National Association
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please type or print clearly)

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

_____

Transferee's Social Security or Taxpayer Identification Number: _____

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

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____

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

_____

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

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

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

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

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

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

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

Years	Principal Installments	Interest Rates

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2018, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

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

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

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

taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a pledge of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) which are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this Section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

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

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the

proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates, which under current law means the following: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

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

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

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

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

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage

with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

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

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

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

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

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

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

execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

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

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

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

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

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

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

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

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

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

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

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

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

(9) to assure that the proceeds of the Certificates will be used for new money purposes.

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

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

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

(e) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

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

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to _____ (the "Purchaser") for cash for the par value thereof plus a premium of $_____, to be applied as provided in Section 16. The Certificates shall initially be registered in the name of such purchaser or its designee. It is officially found, determined, and declared that the Certificates have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and Preliminary Official Statement prepared and distributed in connection with the sale of the Certificates, and that the terms of this sale are the most advantageous reasonably obtainable. Said Official Notice of Sale and Bidding Instructions and Preliminary Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the governing body of the Issuer, and their use in the offer and sale of the Certificates is hereby approved. The Initial Certificate shall be registered in the name of the Purchaser or its designee.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated June 12, 2017, prior to the date hereof is hereby ratified and confirmed.

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

Section 11. INVESTMENT AND SECURITY OF FUNDS.

(a) Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in

order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 12. CONSTRUCTION FUND.

The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2017 Certificates of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 13. COMPLIANCE WITH RULE 15c2-12.

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within 6 months after the end of each fiscal year, the quantitative financial information and operating data with respect to the Issuer of the general type set forth in tables numbered 1 through 6 and 8 through 15 in the Official Statement. The City will additionally provide audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in or after 2017. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

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

provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

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

1. Non-payment related defaults;

2. Modifications to rights of Certificateholders;

3. Certificate calls;

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

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

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

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

1. Principal and interest payment delinquencies;

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

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

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

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

6. Tender offers;

7. Defeasances;

8. Rating changes; or

9. Bankruptcy, insolvency, receivership or similar event of the City.

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

(d) Limitations, Disclaimers, and Amendments.

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

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

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

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

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the

SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

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

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

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

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

(d) Whenever at any time within six months from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument

or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

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

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

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

Section 15. DEFAULT AND REMEDIES

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

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

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

(b) Remedies for Default.

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

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

(c) Remedies Not Exclusive.

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

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

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

Section 16. APPLICATION OF PREMIUM. The Certificates are being sold with a premium equal to $_____, of which $_____shall be deposited into the Construction Fund and $_____ shall be used to pay costs of issuance.

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this _____, 2017.

_____
Mayor, City of Sachse, Texas

ATTEST:

_____
City Secretary, City of Sachse, Texas

[CITY SEAL]

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3863	**Version:**	1	**Name:**	Discuss CIP Street expansion and maintenance needs
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/15/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	Discuss street expansion and maintenance projects related to the Fiscal Year 2017-2018 budget.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017-2018 CIP - Street Expansion 2017-2018 CIP - Street Maintenance				

Date	Ver.	Action By	Action	Result

Title
Discuss street expansion and maintenance needs related to the Fiscal Year 2017-2018 budget.

Background
This item is to discuss the street expansion and maintenance needs, as staff prepares updates to the Capital Improvement Plan for the FY 2017-2018 budget.

Two presentations are attached, including one related to street expansion, and one related to street maintenance. Staff has provided preliminary recommendations related to project rankings and project selection.

Once feedback is recieved, staff will obtain more detailed budget and cost information, and bring the CIP information back to the City Council for further discussion in July.

Policy Considerations
Updates to the Capital Improvement Plan (CIP) occur annually as a part of the budget process.

Budgetary Considerations
None at this time. The final street projects to be included in the 2017-2018 fiscal year will be funded using available fund balances in various accounts (roadway impact fees, 2006 Transportation Bond, Street Maintenance Tax fund, General Fund).

Staff Recommendations
Staff's preliminary recommendations are included in the attached presentations. There is no action necessary for this item. Staff will solicit input from the City Council and will finalize the CIP based upon the feedback received. The 5-year CIP will be adopted with the FY 2016-2017 operating budget.

2017-2018 Capital Improvement Plan
Street Expansion

City Council

June 19, 2017

Overview

- Staff is seeking to present preliminary information on the Capital Improvement Plan for street expansion projects related to the 2017-2018 Budget.
- Staff will utilize feedback received to:
  - Complete the update to the 10-yr Capital Improvement Plan & Impact Fee Study
  - Refine the scope of expansion projects to include in the FY 2017-2018 budget
- Staff will present more detailed information to the City Council in July.
- The items included for discussion include:
  - 10-yr Capital Improvement Plan and Impact Fee Update
  - Major CIP Project Rankings
  - Funding Opportunities
  - Next Steps

10-yr Capital Improvement Plan and Impact Fee Update

- Staff has been working with a consultant to complete a mid-term (5-yr) update to the 10-year Capital Improvement Plan and Impact Fee Study.
- The updates related to thoroughfares includes:
  - Removal of completed projects from the list
  - Updated project cost information based on rising construction costs
  - Re-calculation of Roadway Impact Fee based upon updated construction costs and remaining projects:
    - Original base roadway impact fee in 2012: $2,450.42 (Single Family Residential)
    - Recommended updated roadway impact fee for 2017: $2,695.46 (Single Family Residential)
- Staff is seeking feedback from the City Council on the proposed project rankings based upon priority.
- Staff will utilize feedback from the City Council in finalizing the update to the study.

CIP Streets – 2012 Major CIP Project Rankings

Priority	Description	Classification		Length (ft)	Cost Estimate				
		Existing	Proposed		Construction	Engineering/ Surveying	Right-of-Way/ Easements	Total	Cost Per Mile
1	Merritt Road (Northern Heritage Cir. to Sachse Rd.)	2 Lane Undivided	4 Lane Divided	850	$4,000,000	$308,000	$449,000	$4,757,000	$1,888,493
2	Sachse Road (SH 78 to City Limits)	2 Lane Undivided	4 Lane Divided	13,300	$22,350,000	$3,000,000	$3,840,000	$29,190,000	$11,586,211
3	5th Street (SH 78 to Sachse Rd.)	2 Lane Undivided	4 Lane Divided	1,540	$3,975,000	$250,000	$360,000	$4,585,000	$1,820,211
4	Merritt Road (City Limits to PGBT)	2 Lane Undivided	4 Lane Divided	700	$1,523,500	$183,000	$267,000	$1,973,500	$14,886,000
5	Merritt Road (PGBT to Northern Heritage Circle Intersection)	2 Lane Undivided	4 Lane Divided	7,400	$8,500,000	$1,500,000	$2,152,000	$12,152,000	$4,824,253
6	Ranch Road (Dewitt St. to Clearmeadow Ln.)	Unbuilt	2 Lane Undivided	2,070	$12,513,700	$208,000	$304,000	$2,243,700	$5,724,000
7	Maxwell Creek Road (Ranch Rd. to Bridge)	Unbuilt	2 Lane Undivided	1,000	$1,059,100	$128,000	$186,000	$1,373,100	$7,250,000
8	Blackburn Rd./Ingram Rd. (Murphy Rd. to Dewitt Rd.)	2 Lane Undivided	4 Lane Divided	5,240	$7,306,900	$977,000	$1,279,000	$9,462,900	$9,536,000
9	Pleasant Valley Road (Merritt Rd. to City Limits)	2 Lane Undivided	4 Lane Divided	9,600	$14,200,000	$1,300,000	$2,462,000	$17,962,000	$7,130,779
10	Hudson Drive (Miles Rd. Area to Merritt Rd. Area)	Unbuilt	2 Lane Divided	2,800	$2,733,400	$329,000	$479,000	$3,541,400	$6,679,000
11	Hudson Drive (Sewell Dr. to future extension of Rosewood Ln.)	Unbuilt	4 Lane Divided	1,500	$1,806,000	$217,000	$317,000	$2,340,000	$8,237,000
12	Rosewood Lane (Existing Rosewood Ln. to Bunker Hill Rd.)	Unbuilt	2 Lane Undivided	2,130	$1,802,100	$217,000	$316,000	$2,335,100	$5,789,000
13	Pleasant Valley Road (Miles Rd. to Pleasant Valley Rd. Curve)	Unbuilt	2 Lane Undivided	3,600	$3,352,300	$403,000	$587,000	$4,342,300	$6,369,000
14	Pleasant Valley Road (Curve in Pleasant Valley Rd. to Merritt Rd.)	Unbuilt	2 Lane Undivided	1,260	$1,384,300	$167,000	$243,000	$1,794,300	$7,519,000
15	Hooper Road (SH 78 to Bailey Rd.)	2 Lane Undivided	2 Lane Undivided	850	$701,900	$85,000	$123,000	$909,900	$5,653,000
16	Bailey Road (Hooper Rd. to Sachse Rd.)	2 Lane Undivided	2 Lane Undivided	4,700	$3,682,400	$442,000	$645,000	$4,769,400	$5,358,000
17	Ben Davis Street (SH 78 to Dewitt Rd.)	2 Lane Undivided	2 Lane Undivided	1,120	$911,700	$110,000	$160,000	$1,181,700	$5,571,000
18	Dewitt Road (Ben Davis Rd. to 3rd St.)	2 Lane Undivided	2 Lane Undivided	930	$718,800	$87,000	$126,000	$931,800	$5,291,000
19	3rd Street (SH 78 to Dewitt Rd.)	2 Lane Undivided	4 Lane Divided	860	$1,303,900	$157,000	$229,000	$1,689,900	$10,376,000
20	4th Street (SH 78 to Dewitt Rd.)	2 Lane Undivided	4 Lane Divided	660	$1,012,900	$122,000	$178,000	$1,312,900	$10,504,000
21	3rd Street (SH 78 to Sachse Rd.)	2 Lane Undivided	4 Lane Divided	1,420	$1,903,000	$229,000	$334,000	$2,466,000	$9,170,000
22	3rd Street (Dewitt Rd. to Blackburn Rd.)	2 Lane Undivided	2 Lane Undivided	2,070	$1,599,900	$192,000	$280,000	$2,071,900	$5,285,000
23	Williford Road (SH 78 to Bailey Rd.)	2 Lane Undivided	2 Lane Undivided	3,640	$3,199,500	$384,000	$560,000	$4,143,500	$6,011,000
24	Ben Road (Existing Ben Rd. to Pinnacle Oaks Dr.)	Unbuilt	2 Lane Undivided	1,450	$1,085,400	$131,000	$190,000	$1,406,400	$5,122,000
25	Ben Road (Pleasant Valley Rd. to Existing Ben Rd.)	2 Lane Undivided	2 Lane Undivided	1,560	$1,205,500	$145,000	$211,000	$1,561,500	$5,286,000
26	Park Lane (SH 78 to Future Industrial Road)	Unbuilt	2 Lane Undivided	400	$345,300	$42,000	$61,000	$448,300	$5,918,000
27	Future Cody Lane (Park St. to Future Road C)	Unbuilt	2 Lane Undivided	1,000	$1,059,100	$128,000	$186,000	$1,373,100	$7,250,000
28	Future Road C (Cody Ln. to Ranch Rd.)	Unbuilt	2 Lane Undivided	1,650	$1,235,300	$149,000	$217,000	$1,601,300	$5,125,000
29	Future Road A (PGBT Frontage Rd. to future Bunker Hill Rd.)	Unbuilt	2 Lane Undivided	670	$500,300	$61,000	$88,000	$649,300	$5,117,000
30	Future Road A (Pleasant Valley Rd. to PGBT Frontage Road)	Unbuilt	2 Lane Undivided	740	$553,500	$67,000	$97,000	$717,500	$5,120,000
31	Future Road B (Pleasant Valley Rd. to Sachse Rd.)	Unbuilt	2 Lane Undivided	4,100	$3,073,000	$369,000	$538,000	$3,980,000	$5,126,000
32	Canyon Crest Lane (Clearmeadow Ln. to Cody Ln.)	Unbuilt	2 Lane Undivided	770	$688,900	$83,000	$121,000	$892,900	$6,123,000
33	Canyon Crest Lane (Larkmeadow Tr. to McCreary Rd.)	Unbuilt	2 Lane Undivided	1,000	$897,200	$108,000	$158,000	$1,163,200	$6,142,000
Total Project					$ 101,401,800	$ 12,178,000	$ 17,743,000	$ 131,322,800	

Project Completed

Project Eminent

Project Partially Completed

CIP Streets – 2012 Major CIP Project Rankings (Top 10)

1. **Merritt Road/Sachse Road Intersection – Preliminary Design Complete**
2. **Sachse Road (SH 78 to City Limits) – Phase 1 Construction upcoming**
3. **5th Street (SH 78 to Sachse Road) – Construction upcoming**
4. **Merritt Road (City Limits to PGBT) – Completed in 2014**
5. **Merritt Road (PGBT to Heritage Circle) – Future Design Required**
6. **Ranch Road (Dewitt to Clearmeadow) – Completed in 2015**
7. **Maxwell Creek Road (Ranch Road to Bridge) – Phase 1 completed in 2015**
8. **Blackburn/Ingram (Murphy Road to Dewitt) – Phase 1 completed in 2015**
9. **Pleasant Valley Road (Merritt to City Limits) – Future Design Required**
10. **Hudson Drive (Miles to Merritt) – Phase 1 completed in 2014**

CIP Streets – 2017 Major CIP Project List

TABLE 7-5
City of Sachse Roadway Impact Fees
Roadway Project Cost Summary

Priority	Description	Classification		Length (ft)	Cost Estimate							
		Existing	Proposed		Construction	Engineering/ Surveying	Right-of-Way/ Easements	Total	Cost Per Mile	Bonding Costs	Interest Payments	Total of Bond Payments
								F+G+H		I x 8%	Sum of PMT(I+K, 3.5%, Semi-Annual Payments, 20 Years	
1	Merritt Road (Northern Heritage Cir. to Sachse Rd.)	2 Lane Undivided	4 Lane Divided	850	$4,000,000	$308,000	$449,000	$4,757,000	$1,888,493	$285,420	$2,011,340	$7,053,760
2	Sachse Road (SH 78 to City Limits)	2 Lane Undivided	4 Lane Divided	13,300	$22,350,000	$3,000,000	$3,840,000	$29,190,000	$11,588,211	$1,751,400	$12,342,020	$43,283,420
3	5th Street (SH 78 to Sachse Rd.)	2 Lane Undivided	4 Lane Divided	1,540	$3,975,000	$250,000	$360,000	$4,585,000	$1,820,211	$275,100	$1,938,610	$6,798,710
4	Merritt Road (PGBT to Northern Heritage Circle Intersection)	2 Lane Undivided	4 Lane Divided	7,400	$8,500,000	$1,500,000	$2,152,000	$12,152,000	$4,824,253	$729,120	$5,138,070	$18,019,190
5	Maxwell Creek Road (Ranch Rd. to Bridge)	Unbuilt	2 Lane Undivided	1,000	$1,059,100	$128,000	$186,000	$1,373,100	$7,250,000	$82,390	$580,570	$2,036,060
6	Blackburn Rd / Ingram Rd. (Murphy Rd. to Dewitt Rd.)	2 Lane Undivided	4 Lane Divided	5,240	$7,308,900	$877,000	$1,279,000	$9,482,900	$9,538,000	$567,770	$4,001,070	$14,051,740
7	Pleasant Valley Road (Merritt Rd. to City Limits)	2 Lane Undivided	4 Lane Divided	9,600	$14,200,000	$1,300,000	$2,462,000	$17,962,000	$7,130,775	$1,077,720	$7,594,630	$26,634,350
8	Hudson Drive (Sewell Dr. to future extension of Rosewood Ln.)	Unbuilt	4 Lane Divided	1,500	$1,806,000	$217,000	$317,000	$2,340,000	$8,237,000	$140,400	$989,390	$3,469,790
9	Rosewood Lane (Existing Rosewood Ln. to Bunker Hill Rd.)	Unbuilt	2 Lane Undivided	2,130	$1,802,100	$217,000	$316,000	$2,335,100	$5,789,000	$140,110	$987,320	$3,462,530
10	Pleasant Valley Road (Miles Rd. to Pleasant Valley Rd. Curve)	Unbuilt	2 Lane Undivided	3,600	$3,352,300	$403,000	$587,000	$4,342,300	$6,369,000	$260,540	$1,836,000	$6,438,840
11	Pleasant Valley Road (Curve in Pleasant Valley Rd. to Merritt Rd.)	Unbuilt	2 Lane Undivided	1,260	$1,384,300	$187,000	$243,000	$1,794,300	$7,519,000	$107,660	$758,660	$2,660,620
12	Hooper Road (SH 78 to Bailey Rd.)	2 Lane Undivided	2 Lane Undivided	850	$701,900	$85,000	$123,000	$909,900	$5,653,000	$54,590	$384,720	$1,349,210
13	Bailey Road (Hooper Rd. to Sachse Rd.)	2 Lane Undivided	2 Lane Undivided	4,700	$3,682,400	$442,000	$645,000	$4,769,400	$5,358,000	$286,160	$2,016,580	$7,072,140
14	Ben Davis Street (SH 78 to Dewitt Rd.)	2 Lane Undivided	2 Lane Undivided	1,120	$911,700	$110,000	$160,000	$1,181,700	$5,571,000	$70,900	$499,640	$1,752,240
15	Dewitt Road (Ben Davis Rd. to 3rd St.)	2 Lane Undivided	2 Lane Undivided	920	$718,600	$87,000	$126,000	$931,600	$5,291,000	$55,910	$393,980	$1,381,690
16	3rd Street (SH 78 to Dewitt Rd.)	2 Lane Undivided	4 Lane Divided	860	$1,303,900	$157,000	$229,000	$1,689,900	$10,376,000	$101,390	$714,520	$2,505,810
17	4th Street (SH 78 to Dewitt Rd.)	2 Lane Undivided	4 Lane Divided	660	$1,012,900	$122,000	$178,000	$1,312,900	$10,504,000	$78,770	$555,110	$1,946,780
18	3rd Street (SH 78 to Sachse Rd.)	2 Lane Undivided	4 Lane Divided	1,420	$1,903,000	$229,000	$334,000	$2,466,000	$9,170,000	$147,960	$1,042,670	$3,656,630
19	3rd Street (Dewitt Rd. to Blackburn Rd.)	2 Lane Undivided	2 Lane Undivided	2,070	$1,599,900	$192,000	$280,000	$2,071,900	$5,285,000	$124,310	$876,030	$3,072,240
20	Williford Road (SH 78 to Bailey Rd.)	2 Lane Undivided	2 Lane Undivided	3,640	$3,199,500	$384,000	$560,000	$4,143,500	$6,011,000	$248,610	$1,751,940	$6,144,050
21	Ben Road (Existing Ben Rd. to Pinnacle Oaks Dr.)	Unbuilt	2 Lane Undivided	1,450	$1,085,400	$131,000	$190,000	$1,406,400	$5,122,000	$84,380	$594,650	$2,085,430
22	Ben Road (Pleasant Valley Rd. to Existing Ben Rd.)	2 Lane Undivided	2 Lane Undivided	1,560	$1,205,500	$145,000	$211,000	$1,561,500	$5,286,000	$93,690	$660,290	$2,315,420
23	Park Lane (SH 78 to Future Industrial Road)	Unbuilt	2 Lane Undivided	400	$345,300	$42,000	$61,000	$448,300	$5,918,000	$26,900	$189,550	$664,750
24	Future Cody Lane (Park St. to Future Road C)	Unbuilt	2 Lane Undivided	1,000	$1,059,100	$128,000	$186,000	$1,373,100	$7,250,000	$82,390	$580,570	$2,036,060
25	Future Road C (Cody Ln. to Ranch Rd.)	Unbuilt	2 Lane Undivided	1,650	$1,255,300	$149,000	$217,000	$1,601,300	$5,125,000	$96,080	$677,060	$2,374,440
26	Future Road A (PGBT Frontage Rd. to future Bunker Hill Rd.)	Unbuilt	2 Lane Undivided	670	$500,300	$61,000	$88,000	$649,300	$5,117,000	$38,960	$274,540	$962,800
27	Future Road A (Pleasant Valley Rd. to PGBT Frontage Road)	Unbuilt	2 Lane Undivided	740	$553,500	$67,000	$97,000	$717,500	$5,120,000	$43,050	$303,370	$1,063,920
28	Future Road B (Pleasant Valley Rd. to Sachse Rd.)	Unbuilt	2 Lane Undivided	4,100	$3,073,000	$369,000	$538,000	$3,980,000	$5,126,000	$238,800	$1,682,810	$5,901,610
Total Project					$ 93,827,100	$ 11,267,000	$ 16,414,000	$ 121,508,100		$7,290,480	$ 51,375,650	$180,174,230

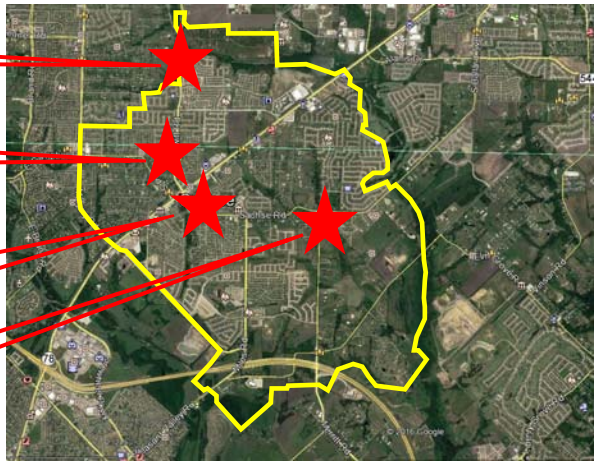
Note: City of Sachse may re-prioritize these projects based on PM fund availability and other factors.

Staff Recommendations – Major CIP Project Rankings (Top 10)

1. Sachse Road & 5th Street Widening (Sachse Road Phase 1)
2. Merritt Road Re-alignment (Merritt Road Phase 1)
3. Maxwell Creek Road – Phase 2
4. Blackburn/Ingram – 3rd Street to Dewitt Road (Phase 1)
5. Merritt Road – Heritage Circle to Pleasant Valley Road (Merritt Road Phase 2)
6. Sachse Road – Miles Road to Merritt Road (Phase 2)
7. Sachse Road – Merritt Road to City Limit (Phase 3)
8. Sachse Road – Muddy Creek Bridge (Phase 4)
9. Pleasant Valley Road – Merritt Road to Ben Road
10. Pleasant Valley Road – Ben Road to Elm Grove

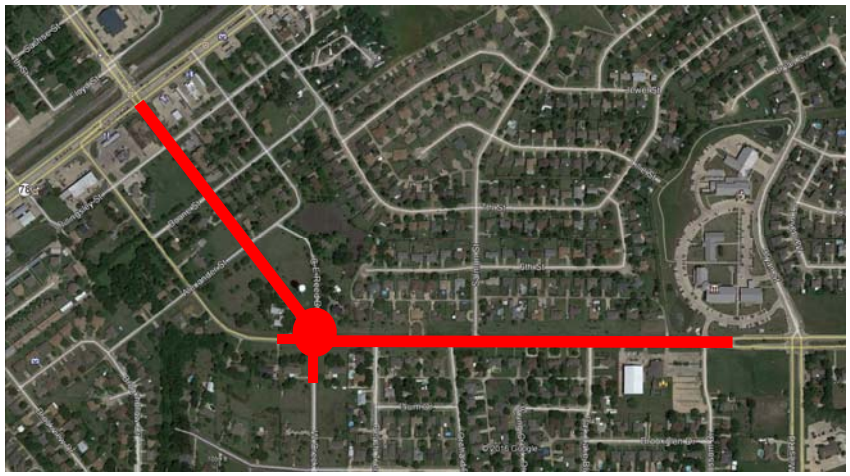
Staff Recommendations - Key CIP Street Expansion Projects

- Maxwell Creek Road Extension
- Blackburn/Ingram 3rd Street to Dewitt
- 5th Street/Sachse Road Widening
- Merritt Road Re-Alignment



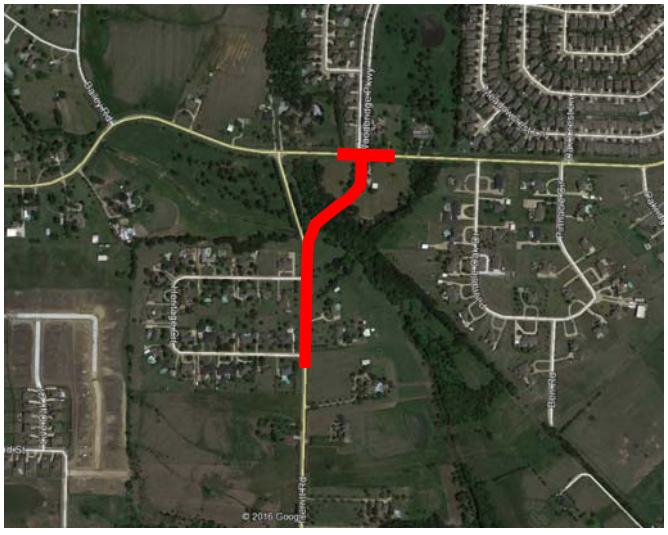
Sachse Road/5th Street Widening

- Location: SH 78 to Miles Road
- Scope: Widen from 2-lane asphalt to 4-lane concrete
- Cost: $6,000,000
- Funding Source: Dallas County and City 50/50 Match
- Funded: Yes
- Status: Design 95% complete. Right-of-way acquisition ongoing
- Notes: Once Right-of-way acquisition is complete, Dallas County will move the project into the bid phase.



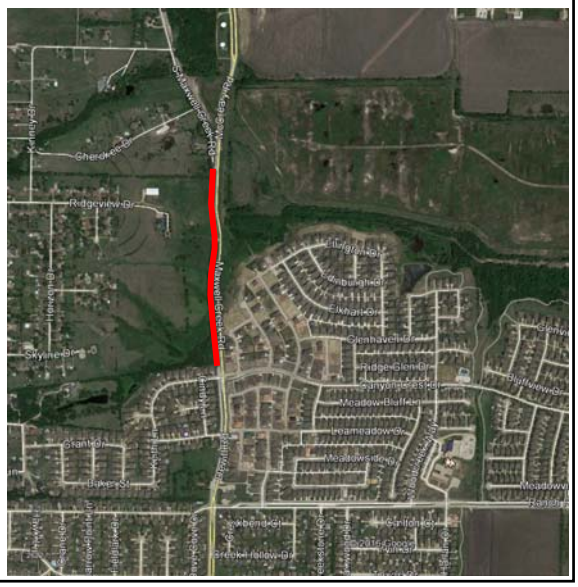
Merritt Road Re-Alignment

- Location: Merritt Road at Sachse Road
- Scope: Re-align Merritt Road with Woodbridge Parkway
- Cost: $4,775,000
- Funding Source: TBD
- Funded: No
- Status: Project recommended in Comprehensive Plan. Preliminary engineering design complete. Staff seeking potential partnering opportunities.



Maxwell Creek Road Extension

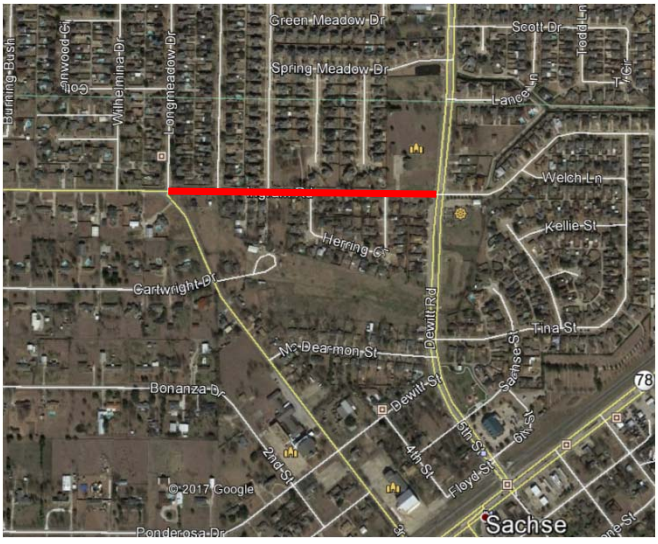
- Location: Keith Lane to existing bridge
- Scope: Construct the western 2 lanes
- Estimated Cost: $1,200,000.00
- Funding Source: Collin County Funds ($588,000.00)
- Funded: Partially (No City funds yet identified)
- Status: Preliminary Engineering is complete
- Notes:
  - The City of Murphy has a prospective developer seeking to subdivide the adjacent property into single family residential lots. If the development receives zoning approval, City of Sachse staff will be working with the City of Murphy and the developer to have the developer construct the new lanes.
  - The existing Sachse Farms lift station will be required to be relocated in order to construct the new lanes.



Blackburn-Ingram – Phase 1

- Location: Ingram Road from 3rd Street to Dewitt Road
- Scope: Widen Ingram Road, construct intersection improvements, and install traffic signal at Ingram/Dewitt Intersection
- Cost: $2,100,000
- Funding Source: TBD
- Funded: No
- Status: Traffic signal warrant study completed in May at intersection of Ingram and Dewitt. Intersection met multiple warrants. Significant congestion is occurring on Ingram during peak traffic times.

Temporary Option – Install traffic signal at intersection ($350,000.00)



Collector and Arterial Road Maintenance Projects Funding Opportunities

- General Fund (current balance ~$2M above reserve)
- Available room on existing tax rate (Financial analysis needed)
- Roadway Impact Fees (Current balance ~$1.7M – can not be used for maintenance)

Next Steps

- Staff is seeking feedback on the following items related to City Street expansion projects:
  - Ranking Major Capital Road projects
  - Funding considerations
- Staff will return to Council in July with specific project costs and budgets for FY 2017-2018 projects based upon feedback received

2017-2018 CIP

Street Maintenance

City Council

June 19, 2017

Overview

- Staff is seeking to present preliminary information on street maintenance needs for consideration in the FY 2017-2018 Budget.
- Staff will utilize feedback received to refine the scope of work, obtain specific quantities and quotes from contractors.
- This information will be presented in more detail to the City Council in July, and included in the FY 2017-2018 budget.
- The items included for discussion include:
  - Maintenance Needs – neighborhood streets
  - Maintenance Needs – collector and arterial roads
  - Staff Recommendations – maintenance projects to consider
  - Funding Opportunities
  - Next Steps

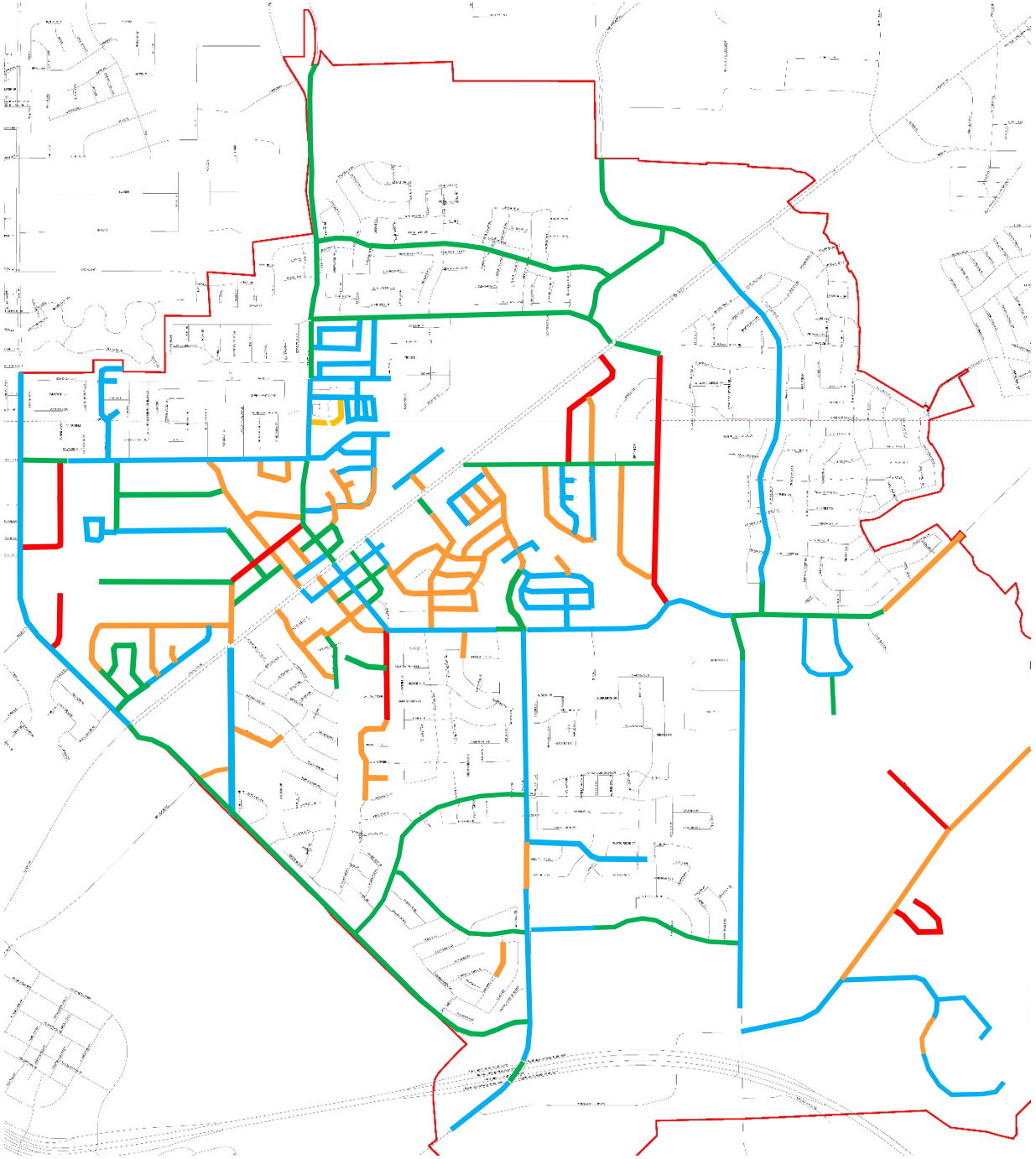
Maintenance Needs

- Staff is dividing maintenance needs into two categories:
  - Local Neighborhood Streets
  - Collector and Arterial Roads

- Many collector and arterial roads in need of maintenance are also included in the 10-yr CIP for expansion.
  - These “unimproved roads” are 24’ wide two lane asphalt roads with bar ditches.
  - However, they are shown in the 10-yr CIP to be widened and re-constructed as concrete streets, with sidewalks and underground storm drainage systems.

Map of Areas Assessed to Date

- PASER Score 1-2
- PASER Score 3-4
- PASER Score 5-7
- PASER Score 8-10



Street Maintenance Tax Program

- In the May election, voters approved the continuation of the ¼ cent sales and use tax for Street Maintenance.
- As part of the CIP Update process, staff reviews the conditions of existing streets and includes street rehabilitation needs in the CIP for Street Maintenance Tax (SMT) funding.
- For FY 2017-18, the anticipated available funding is $365,000.
- Historically, the majority of SMT funding has gone toward maintenance and rehabilitation projects of local neighborhood streets.

Local Neighborhood Streets

Street Maintenance Needs

- Asphalt and Concrete Neighborhood Streets with a PASER Rating of 2

Sachse Street	5th to 6th	$	30,000.00
Sachse Street	4th to 5th	$	26,000.00
Ben Road	Pleasant Valley to end	$	160,000.00
Pleasant Valley Place	Pleasant Valley Road to End	$	84,800.00
Longbranch Court	Pleasant Valley Pl. to End	$	61,600.00
Pecan Grove Dr.	Murphy Road to End	$	82,400.00
Dewitt Street	Ponderosa Tr. To 3rd St.	$	87,600.00
Hilltop Tr. & Meadow Ln.	Murphy Rd. to Blackburn Rd.	$	180,800.00
Sable Lane	Williford to SH 78	$	188,000.00
Brookview Court Alley*	N/A	$	82,000.00
Peachtree Lane	Timber Creek to Cedar Creek	$	412,988.89
Williams Street	Bryan Street to Jewell Street	$	346,620.00

*Brookview Court Alley is eligible for CDBG Funds from Dallas County for FY 2017-2018

Street Maintenance Needs

- Concrete Neighborhood Streets with a PASER Rating of 3

Parkview Drive (panel replacement)	at Parkridge Drive	$	58,000.00
Tina Street (panel replacement)	Dewitt to Ingram	$	80,000.00
William Street	Jewel St. to Bryan St.	$	100,200.00
Herring Circle	Ingram to Ingram	$	475,400.00
Seventh Street	Bryan St to Lillie	$	388,200.00
Seventh Street	Lillie to Salmon	$	339,900.00
Briarcrest Lane	Hunters Ridge Drive to Miles Road	$	319,200.00
Rustic Ridge Court	Hunters Ridge to Emerson Way	$	300,400.00
Emerson Way	Gatewood to Rustic Ridge	$	187,800.00
Orchard Drive	Timbercreek Circle to Cedar Creek Lane	$	413,000.00
Orchard Drive	Sachse Road to Timber Creek Circle	$	488,100.00
Peachtree Lane	Sachse Road to Timber Creek Circle	$	450,600.00

Street Maintenance Needs

- Asphalt Neighborhood Streets with a PASER Rating of 3

Anthony Ln.	Williford Rd. to Bailey Rd.	$	196,800.00
Vicksburg Drive	Ben Davis to Jefferson	$	192,000.00
Greensboro Drive	Vicksburg to Cornwall	$	73,600.00
Dixie Circle	Cornwall to End	$	28,000.00
Fourth Street	Floyd to DeWitt	$	54,000.00
DeWitt Road	5th to 3rd	$	62,400.00
Coral Lane	Sable to Williford	$	100,000.00
Billingsley Street	SH78 to 7th St	$	90,000.00

Staff Recommendations – Local Neighborhood Street Projects

- Asphalt Projects - $362,400.00 (Street Maintenance Tax Funds)
  - Sachse Street – 4th Street to 6th Street - $56,000.00
  - Pleasant Valley Place/Longbranch Court - $146,400.00
  - Ben Road - $160,000.00
- Concrete Projects – Final Cost TBD (Street Department Budget)
  - Tina Street Panel Replacement - $80,000.00 (scope to be further specified & quotes obtained for panel replacement)
  - Parkview Drive Panel Replacement - $58,000.00 (scope to be further specified & quotes obtained for panel replacement)
- The Street Department will continue to complete minor repairs and maintenance activities throughout the City to address failing sections of streets.

Arterial and Collector Streets

Staff Recommendations – ranking of collector and arterial road maintenance projects (PASER Rating of 3 or less)

1	Bryan Street	Sachse Road to Williford	$	238,000.00
2	West Creek	Sachse Road to Timber Creek	$	132,000.00
3	Bailey Road	Hooper to Williford Road	$	180,000.00
4	Bailey Road	Williford Road to Sachse Road	$	206,000.00
5	West Creek*	Timber Creek to Dogwood Court	$	193,000.00
6	Sachse Road**	SH 78 to 5th Street	$	190,000.00
7	Sachse Road**	Public Works to City Limit	$	273,000.00
8	Ben Davis Road	DeWitt to Vicksburg	$	82,000.00
9	3rd Street	Blackburn to McDearmon	$	233,600.00
10	Merritt Road	Sachse Road to Heritage Circle	$	190,000.00
			Total: $	1,917,600.00

Note: Costs shown above are for full depth replacement of asphalt streets and/or panel replacement of concrete streets. Costs do not reflect improving asphalt streets to concrete streets with sidewalks or construction of underground storm systems.

*Note: West Creek is not formally identified as a collector road, but functions as such

**Note: Sachse Road projects may be eligible for Dallas County participation

Collector and Arterial Road Maintenance Projects Funding Opportunities

- General Fund (current balance ~$2M above reserve)
- Available room on existing tax rate (Financial analysis needed)
- Roadway Impact Fees (Only eligible for expansion of streets – would increase cost of eligible projects to expand the scope from maintenance to expansion)

Next Steps

- Staff is seeking feedback on the following items:
    - Street Maintenance Tax Project Selection
    - Arterial and Collector Road Projects & Funding

- Staff will return to Council in July with specific maintenance project costs and budgets for FY 2017-2018 projects based upon feedback received

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3866	**Version:**	1	**Name:**	Strategic Plan FY 2017-2018
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/16/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	Discuss and receive input on the City's FY 2017-2018 Strategic Plan.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017-2018 Strategic Plan				

Date	Ver.	Action By	Action	Result

Title
FY 2017-2018 Strategic Plan discussion.

Background
In March 2017, the City Council held a strategic planning retreat to discuss the recommendations from the Comprehensive Plan and how those will be incorporated into the 2017/18 strategic plan. Tonight, the City Council will discuss these recommendations and new action items for the 2017/18 Strategic Plan.

Policy Considerations
None.

Budgetary Considerations
None at this time.

Staff Recommendations
The City Manager is seeking feedback and direction from the City Council on additional items for the FY 2017-2018 Strategic Plan. At the July 17 City Council meeting, the City Manager will present a draft of the FY 2017-2018 budget with the final FY 2017-2018 Strategic Plan.

2017-2018 Strategic Plan

City Council Meeting

June 19, 2017

Sachse is a tranquil community welcoming the future while offering a safe and enjoyable quality of life to all those who call Sachse home.

City of Sachse

Strategic Plan

- Strategic Plan 2015/16 adopted and completed
- Comprehensive Plan adopted on March 6, 2017
- City Council Strategic Planning Session on March 18, 2017
  - Comprehensive Plan recommendation focused
  - Preparation for FY 2017-2018 Budget process
- Community input and engagement through the Comprehensive Plan and City Council direction are the basis of the 2017/18 Strategic Plan

Strategic Plan Focus Areas

- Development for diversification of tax base
  - Infrastructure expansion and zoning for PGBT development
  - Zoning for Old Town development
  - Optimal development standards and codes for quality development citywide
- Providing exceptional services
  - Public safety community outreach and staff development
  - Quality of life focus on expanded parks and recreation and library services
  - Improved streets, water and sewer infrastructure
  - Continued employee customer service focus
  - Exceptional financial planning and financial transparency

GOAL 1

Meet the public safety needs of a growing citizen, student, and business population

Goal 1

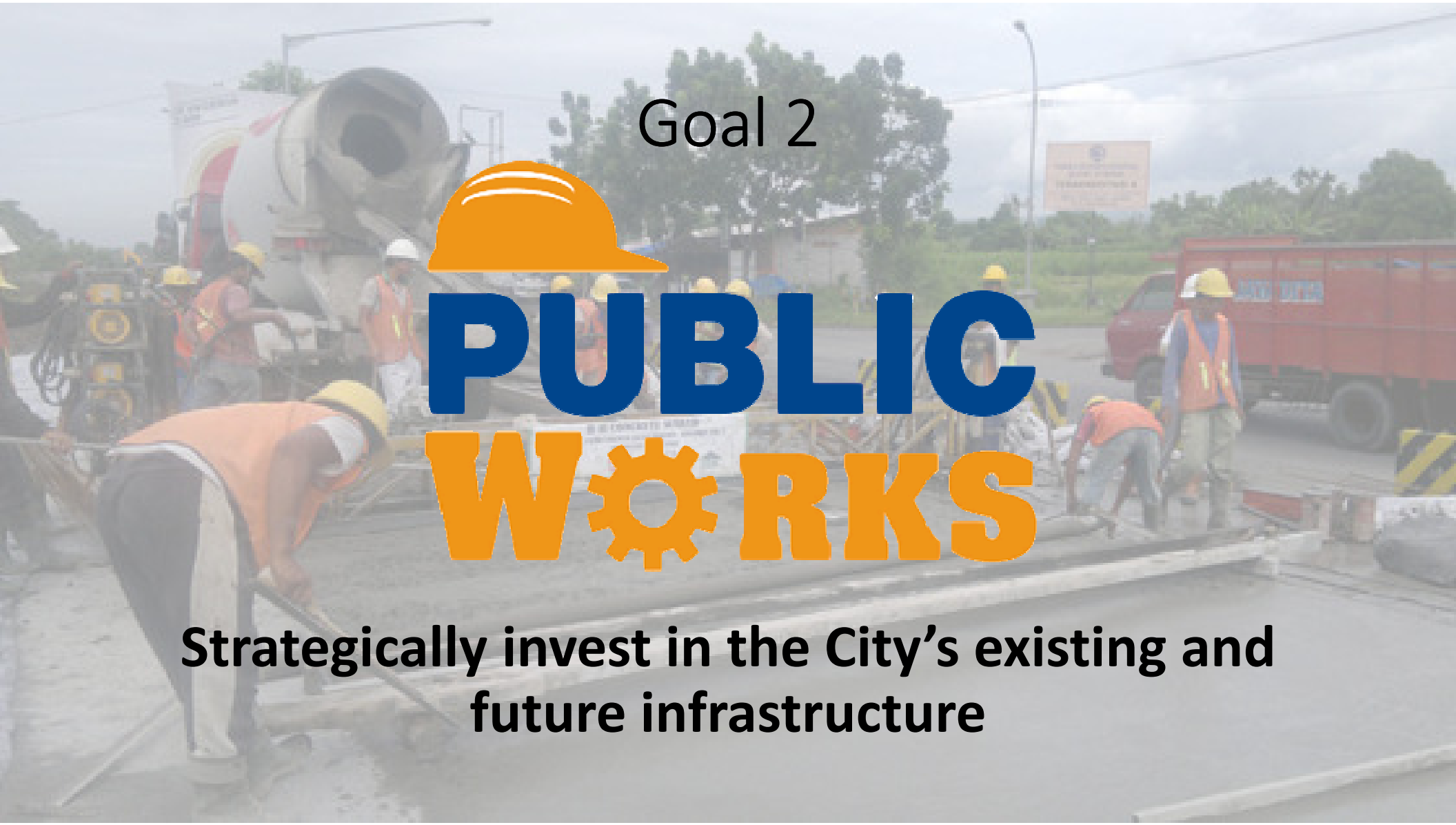
Meet the public safety needs of a growing citizen, student, and business population

- <u>Service Enhancements - Fire</u>
  - Develop a comprehensive training program and competency testing for all ranks
  - Develop key performance indicators for emergency response through the implementation of the fire station alerting system
  - Evaluate options and develop action plan for Fire and EMS Accreditation
  - Implement action plan to achieve an ISO Rating of 1

Goal 1

Meet the public safety needs of a growing citizen, student, and business population

- <u>Service Enhancements - Police</u>
  - Improve community outreach programming and implement new services
  - Expand E-Watch, Neighborhood Video, and Lockbox programs by 10%
  - Leverage technology to improve efficiency
  - Increase community involvement and transparency
  - Conduct staff training related to professionalism, community values, and contemporary police topics



Goal 2

PUBLIC WORKS

Strategically invest in the City's existing and future infrastructure

Goal 2

Strategically invest in the City's existing and future infrastructure

- <u>Infrastructure - Expansion</u>
  - Begin construction of Sachse Road/5th Street widening
  - Construct Bunker Hill Sewer Upgrade
  - Bid & construct southeast water tower
  - Complete final design – southeast sewer expansion
  - Complete final design – Merritt Road re-alignment

Goal 2

Strategically invest in the City's existing and future infrastructure

- <u>Infrastructure Maintenance</u>
  - Complete PASER Rating program for all City streets 10+ years old
  - Finish the TV inspections for all sewer mains 30+ years of age, identify sewer rehabilitation needs

- <u>Initiatives</u>
  - Begin American Public Works Association Public Works accreditation process

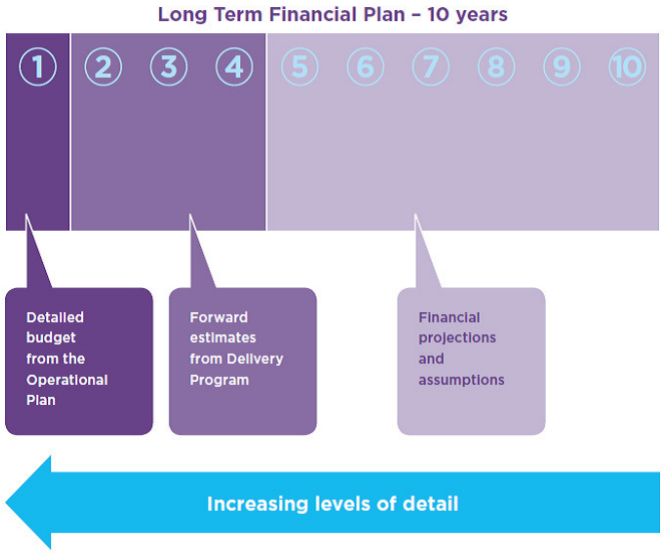
Goal 3

Be a model of financial stewardship through growth management, responsible investment, and financial transparency

Goal 3

Be a model of financial stewardship through growth management, responsible investment, and financial transparency

- <u>Policy Initiatives</u>
  - Complete and implement long-range financial plan
  - Research and negotiate new solid waste contract for April 2019 renewal
  - Expand Comprehensive Financial Policies to include Fraud and Financial Ethics
  - Participate in GFOA Popular Annual Financial Reporting Award Program



Goal 4

Parks and Recreation

LIBRARY

CELEBRATING 20 YEARS
SACHSE
OF INVESTMENT & GROWTH
Economic Development Corporation

Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse

Goal 4

Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse

- <u>Initiatives</u>
  - Bring forward the Municipal Development District (MDD) for a public election, to utilize the available 0.25 cent of sales tax for improving the public park system
  - Update Parks, Recreation, and Open Space Master Plan
  - Identify additional parks and open space opportunities

Goal 4

Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse

- <u>Service Enhancements</u>
  - Re-design Heritage Park, to include additional programming
  - Enhance Christmas holiday events

City Planning
Goal 5
CELEBRATING 20 YEARS
SACHSE
OF INVESTMENT & GROWTH
Economic Development Corporation
EDC
Make Sachse more prosperous through job creation and quality development that adds community value

Goal 5

Make Sachse more prosperous through job creation and quality development that adds community value

- <u>Initiatives</u>
  - Initiate PGBT and Old Town zoning
  - Adopt 2015 construction codes (International Fire Code/International Building Code)
  - Make amendments to the Zoning ordinances of the City, including architecture, landscaping, parking, signage, use charts, and processes

Goal 6

Provide excellent government services to Sachse Citizens

Goal 6

Provide excellent government services to Sachse Citizens

- <u>Service Enhancements</u>
  - Review and revise policies regarding existing service programs (garage sales, bulk trash, donation bins, graffiti)
  - Continue to review and update code-related ordinances for community preservation
  - Implement a formal customer service program

Next Steps

- The City Manager is seeking feedback and direction from the City Council on additional items for the FY 2017-18 Strategic Plan.
- At the July 17th meeting, the City Manager will present a draft of the FY 2017-18 budget with the Final FY 2017-18 Strategic Plan.

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3860	**Version:**	1	**Name:**	Discuss and Award Contract for Auditing Services
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/14/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	Consider a resolution authorizing the City Manager to execute an agreement with LaFollett & Abbott, PLLC to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2017.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Resolution				

Date	Ver.	Action By	Action	Result

Title
Consider a resolution authorizing the City Manager to execute an agreement with LaFollett & Abbott, PLLC to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2017.

Background
City Charter Section 7.18 requires that an independent audit be performed at the close of each fiscal year by a certified public accountant. No more than five consecutive annual audits can be completed by the same firm. The independent audit firm of BrooksCardiel, PLLC, completed the audit of the City 's financial statements for the period ending September 30, 2016 which was the completion of five successive years as the City Auditor.

The Finance Department issued a Request for Proposals (RFP) for independent auditors for the fiscal year ending September 30, 2017. The RFP allows for an extension of the contract for an additional four year term.

Five proposals were received **(Proposals have been provided to the City Secretary and are available upon request):**

BrooksWatson & Co, PLLC, Houston, Texas
LaFollett & Abbott, PLLC, Tom Bean, Texas
McConnell & Jones, LLP, Addison, Texas
Patillo, Brown & Hill, LLP, Waco, Texas
WhitleyPenn, Dallas, Texas

All of the firms submitting an RFP substantially met the minimum standards and mandatory requirements as set out in the RFP such as licensing requirements, independence standards, and a record of responsible work, peer review and continuing education requirements. Issues taken into

consideration in evaluating the proposals were the firms ability to meet stated deadlines, ability to complete interim and audit fieldwork in accordance with the City's schedule and completion of the final report and presentation to City Council as well as the response to reference checks. Staff also considered the proposed number of hours and the proposed annual fee.

After reviewing the proposals in detail, staff eliminated WhitleyPenn and Patillo, and Brown & Hill based on the proposed fees. BrooksWatson is a reorganization of the current audit firm and ranked third for consideration. Two remaining firms, LaFollett & Abbott and McConnell &Jones, had the best overall bid for Professional Auditing Services for the City of Sachse. LaFollett & Abbott was the lowest bidder, $23,885; 333 estimated total hours. McConnell & Jones proposed $32,325; 325 estimated total hours.

Policy Considerations

Section 7.18 of the City charter sets forth a requirement for the City Council to call for an independent audit to be made of all accounts of the City by a Certified Public Accountant. In addition, it is the responsibility of the City to comply with reasonable internal controls and to make representations that the City's financial statments are presented fairly and with full discosure of any and all financial implications.

Budgetary Considerations

The City will propose an amount equal to the contract amount for Auditing Services in the 2017-2018 budget in the General Fund, Utility Fund and the EDC. In FY 2017, the City has budgeted $26,198 for auditing services. The City Council will be required to adopt a resolution to extend the contract each year.

Staff Recommendations

Approval of a resolution authorizing the City Manager to execute an agreement with LaFollett & Abbott, PLLC to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2017.

Professional auditing services proposals

City Council

June 19, 2017

TIMELINE

- April 24 – Issued Request for Proposals
  - Posted on Website
  - Emailed 11 firms directly based on prior interest
- May 4 & 11 – Published in Sachse News
- May 24 – Deadline for Submission
- June 19 – Selection by City Council
- July 1 – Execute Contract
- August – Pre-engagement Planning
- December 22 – Completion of Fieldwork
- February 9 – Audit report presented to Council

Proposals Received

- BrooksWatson & Co, PLLC, Houston, TX
- LaFollett & Abbott, PLLC, Tom Bean, TX
- McConnell & Jones, LLP, Addison, TX
- Pattillo, Brown & Hill, LLP, Waco, TX
- WhitleyPenn, Dallas, TX

Proposal analysis

	Brooks Watson	LaFollett & Abbott	McConnell & Jones	Patillo, Brown & Hill	WhitleyPenn
RFP Mandatory Elements	Met	Met	Met	Met	Met
Expertise/Experience	Met	Met	Met	Met	Met
Proposed Hours	309	333	325	420	Not Provided
Annual Fee	24,525	23,885	32,325	41,400	58,880

City of Sachse

Proposal analysis

		LaFollett & Abbott	McConnell & Jones		
RFP Mandatory Elements		Met	Met		
Expertise/Experience		Met	Met		
Proposed Hours		333	325		
Annual Fee		23,885	32,325		
Reference Checks		3 of 3 Favorable	2 of 3 Favorable		

Proposed fees

	BrooksWatson	LaFollett & Abbott	McConnell & Jones	Patillo, Brown & Hill	WhitleyPenn
2017	24,525	23,885	32,325	41,400	58,880
2018	25,260	24,800	32,325	42,100	
2019	26,015	25,800	32,325	43,000	
2020	26,795	26,950	33,300	43,750	
2021	27,600	28,225	34,300	44,500	
Single Audit	3,500	4,500-6,500	6,500	Not Provided	5,800

City of Sachse

Staff recommendations

- Authorize the City Manager to execute an agreement with LaFollett & Abbott, PLLC to provide auditing services for the City of Sachse financial statements for the fiscal year ending September 30, 2017.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND LAFOLLETT & ABBOTT, PLLC TO PROVIDE AUDITING SERVICES FOR THE CITY'S FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to maintain its finances in conformity with generally accepted accounting principles in order to conduct City business in a fair and business-type manner; and

WHEREAS, the City Council for the City of Sachse desires to secure professional auditing services for the City's financial statements; and

WHEREAS, the City of Sachse has received sealed proposals and City staff is recommending award to the lowest responsible firm meeting the specifications to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2017; and

WHEREAS, the City Council of the City of Sachse, desires to authorize execution of an Agreement.

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement, to be attached hereto as Exhibit "A," with LaFollett & Abbott, PLLC to provide auditing services for the City's financial statements for the fiscal year ending September 3, 2017.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 19th day of June, 2017.

CITY OF SACHSE, TEXAS

_____
Mike J. Felix, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, City Secretary

EXHIBIT "A"
AGREEMENT
(to be attached)

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3862	**Version:** 1	**Name:**	Architecture CC WS I (6-19-17)	
Type:	Agenda Item		**Status:**	Agenda Ready	
File created:	6/14/2017		**In control:**	City Council	
On agenda:	6/19/2017		**Final action:**		
Title:	Discuss proposed revisions to Chapter 11 (Zoning) of the Code of Ordinances, to adopt Architectural Design Standards.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Proposed Regulations				

Date	Ver.	Action By	Action	Result

Title

Discuss proposed revisions to Chapter 11 (Zoning) of the Code of Ordinances, to adopt Architectural Design Standards.

Background

- The 2017 Comprehensive Plan identified Architectural Standards as a 1st year priority
- Respondents identified high quality standards as the highest priority for Sachse's new development
- Sachse still has many commercial tracts remaining undeveloped, in addition to redevelopment opportunities
- Sachse has a masonry ordinance (i.e. anti-metal requirement), but not architectural standards
- First masonry ordinance (#32) adopted in 1958
- Staff believes that architectural standards is of greater urgency than other commercial regulations, such as landscaping, parking, use chart, signage, etc.

The Ordinance

- Establishes minimum design standards for new commercial, industrial, and residential buildings
- Reviewed and approved during the permitting process
- Categorizes masonry materials into a preferred group and a secondary group
- Requires enhanced articulation and other architectural embellishments
- Regulates colors
- In conjunction, these standards ensure a minimum quality and appearance for new development in Sachse
- Relief is available through a PD or special zoning district

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Policy Considerations

- Honest differences of opinion will emerge and vary regarding exterior materials and other standards
- DFW regional standard is heavy brick, stone, & stucco
- Latest trend is to be more flexible with exterior materials (metal fascia, hardy plank, etc.) and provide more tolerance on incorporating color
- Being too prescriptive can be viewed negatively, but developers are well-accustomed to the proposed standards
- Rare & special situations may need a PD for relief
- Current standard is just anti-metal and relies upon the benevolence and pride of developers to build quality

Budgetary Considerations

N/A

Next Steps

- Initial P&Z work session with Staff - (*4-24-17*)
- An additional P&Z work session with Staff to provide specific feedback on design standards - (*6-12-17*)
- City Council presentation & review - (6-19-17)
- City Council input - (7-05-17)
- Public hearings for adoption of the new Architectural Design standards ordinance
    - P&Z (7-10-17)
    - Council (8-07-17)

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Commercial Design Standards

Architecture

City Council Presentation I

June 19, 2017

Request

Discuss proposed revisions to Chapter 11 (Zoning) of the Code of Ordinances, to adopt Architectural Design Standards.

Why Are We Here?

- The 2017 Comprehensive Plan identified Architectural Standards as a 1st year priority
- Respondents identified high quality standards as the highest priority for Sachse's new development
- Sachse still has many commercial tracts remaining undeveloped, in addition to redevelopment opportunities
- Sachse has a masonry ordinance (i.e. anti-metal requirement), but not architectural standards
- First masonry ordinance (#32) adopted in 1958
- Staff believes that architectural standards is of greater urgency than other commercial regulations, such as landscaping, parking, use chart, signage, etc.

City of Sachse

How Does it Work?

- Establishes minimum design standards for new commercial, industrial, and residential buildings
- Reviewed and approved during the permitting process
- Categorizes masonry materials into a preferred group and a secondary group
- Requires enhanced articulation and other architectural embellishments
- Regulates colors
- In conjunction, these standards ensure a minimum quality and appearance for new development in Sachse
- Relief is available through a PD or special zoning district

Important To Note

- Honest differences of opinion will emerge and vary regarding exterior materials and other standards
- DFW regional standard is heavy brick, stone, & stucco
- Latest trend is to be more flexible with exterior materials (metal fascia, hardy plank, etc.) and provide more tolerance on incorporating color
- Being too prescriptive can be viewed negatively, but developers are well-accustomed to the proposed standards
- Rare & special situations may need a PD for relief
- Current standard is just anti-metal and relies upon the benevolence and pride of developers to build quality

City of Sachse

Introduction to Building Materials

The purpose of architectural guidelines is to set minimum standards for the appearance and quality of non-residential buildings and corresponding site elements which are recognized as enhancing property values and are in the interest of the general welfare of the City of Sachse.

Introduction to Building Materials

The current architectural standards for Sachse require 100% masonry construction for exterior walls of commercial buildings. The current definition of masonry includes aggregate, brick, split-face CMU, cinder block, stone, tilt wall, stucco, and tile, and prohibits the use of EIFS, wood, metal, and cementitious fiber board for commercial purposes. The resulting effect is a 100% masonry building; however, sometimes a developer, for cost reasons, will choose masonry products that are not always perceived to be aesthetically pleasing, or design buildings without additional architectural enhancements.

City of Sachse

Introduction to Building Materials

Other cities typically manage this large pool of building materials by categorizing them into a preferred list of masonry materials required for application to a certain percentage of the building, a list of residual masonry materials for the balance of the building, a list of materials allowed only for accents, and a prohibited list of materials. The following is intended to provide a rudimentary introduction to the most common building materials so that each material can be placed in one of the 4 following categories: Group A, Group B, Group C (accents), and Prohibited.

Masonry Categories

Group A masonry materials will be the primary products of which the City prefers commercial buildings to be predominantly constructed. **Group B** masonry materials will be the secondary products of which the City recognizes as masonry materials acceptable for commercial use, but also as products that should not be the predominant material for a commercial building. **Group C** (accent) materials will be products appropriate for accents on buildings in limited application. **Prohibited** materials will be building materials that are undesirable for commercial application.

City of Sachse

Proposed Table A

TABLE A	
Categories	Materials
Primary (Group A)	Brick Stone Split Face CMU
Secondary (Group B)	Stucco Tilt-Wall (colored and stamped or scored)
Accent/Finishing (Group C)	Metal Tile Wood Cementitious Fiber Board EIFS (only when above grade by 14’)
Prohibited	Concrete Block Aggregate Vinyl/Plastic

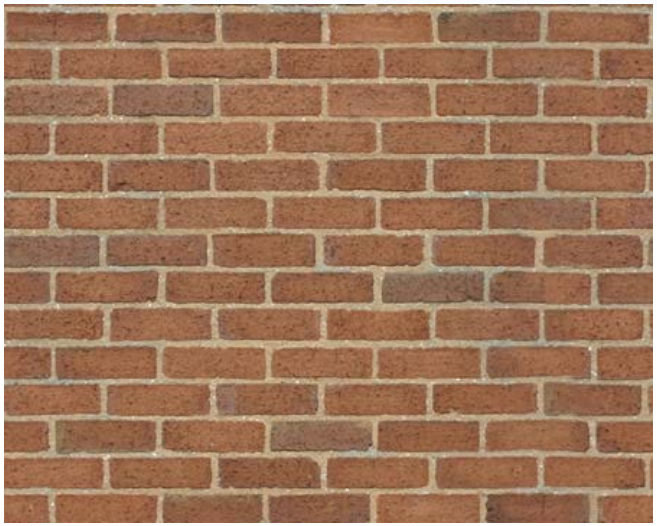
City of Sachse

Aggregate

The use of aggregate is uncommon on commercial buildings and is most commonly found on industrial and utility buildings; however, it is currently allowed by ordinance. Staff believes this material is undesirable for commercial use, yet acceptable for industrial application, and recommends it be placed in the **Prohibited** category with no provision for an exception for commercial buildings (and Category B for industrial uses).

City of Sachse

Brick



Brick is one of the most common and durable commercial exterior products, and its use throughout history and DFW is extensive. Staff recommends this material be placed in the **Group A** category as a desirable exterior material on commercial buildings.

City of Sachse

Concrete Masonry Unit
(Cinder Block; CMU)

Concrete block, whether sealed and painted, or not, is currently allowed by ordinance and not necessarily an uncommon building material. Staff believes this material is undesirable for commercial use, yet acceptable for industrial application, and recommends it be placed in the **Prohibited** category with no provision for an exception for commercial buildings (and Category B for industrial uses).

City of Sachse

Split-Face CMU
(Architectural Block)

Architectural “split-face” concrete masonry units (CMU) is a common exterior material on commercial buildings that is used throughout DFW. It is a concrete block that is “split” to give it a rough, quarried stone surface texture. The Planning & Zoning Commission recommended the material to be placed in the **Group A** category material as a desirable exterior material on commercial buildings.

City of Sachse

EIFS

Exterior insulation and finish systems (EIFS) is a common exterior material used as an accent on commercial buildings, such as along cornice lines, and is usually only allowed higher on exterior elevations to control moisture issues. Staff believes that this material is acceptable for limited commercial application for accents, but is not desirable as a general exterior building material and recommends it be placed in the **Group C** (accents) category.

City of Sachse

Cementitious Fiber Board
(cka Hardy Plank)

Cementitious fiber board is a very common façade for residential and multi-family buildings, and it is not necessarily uncommon for commercial buildings. It is not currently allowed by ordinance, though it is allowed for accents. Cementitious fiber board can be found in limited application on several commercial buildings in the area, and it is often proposed to give a Cape Cod seaside or other themed appearance for commercial use. The Planning & Zoning Commission recommended the material be placed in the **Group C** (accents) category.

City of Sachse

Metal / Tile / Wood

These materials are not allowed by current ordinance, but are allowed on design features like exposed beams, arches, and other elements. Staff believes that these materials should continue in limited application as **Group C** (accent) materials on outstanding architectural design features. However, the latest trend is to provide more tolerance for exterior materials like enhanced wood finishes, tile, and metal fascia. The Planning & Zoning Commission did not demonstrate much support for such allowances beyond Group C.

City of Sachse

Stone

Stone is one of the most common and durable commercial exterior products, and its use throughout history and DFW is extensive. Stone can be in the form of limestone, granite, slate, marble, flagstone, and many other types and can be both natural and manufactured/synthetic. Staff recommends this material be placed in the **Group A** category as a desirable exterior material for commercial buildings with at least 20% applied to all primary facades.

City of Sachse

Stucco

Stucco is a common exterior material used both as an accent on commercial buildings and often as a primary building material. Staff believes that this material is acceptable for commercial application, but is not desirable as a predominant building material and recommends it be placed in the **Group B** category to ensure that it is mixed with stone or brick.

City of Sachse

Tilt Wall

Tilt wall concrete panels (stamped and colored) are a common exterior material usually used for larger scale buildings. Staff believes that this material is acceptable for commercial application, but is not desirable as a predominant building material and recommends it be placed in the **Group B** category.

City of Sachse

Masonry Percentages

Once the above masonry products are categorized according to local preferences and values, percentages of each category would be prescribed to primary and secondary facades. **Primary Facades** are exterior walls of buildings which are clearly visible from a public street or along an active storefront. **Secondary Facades** are exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront. The following table illustrates the proposed percentages of each masonry category.

Proposed Table B

TABLE B		
Facades	Percentage Breakdown	Definition
Primary	70% Group A 30% Group B Minimum 20% Stone	Exterior walls of buildings which are clearly visible from a public street or along an active storefront
Secondary	20% Group A 80% Group B	Exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront

City of Sachse

Architectural Enhancements

In addition to required masonry percentages, certain additional architectural enhancements are also encouraged and required throughout the ordinance. Following is a walk-thru of the various design enhancements proposed within the ordinance.

Tri-Partite Architecture

Examples of Single Story Tri-Partite Architecture

The proposed ordinance requires buildings to have a distinct base, middle, and top, separated by horizontal elements.

Mix of Materials

The proposed ordinance requires buildings to use a mix of masonry materials in order to limit monolithic appearances and provide visual interest.

City of Sachse

Windows

The proposed ordinance requires buildings to provide windows or faux windows elements that create a comparable visual, such as decorative brickwork, insets of varying materials/colors, or other similar features. Above is a secondary façade of an Aldi.

Roof Regulations

The proposed ordinance requires non-residential buildings to provide enhanced roofing (slate, tile, or standing seam metal), if they are using a pitched roof instead of parapets.

City of Sachse

Color Regulations

The proposed ordinance would require buildings to use earth tone colors and regulate the use of bright, high intensity colors. Above is a retail mechanic shop using earth tone colors along with limited bright colors for signage and on the canopy to maintain branding without negatively impacting the visual environment. In contrast is another picture of a retail building.

City of Sachse

Primary Facades

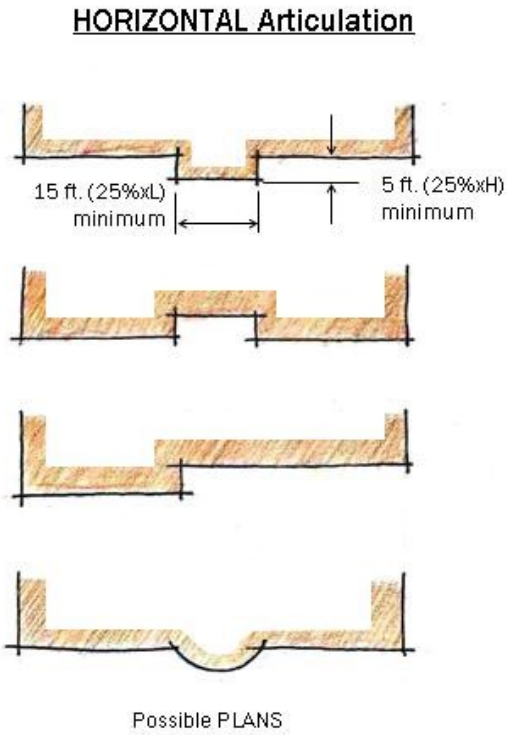
Exterior walls of buildings which are clearly visible from a public street or along an active storefront.

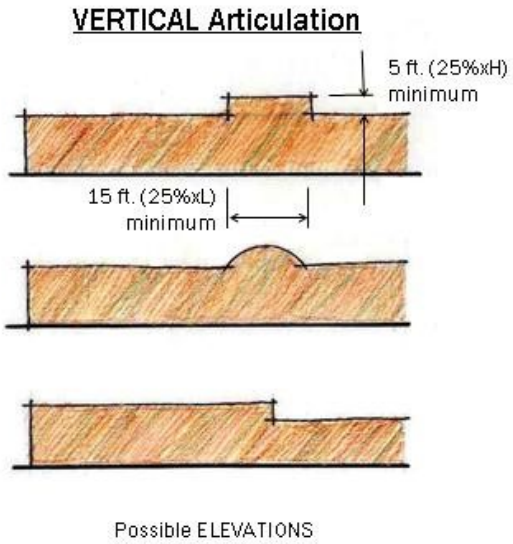
Secondary Facades

Exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront.

Articulation Requirements

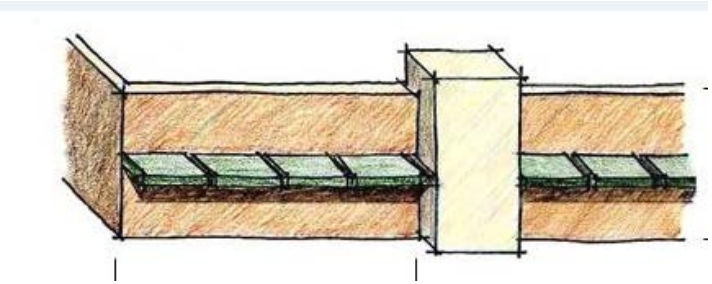
The proposed ordinance requires buildings to provide both horizontal and vertical articulation.





Articulation Requirements

The proposed ordinance requires buildings to provide both horizontal and vertical articulation.



City of Sachse

Articulation Requirements

The proposed ordinance requires buildings to provide both horizontal and vertical articulation.

Landmark Buildings

The proposed ordinance requires buildings located on axis with a terminating street or major access lane or at the intersection of streets and/or major access lane to be designed with landmark features which take advantage of that location, such as an accentuated 3D entry.

Landmark Buildings

Additional Information

Auxiliary Design Standards

The proposed ordinance requires all structures to incorporate no less than four of the architectural elements from the list of features in the ordinance. Buildings over 50,000 square feet must include a minimum of five of the referenced architectural elements.

Industrial Building Standards

The proposed ordinance provides design guidelines for industrial buildings. Important to note that the City's current standard allows metal, so requiring primarily Category B masonry materials is a significant change.

What About Existing PDs ?

Single Family tracts with existing PDs which also include architectural standards may continue to apply the standards as found in the governing PD, which is currently policy.

Non-residential tracts and uses with existing PDs shall be governed by the standards contained herein.

Non-Conforming Buildings

When an existing building, constructed prior to the effective date of this ordinance, is proposed for an addition/expansion that will increase the square footage of the existing building by less than 25 percent, either by a single expansion or by the cumulative effect of a series of expansions, similar or like exterior materials may be used on new facades that match the existing building and architectural theme to the extent possible. New façade walls of any addition that is 25 percent or greater (of the originally approved floor area) shall be subject to the regulations herein. At all times an increase of the originally approved floor area resulting in a 50 percent or greater expansion shall reconstruct the entire exterior veneer to be in compliance with the architectural requirements contained herein.

Next Steps

- Initial P&Z work session with Staff - (*4-24-17*)
- An additional P&Z work session with Staff to provide specific feedback on design standards - (*6-12-17*)
- City Council presentation & review - (6-19-17)
- City Council input – (7-05-17)
- Public hearings for adoption of the new Architectural Design standards ordinance
  - P&Z (7-10-17)
  - Council (8-07-17)

Architectural Design Standards.

A. *Purpose.* The purpose of the architectural standards is to set minimum standards for the appearance and quality of buildings and corresponding site elements which are recognized as enhancing property values and are in the interest of the general welfare of the City of Sachse. These standards are not intended to prohibit architectural innovation, nor are they intended to mandate specific architectural styles and concepts. Rather, they are intended to provide for developments of enduring quality that provide visual character and interest. The development community is encouraged to seek out new and innovative ways to implement the standards contained herein that will result in a significant contribution to the visual character of the area and the city as a whole.

B. *Applicability and Administration.*

1. The regulations provided in this subsection shall apply to all new construction and all structures within all zoning districts, but shall only apply to single family residential uses when indicated. Where the regulations of this subsection conflict with other sections or provisions of this chapter, the regulations of this subsection shall apply.

2. When an existing building, constructed prior to the effective date of this ordinance, is proposed for an addition/expansion that will increase the square footage of the existing building by less than 25 percent, either by a single expansion or by the cumulative effect of a series of expansions, similar or like exterior materials may be used on new facades that match the existing building and architectural theme to the extent possible. New façade walls of any addition that is 25 percent or greater (of the originally approved floor area) shall be subject to the regulations herein. At all times an increase of the originally approved floor area resulting in a 50 percent or greater expansion shall reconstruct the entire exterior veneer to be in compliance with the architectural requirements contained herein.

3. All repair and alterations of exterior facades, including paint and re-paint jobs, of non-residential buildings are required to obtain a permit from the City and comply with all applicable color regulations contained herein.

4. Certain structures, such as temporary construction buildings or portable classroom buildings situated on public school or non-profit property, may be exempt, in compliance with established or future policies adopted by the City Council of Sachse.

5. The provisions of this section shall be administered by the Director who shall have the authority to approve any façade plan that is deemed to satisfy the minimum requirements of this section, alternate façade plans deemed to meet the intent of the ordinance, including any minor deviations or waivers, and to make necessary interpretations regarding any subjectivity or frustration of purpose contained herein.

6. All exterior façades shall be perpetually maintained and repaired in a safe, reasonably

good, and attractive manner by the owner in a manner that protects against the elements, is structurally safe, and corrects any visual ills or other problems.

7. The City Council, in compliance with all applicable regulations, may issue a Special Use Permit (SUP), establish a Planned Development (PD) district or other special zoning district, or enter into a development agreement or other economic incentive agreement, which may amend or revise the regulations herein for a certain project or area of the City.

8. Due to the unique service nature of government owned and occupied facilities, in addition to the development costs being of public burden, such facilities may meet the spirit and intent of the regulations contained herein, to the extent possible, and are not expected to strictly comply.

9. The City acknowledges that taller buildings, especially office in nature, are likely to struggle in complying with all of the regulations contained herein, especially the masonry requirements. It is expected for such projects to include glass curtain wall on its building elevations, to be reviewed and approved through an alternative process.

10. Single Family tracts with existing PDs (or comparable special zoning) which also include architectural standards may continue to apply the standards as found in the governing PD. Non-residential tracts and uses with existing PDs (or comparable special zoning) shall be governed by the standards contained herein.

C. *Façade Plan Approval.*

1. Prior to any construction permit being issued, a project's building elevations must be approved by the Director.

2. Sufficient information shall be submitted to evaluate the architectural standards criteria outlined herein as part of the site plan submittal for all newly proposed and existing structures seeking a permit.

3. Color elevations shall include:

    a. All facades (whether four or more) of each building.
    b. Proposed exterior materials with a percentage breakdown of each material used, exclusive of windows and doors.
    c. A calculation chart or graphic demonstrating compliance with the Articulation standards.
    d. A listing of the selected Auxiliary Design standards, described herein, to illustrate compliance. If a Landmark Feature is required of the building, please note the feature proposed for credit.
    e. A notation reading, "Roof mounted mechanical equipment shall be sufficiently screened from view by parapet walls, and ground mounted equipment shall be

enclosed by masonry wing walls that match the material of the primary building."

f. A notation reading, "All light sources, including wall packs, shall be full cut-offs (i.e. recessed/shielded)."
g. For any proposed streetscape elements (such as bike racks, trash receptacles, lampposts, tree grates, bollards, outdoor seating, and/or other street furniture) or screening devices (masonry walls, dumpster screening enclosures, wing walls around mechanical equipment, etc.), graphics should also be submitted showing the material, color, height, and any other pertinent details necessary for review.

D. *Definitions.*

Residential buildings shall mean those buildings utilized for a single family, duplex, and townhome dwelling.

Non-residential building shall mean those buildings utilized for use other than single family, duplex, and townhome dwelling, to specifically include commercial, retail, medical, office, and multi-family structures and associated accessory structures.

Masonry materials shall mean and include that form of construction defined below and composed of brick, stone, granite, marble, stucco (3-step hard coat), decorative concrete masonry unit, tilt wall concrete panels, sealed and painted concrete block, and exterior insulation finish systems (EIFS), and rock or other materials of equal characteristics laid up unit upon unit set and bonded to one another in mortar.

Brick includes Severe Weather rated kiln fired clay or slate material, can include concrete brick if it is to the same ASTM C216 or C652 standard and severe weather rated as typical fired clay brick; minimum thickness of one inch when applied as a veneer, and shall not include underfired clay, sand, or shale.

Stone includes naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable all weather stone that is customarily used in exterior building construction; may also include cast or manufactured stone product, provided that such product yields a highly textured stone-like appearance, its coloration is integral to the masonry material and shall not be painted on, and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of one inch when applied as a veneer.

Architectural Concrete Masonry Units includes highly textured finish, such as split faced, indented, hammered, fluted, ribbed, burnished, or similar decorative finish; coloration shall be integral to the masonry material and shall not be painted on; minimum thickness of one inch when applied as a veneer; shall include light weight and featherweight decorative masonry units.

Director shall mean the Director of Development Services, or his/her designee.

Big Box shall mean a building, usually with a single tenant, which comprises more than 50,000 square feet.

E. *Exterior materials.*

1. Category A materials are the primary products which the City prefers commercial buildings to be predominantly constructed. Unless otherwise provided for in this chapter, acceptable Category A masonry finishing materials are brick, stone, and architectural concrete block with integrated color (split-face CMU).

2. Category B materials are the secondary products which the City recognizes as masonry materials acceptable for commercial use, but also as products that should not be the predominant material for a building. Unless otherwise provided for in this chapter, acceptable Category B masonry finishing materials are stucco and concrete tilt wall (colored/stamped).

3. Category C materials are accent products acceptable in limited application for architectural features and finishes, such as window heads and cornice flashings, subject to discretionary determination by the Director. Unless otherwise provided for in this chapter, acceptable Category C materials are metal, tile, wood, cementitious fiberboard with integrated color (in the form of lap siding or board), and exterior insulation and finish systems (EIFS - above 14 feet from grade only).

4. Prohibited exterior surface materials include cinder block, vinyl, plastic, and aggregate pea-gravel finished surfaces.

TABLE A	
Categories	**Materials**
Primary (Group A)	Brick Stone Split-Face CMU
Secondary (Group B)	Stucco Tilt-Wall (colored and stamped or scored)
Accent/Finishing (Group C)	Metal Tile Wood Cementitious Fiber Board EIFS (only when above grade by 14’)
Prohibited	Concrete Block (Category B for Industrial) Aggregate (Category B for Industrial) Vinyl/Plastic

F. *Non-residential and multifamily design elements.* The following apply to nonresidential and multifamily development, including institutional buildings:

1. *Goals and intent.*

    a. Buildings should be constructed in a manner that allows flexibility to accommodate a range of uses over time in order to avoid the need to demolish and rebuild for successive uses.

    b. Buildings should directly contribute to the attractiveness, safety, and function of the street and public areas.

    c. Buildings should be constructed in a manner, and with materials, that are highly durable and will continue to endure and be attractive over a long time, especially adjacent to public and pedestrian areas.

    d. It is not the intent of this section to discourage innovation. The use of exceptional design features, such as tower elements, exposed beams, or other unique and outstanding architectural ornamentation worthy of merit that make a positive contribution to the surrounding visual environment is encouraged.

2. *General design standards.*

    a. All buildings within a common development or shopping corner/corridor, as shown on a development plan, concept plan, or preliminary site plan, or viewed from an aerial map, should have similar architectural styles, materials, colors, and detailing that compliment and talk to each other without necessarily being monotonous and precise reflections of one another.

    b. All structures shall be architecturally finished on all four sides with similar styles, materials, colors, and detailing.

    c. Facades shall generally be built parallel to the street frontage, except at street intersections, where a facade containing a primary building entrance should be curved or angled toward an intersection.

    d. All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top, separated by horizontal elements.

    e. All buildings shall be constructed of 100 percent masonry finishing material, as outlined in Table B. At least two (2) masonry materials shall be used on all exterior facades. Except for stone, no single material shall exceed 80% of an elevation area.

    f. Roofs shall be peaked with either hip, gable, or mansard design with a minimum 1:4 pitch, or a parapet wall or false mansard design (minimum 1:2 pitch) is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street or along an active storefront. At all times roof-mounted mechanical equipment shall be screened from view.

g. For buildings with a visible hip, gable, or mansard roof, allowed materials include metal (standing seam), slate, or tile (clay or cement, barrel or Roman-shaped).

h. Windows and glazing shall be limited to a minimum of 10 percent and maximum of 70 percent of each building elevation. Faux windows or elements that create a comparable visual, such as decorative brickwork, insets of varying materials/colors, or other similar features, are allowed, subject to discretionary review and approval by the Director. All windows should be recessed a minimum 4" from exterior wall finish and have a maximum exterior visible reflectivity of 10%.

i. Murals cannot display or connote a commercial message without abiding by the Sign regulations, as found within the Code of Ordinances.

j. All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, benches, bollards, patio furniture, and tree grates, shall be metal, rust and flake/chip resistant, and generally be black "storm cloud" in color. Minor deviations in color and design that maintain the spirit and intent of the ordinance are allowed with Staff approval. Bollards can be concrete or cast metal and shall be of decorative design with no bold colors or sleeves.

3. *Primary facade design standards.* The following shall apply to all exterior walls of buildings which are clearly visible from a public street or along an active storefront:

a. Walls, excluding windows, doors and other openings, shall be constructed of a minimum 70 percent Group A materials and a maximum of 30 percent Group B materials. A minimum of 20% of primary facades shall be stone.

b. A Big Box may use architectural block (e.g. split-face CMU) for up to 10 percent of the primary facade, in addition to the 30 percent of Group B materials.

c. All exterior walls of buildings less than 15,000 square feet are considered primary facades, regardless of orientation.

d. Primary facades shall incorporate patterns that include changes in either color, material, pattern, module size, texture, articulation, ornamentation, or a combination thereof that repeat horizontally and vertically.

4. *Secondary facade design standards.* The following shall apply to all exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront, or are constructed on a property line as one of a series of in-line buildings where the wall will become part of a common wall:

a. Walls, excluding windows, doors, and other openings, shall be constructed of a

minimum 20 percent Group A materials and a maximum of 80 percent Group B materials. However, the color of the walls shall match the primary facades.

b. Secondary facades which are adjacent to the primary facade should continue the primary facade treatment by wrapping the corner. This may be achieved with elements such as cornices, bases, and vertical elements. In all cases, however, wall surface materials shall wrap the corner.

c. Visual relief shall be provided, both horizontally and vertically, to break up monolithic expanses of secondary facades through the use of repeating patterns.

TABLE B		
Facades	Percentage Breakdown	Definition
Primary	70% Group A 30% Group B	Exterior walls of buildings which are clearly visible from a public street or along an active storefront
Secondary	20% Group A 80% Group B	Exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront

5. *Building articulation design standards.* Primary facades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:

a. *Horizontal articulation.* No building wall shall extend for a distance equal to three times the wall's height without providing an offset equal to 15 percent of the wall's height, and that new plane shall extend for a distance equal to at least 25 percent of the maximum length of the first plane.

b. *Vertical articulation.* No wall length shall extend for a distance greater than three times the height of the wall without changing height by a minimum of 15 percent of the wall's height, and that new plane shall extend for a distance equal to at least 25 percent of the maximum length of the first plane. Pitched roofs shall count toward achieving vertical articulation, provided they are 65 degrees or less from horizontal.

6. *Landmark Buildings.*

a. Buildings which are located on axis with a terminating street or major access lane or at the intersection of streets and/or major access lane shall be considered a landmark building.

b. Such buildings shall be designed with landmark features which take advantage of that location, such as an accentuated 3D entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

c. Landmark features shall be in proportion to the building and are subject to review and approval by the Director.

7. *Building Color.*

a. The dominant color of all buildings, including residential and industrial buildings, shall be muted shades of color that are subtle, neutral, or earth tone. Black and stark white should not be used except as an accent color or as found within brick and stone. The color of the secondary facades shall match or compliment the primary façade.

b. There are no restrictions on accent colors which comprise less than one percent of the building face, except that no high intensity colors, neon colors, or fluorescent colors shall be used on exterior surfaces of the building.

c. Bright, reflective, pure tone primary or secondary colors are permissible only in limited application as accent colors on canopies and awnings, or other such features. Proportions should be consistent with trim or accentuation only. Such building trim and accent areas shall not exceed 5 percent of any single exterior wall area. Specifically excluded are door and window frames, moldings, cornices, and other such features. This provision shall not be construed as a license to employ corporate imaging on the primary building facade.

d. The use of high intensity or fluorescent colors shall be prohibited. The use of tube lighting, string lights, or other similar materials shall not be installed on non-residential buildings, except as allowed by the Photometric/Lighting regulations, as found within the Code of Ordinances.

e. No more than one color shall be used for visible roof surfaces; however, if more than one type of roofing material is used, the materials shall be varying hues of the same color or complimentary in nature.

8. *Auxiliary design standards.* All structures shall be designed to incorporate no less than four of the architectural elements from the list below. Buildings over 50,000 square feet must include a minimum of five of the referenced architectural elements.

a. Canopies, awnings, porticos with colonnade or arcades;

b. Raised pilaster cornices (end columns at corner), or quoined corners;

c. Vertical elements (tower, cupola, lighthouse, turret, arches, etc);

d. Windows and doors framed with smooth cobble, cast stone, limestone or other decorative masonry headers and sills; or dormer windows;

e. Outdoor patios and/or courtyards integrated into a site's layout that creates a sense of place (landscaped and furnished for informal and experiential gathering);

f. Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or horizontal and rhythm patterned brickwork;

g. Other architectural features approved by the Director.

G. *Industrial building design standards.* The following apply to structures constructed in an industrial zoning district and proposing an industrial and/or manufacturing use, per the use chart of the zoning ordinance:

1. The main entry or office area of the building shall be articulated both horizontally and vertically by at least two feet or 10 percent of the adjacent wall length, whichever is greater. Building corners shall also be articulated, as approved by the Director.

2. Primary exterior facades which are clearly visible from a public street shall be constructed with a minimum ten percent Group A materials and up to 90 percent Group B materials. The Group A materials noted above shall be applied to corners, entries, and other areas in order to mitigate monotony and increase aesthetics. A minimum of two different materials shall be used on primary facades.

3. Secondary exterior facades not facing a public street may be constructed with up to 100 percent Group B materials.

4. For industrial buildings, cinder block and aggregate may be considered as Category B masonry materials. The Director has authority to declare certain structures with inherent industrial like use, such as cabinet structures associated with communication towers, to be industrial for the purposes of this ordinance.

5. A uniform color scheme is required. Colors shall be neutrals, creams, pastels, or deep, rich, non-reflective, natural, or earth-tone colors. Bold reds, greens, oranges, and other "hot and cold" colors should be avoided.

6. Structures shall incorporate two of the auxiliary design standards.

H. *Residential Design Standards.* The following architectural design standards shall apply to all single-family residential and duplex development:

1. The exterior finishes of a main building or structure in all districts shall be

constructed of 100 percent masonry finishing material that is comprised of brick, stone, stucco, or a combination thereof.

2. Cementitious fiberboard or EIFS may be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an exterior wall, or other architectural features approved by the Director.

3. The primary residential structure shall incorporate a minimum three (3) of the following "gifts to the street" into each front elevation:
   a. Incorporation of at least two (2) allowed masonry materials (brick, stone, stucco).
   b. Gables, dormers, or other comparable vertical articulation
   c. Covered front porch not less than sixty (60) square feet
   d. Recessed entry not less than four (4) feet
   e. Architectural garage door
   f. Architectural pillars, posts, or arches
   g. Bay window facing street, or other comparable horizontal articulation
   h. Brick chimney on exterior front or side yard
   i. Minimum roof pitch 8:12 or variable roof pitch
   j. Separate transom windows
   k. Cast stone accents
   l. Cupulas or turrets
   m. Garage door not facing street
   n. Roof accent upgrades (tile, slate, standing seam metal)
   o. Decorative driveway paving (enhancements)
   p. Decorative masonry patternwork integrated into a front facade

I. *Other Site Area Standards.*

1. *Gas pumps and fueling stations.*

   a. Roofs of the associated pump canopy of convenience store buildings shall not be flat or straight-lined, and should be noticeably pitched or otherwise distinguished, subject to review and approval by the Director.

   b. Canopy columns shall be fully encased with Category A masonry materials that match the main building.

   c. The canopy band face shall be flat with no projections or stripes, be non-plastic and generally a metal or masonry based material, be primarily one earth-tone color that matches or accents the primary building, may not be backlit or otherwise illuminated or used as signage, and should generally be no greater than 4 feet in height, except as follows:

      i. The canopy band face may utilize one small button logo on each face that can be internally illuminated, as long as each button logo does not exceed 15 square feet for bands 3' in size and 20 square feet for bands 4' in size,

is generally as tall as it is wide, and does not protrude more than 18 inches from the canopy in any direction.

ii. The canopy band face may utilize an external LED halo type light, if properly shielded/recessed and oriented downward/upward so that only the "wash" is visible.

iii. The canopy band face may utilize internally illuminated rings, as long as the source is LED, it is flush with the band face and only protrudes nominally (up to a maximum of 6"), and the size of the ring does not exceed more than 25% for single rings and 50% for multiple rings of the thickness of the canopy band face.

iv. The canopy band face shall provide 12" decorative metal address numbers of a contrasting color on street facing sides.

d. Exhaust valves for underground fuel storage tanks shall be designed to be located against a building, dumpster, screening wall, or other structure to mitigate their visual impact and should be an earth-tone color. If impractical, the exhaust valves may be located in an interior landscape area, if properly screened, but should not be located in the exterior landscape buffer adjacent to the public right-of-way.

2. *Mechanical equipment.*

a. Exposed conduits, ladders, exhaust valves, utility boxes and drain spouts shall be a color matching the building, an accent color, or other earth-tone color.

b. Outside equipment, coolers, and/or other mechanical items shall be screened in accordance with the screening standards of the zoning ordinance, or be enclosed by a wing wall with a Category A masonry finishing material matching the primary building. Roof mounted equipment shall be screened by the parapet, not metal screens, nor visible from public view. Transformers should be placed to mitigate their visual impact.

c. All new utilities shall be underground.

d. Shopping cart return bins for uses such as grocery stores shall be constructed of Category A masonry walls and permanently affixed to the ground.

3. Accessibility & Layout.

a. Pedestrian connections, both internal and connecting to external sidewalks or property boundaries, shall be provided, subject to discretionary review and approval by the Director.

b. Cross access to adjacent lots shall be provided at all times for both vehicular and

pedestrian travelers.

c. Bay doors shall not be oriented toward the right-of-way.

d. Drive-thru facilities shall provide sufficient stacking spaces, as determined by the Director.

e. The final layout of any proposed development, including building placement, parking lots, fire lanes, gates, dumpster locations, and other site elements, shall be determined by the Director.

City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3864	**Version:**	1	**Name:**	Executive session- EDC Update
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	6/15/2017			**In control:**	City Council
On agenda:	6/19/2017			**Final action:**	
Title:	The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Real Property: to deliberate the purchase, sale and license of real property generally located in the mid-west part of the City. Consider any action as a result of Executive Session.				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

Title
Executive Session - Section §551.072: Real Property

Background
The SEDC CEO presents an update on prospecting activity to Council.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
Conduct Executive Session as appropriate.

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