



City of Sachse, Texas

Meeting Agenda

City Council

Monday, April 17, 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, April 17, 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.

[17-3761](#) Approve the minutes of the April 3, 2017 workshop meeting.

Attachments: [04.03.17 Minutes Workshop](#)

[17-3762](#) Approve the minutes of the April 3, 2017 regular meeting.

Attachments: [04.03.17 Minutes](#)

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.

[17-3765](#) Discuss and consider approval of a contract for Professional Services with Gateway Planning Group, Inc. for services of crafting zoning regulations for the PGBT and Old Town areas.

Attachments: [Presentation](#)

[Scope of Services](#)[Professional Services Agreement](#)

- [17-3763](#) Receive presentation regarding the 2016 Annual Community Development Report.
Attachments: [Annual Development Report 2016](#)
- [17-3759](#) Receive presentation regarding the Police Department Volunteers in Policing Program.
Attachments: [Presentation](#)
- [17-3774](#) Consider approval of an amended and restated license agreement by and between the City of Sachse, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless for the construction of a cellular network device located at 6420 Sachse Road.
Attachments: [Amended and Restated Agreement](#)
[Exhibit A - Site Plan](#)
[Exhibit B - Aerial Map](#)
- [17-3775](#) Discuss infrastructure related to development in the President George Bush Turnpike (PGBT) District.
Attachments: [Presentation](#)
- [17-3776](#) Discuss landscaping for the upcoming construction of 5th Street and Sachse Road.
Attachments: [Presentation](#)

5. ADJOURNMENT.

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

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

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

Posted: April 13, 2017; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

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



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3761 **Version:** 1 **Name:** April 3, 2017 Council workshop minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 4/10/2017 **In control:** City Council
On agenda: 4/17/2017 **Final action:**
Title: Approve the minutes of the April 3, 2017 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [04.03.17 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title
April 3, 2017 workshop minutes.

Background
Minutes of the April 3, 2017 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the April 3, 2017 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

APRIL 3, 2017

The City Council of the City of Sachse held a workshop meeting on Monday, April 3, 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; Community Development Director, Dusty McAfee; Community Services Manager, Mike Green; Parks and Recreation Director, Lance Whitworth; Finance Director, Teresa Savage; Human Resources Director, Melinda Walter; Director of Public Works and Engineering, Greg Peters; Police Chief, Bryan Sylvester, and Fire Chief, Marty Wade.

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

INSURANCE BENEFITS: Discuss the City of Sachse group health, dental and insurance benefits.

Mrs. Nash introduced this item stating that Andrew Weegar, IPS Advisor will be providing an update regarding the City's insurance benefits.

Mr. Weegar presented Council with an update that included an overview of the City's current plans through United Health Care (UHC) and the current loss ratio due to claims. Mr. Weegar noted that since the City changed network plans last year, that IPS and staff are recommending to contract with UHC again for the upcoming year. However, an RFP was done for dental and vision. It is being recommended to change dental to MetLife and stay with Avesis for vision. Mr. Weegar also discussed the employee assistance program that the City will look to implement in the 2017- 2018 budget and additional benefits which includes Teledoc, Compass, COBRA, and Basic/Voluntary Life/ LTD.

Council discussed the medical plans being offered in upcoming year, loss ratio and claims, utilization of Teledoc and Compass, the City's wellness program, and how often it is recommended to go out for an RFP, which is suggested to do every three years.

ADJOURNMENT: At 7:09 p.m. Mayor Felix adjourned the meeting.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3762 **Version:** 1 **Name:** April 3, 2017 Council minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 4/10/2017 **In control:** City Council
On agenda: 4/17/2017 **Final action:**
Title: Approve the minutes of the April 3, 2017 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [04.03.17 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
April 3, 2017 regular minutes.

Background
Minutes of the April 3, 2017 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the April 3, 2017 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

APRIL 13, 2017

The City Council of the City of Sachse held a regular meeting on Monday, April 13, 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; Community Services Manager, Mike Green; 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 7:30 p.m.

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

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

17-3748 Approve the minutes of the March 20, 2017 workshop meeting.

17-3749 Approve the minutes of the March 20, 2017 regular meeting.

17-3751 Approve a resolution of the City of Sachse, Texas suspending the April 21, 2017, effective date of OnCor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by OnCor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee.

17-3752 Accept the Monthly Revenue and Expenditure Report for the period ending February 28, 2017.

Councilman Bickerstaff made a motion to approve items 17-3748, 17-3749, 17-3751 and 17-3752 as submitted. Councilman King seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman King stated that it is National Autism Awareness month and many are supporting by displaying a blue porch light. The Animal Shelter is looking for teen volunteers for the months of June, July and August and at least 16 years of age, and the Vietnam Moving Wall that is coming to Sachse has a Facebook page that citizens can log into and support the project and/or volunteer.

Mayor Pro Tem Ross stated that the Library is hosting the Hudson Middle School robotics on April 4 at 6:00 p.m., on Tuesday, April 11, the UTD Chemistry Department will present science experiments for all ages, crochet classes will take place on April 17 and April 24, and on April 29 at 2:00 p.m., the Perot Tech Truck will be at the Library. The Library will be closed on Friday, April 14 and Saturday, April 15 for Easter weekend.

Mayor Felix stated that on Saturday, April 8, Easter events will take place at Heritage Park and the Vietnam Moving Wall will be here Memorial Day weekend. Mayor Felix commented on the recent Arbor Day event and thanked staff and all the volunteers and those that took part. It was a great turnout and event.

CITIZENS INPUT:

Bobby Tillman, 6314 Ben Road, introduced his son Bryan Tillman who spoke regarding seeking assistance from the Police and Fire to do a motorcycle escort for the Vietnam Moving Wall on Memorial Day weekend.

Courtney Rhodaback, 2509 Rebecca Drive, is concerned with the speeding occurring on her street while there are children out playing.

REGULAR AGENDA ITEMS:

17-3754 Consider a resolution approving a contract with MetLife for group dental insurance and renewing an agreement with United Health Care and Avesis for group health insurance and benefits for the employees of the City of Sachse.

Mrs. Nash stated that this item will allow Council to vote to renew medical insurance with United Health Care and Avesis for vision as well as a resolution approving a contract with MetLife.

Councilman Bickerstaff made a motion to approve a resolution approving a contract with MetLife for group dental insurance and renewing an agreement with United Health Care and Avesis for group health insurance and benefits for the employees of the City of Sachse. Councilman King seconded that motion and the motion was unanimously approved.

17-3747 Consider an ordinance amending Chapter 6 titled "Health and Sanitation" by removing Section 6-7 titled "Weeds, Brush, and Objectionable Vegetation" in its entirety

and replacing it with a new Section 6-7 titled "Nuisances and Vegetation" setting forth new regulations for nuisances and accumulated vegetation.

Mr. McAfee stated that City Council recently held a workshop meeting on this item on March 20. The proposed ordinance addresses and includes several nuisance types, provides definitions, notice requirements, and abatement and lien processes, which are all in compliance with state law. Staff is recommending approval of the proposed ordinance changes.

Councilman Franks stated any opportunity they have to clean up the City, he is in favor of supporting.

Councilman Watkins made a motion to approve an ordinance amending Chapter 6 titled "Health and Sanitation" by removing Section 6-7 titled "Weeds, Brush, and Objectionable Vegetation" in its entirety and replacing it with a new Section 6-7 titled "Nuisances and Vegetation" setting forth new regulations for nuisances and accumulated vegetation. Councilman King seconded that motion.

Kathy Cobb, 3820 6th Street, asked if organizing a volunteer group to help others would be beneficial, especially the residents who may not be able to keep up with items or needs help doing. Councilman King commented that there are several church groups that help in situations like these.

Mayor Felix stated that there is a motion and a second. Motion carries unanimously with a 7-0 vote.

17-3750 Consider an ordinance amending Chapter 9 titled "Traffic Regulations" by amending Section 9-7 titled "Abandoned and Junked Motor Vehicles" by setting forth new regulations.

Mrs. Nash stated that this item has no substance changes as written except for the one sticker rule and the grace period went from 45 days to 30 days. This ordinance has been on the books a very long time and with the state since 1971. This would be the first time the City would actively enforce.

Councilman King made a motion to approve an ordinance amending Chapter 9 titled "Traffic Regulations" by amending Section 9-7 titled "Abandoned and Junked Motor Vehicles" by setting forth new regulations. Mayor Pro Tem Ross seconded that motion and the motion was unanimously approved.

17-3753 Consider approval of a Project Specific Agreement by and between the City of Sachse and Dallas County to fund the construction of traffic and pedestrian improvements on Miles Road in front of Sachse High School.

Mrs. Nash stated that this is the final step needed with Dallas County in regards to the improvements that will be made in front of the high school. Council recently approved an agreement with Garland ISD that has partnered with the City as well to help fund this project.

Mr. Peters provided an overview of the project scope, partners, and funding with Garland ISD funding 25%, Dallas County 50%, and the City 25%. The project is anticipated to begin June 3,

and be completed before the first day of school for the 2017-2018 year. Staff recommends approval of the agreement.

Councilman King asked if they would be able to test the school zones before school starts and work with the ISD to get the word out regarding the improvements that will be done. Mr. Peters ensured that he will work with the ISD to make sure this happens.

Councilman Adams made a motion to approve a Project Specific Agreement by and between the City of Sachse and Dallas County to fund the construction of traffic and pedestrian improvements on Miles Road in front of Sachse High School. Councilman Franks seconded that motion and the motion was unanimously approved.

17-3755 Discuss the upcoming Street Maintenance Sales and Use Tax Election.

Mrs. Nash stated that Mr. Peters would be providing an update with this being the first renewal of the street maintenance tax.

Mr. Peters presented Council with an overview of the program, which is a method of funding street maintenance projects through the local sales tax. State law requires voters to approve the program through an election every four years. Since the program began in 2014, funds received have totaled \$932,037.89. Eligible projects can include any street in the City. However, the City chooses based on the PASER score and available funds. Projects are identified during the annual budget process. Mr. Peters identified projects that have been completed through this funding program. The re-authorization for this sales and use tax is on the May 6 ballot. If approved by the voters, the program will continue and if it is not approved, then there will no longer be funding for the street maintenance projects through sales tax.

Councilman Franks asked if this funding was used for panel replacements. Mr. Peters replied no and it is not used for sidewalks and/or alleys as well.

No further comments were made.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:21 p.m.

ATTEST:

MIKE J FELIX, MAYOR

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3765	Version:	1	Name:	Gateway Zoning Contract 4-17-17
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/11/2017	In control:		In control:	City Council
On agenda:	4/17/2017	Final action:		Final action:	
Title:	Discuss and consider approval of a contract for Professional Services with Gateway Planning Group, Inc. for services of crafting zoning regulations for the PGBT and Old Town areas.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Scope of Services Professional Services Agreement				

Date	Ver.	Action By	Action	Result
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Title

PGBT and Old Town Zoning Regulations

Background

- The City Council adopted the 2017 Comprehensive Plan on March 6th, 2017
- The Plan listed as immediate priorities the correction of the regulatory framework and entitlements for PGBT and Old Town
- Zoning amendments for PGBT and Old Town will be in conformance with the vision as outlined in the Plan

The Consultant

- Gateway Planning composed the 2017 Comprehensive Plan
- The consultant team is familiar with the Sachse community and the vision for each of the catalytic areas
- Gateway specializes in crafting regulations necessary to achieve meaningful development

Project Scope

- Includes both PGBT and Old Town
- Public input based upon the vision outlined in the 2017 Plan
- Involves a meeting with stakeholders and staff, drafting the codes, and follow-up testing with property owners
- Joint P&Z and City Council meeting for review and feedback
- 1 public hearing each for P&Z and Council

Next Steps

- City contracts with Gateway Planning (\$59,790) for services related to producing code regulations for PGBT and Old Town
- The Professional Services Contract and Project Scope, as discussed this evening, are included in the packet
- Staff recommends approval of the agreement for professional services with Gateway Planning Group, Inc., and to authorize the City Manager to execute for the same



PGBT & OLD TOWN ZONING REGULATIONS

**CITY COUNCIL
APRIL 17, 2017**

BACKGROUND

- The City Council adopted the 2017 Comprehensive Plan on March 6th, 2017
- The Plan listed as immediate priorities the correction of the regulatory framework and entitlements for PGBT and Old Town
- Zoning amendments for PGBT and Old Town will be in conformance with the vision as outlined in the Plan

THE CONSULTANT

- Gateway Planning composed the 2017 Comprehensive Plan
- The consultant team is familiar with the Sachse community and the vision for each of the catalytic areas
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PROJECT SCOPE

- Includes both PGBT and Old Town
- Public input based upon the vision outlined in the 2017 Plan
- Involves a meeting with stakeholders and staff, drafting the codes, and follow-up testing with property owners
- Joint P&Z and City Council meeting for review and feedback
- 1 public hearing each for P&Z and Council

AWARDING THE CONTRACT

- City contracts with Gateway Planning (\$59,790) for services related to producing code regulations for PGBT and Old Town
- The Professional Services Contract and Project Scope, as discussed this evening, are included in the packet
- Staff recommends approval of the agreement for professional services with Gateway Planning Group, Inc., and to authorize the City Manager to execute for the same



RE: Scope of Work and Budget for Zoning

Task	Amount
Task 1 Initial Understanding & Kick-off A. Undertake a half-day kick-off meeting with City Staff and the Consultant Team B. Develop outline of code platform for three catalytic areas based on kick-off	\$ 9,160
Task 2 190 Stakeholder Meeting Initiations A. Conduct PGBT Citizen's/Owner's Meeting to test Code Platform Outline <i>Deliverable: Initial Stakeholder Feedback Memo</i>	\$ 3,740
Task 3 Draft Outline of Code Platform Conduct meeting with City Staff and Consultant Team to discuss and revise the Code Platform <i>Deliverable: Draft Outline of Code Platform</i>	\$ 5,020
Task 4 Draft Initial Code A. Draft Code Based on Platform B. Conduct meeting with City Staff and Consultant Team to review initial Code Draft C. Revise Draft Code based on input from City Staff <i>Deliverable: Draft Code, One (1) Revision of Code</i>	\$ 17,410
Task 5A 190 Stakeholder Follow-up A. Conduct second PGBT Citizen's/Owner's Meeting B. Revise code based on stakeholder input <i>Deliverable: Draft Code, One (1) Revision of Code</i>	\$ 7,340
Task 5B Individual and/or developer meetings as needed to test Code (Maximum 4 meetings--Additional meetings HOURLY)	\$ 5,000
Task 6 Joint Planning and Conciliatory Work Session A. Conduct a joint planning and zoning commission and City Council work session to review the Code Draft and obtain feedback. B. City Staff and Consultant Team meeting to discuss revisions needed post-joint work session and revise Code (additional code revisions HOURLY) <i>Deliverable: PowerPoint Presentation; Revised Final Draft Code for Adoption</i>	\$ 7,010



Task 7 Planning & Zoning Public Hearing Facilitate one (1) Planning and Zoning Commission Public Hearing and one code revision per P&Z input (Additional Meetings and revisions to code HOURLY) <i>Deliverable: PowerPoint Presentation; One (1) Revision of Code</i>	\$ 2,555
Task 8 City Council Public Hearing Facilitate one (1) City Council Public Hearing (additional meetings and code revisions HOURLY) <i>Deliverable: PowerPoint Presentation; Final Code</i>	\$ 2,555
Total Labor (not including ordinary out of pocket expenses or additional materials)	\$ 59,790

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

This Agreement for Professional Services (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Gateway Planning Group, Inc., a Texas Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in crafting zoning regulations for PGBT and Old Town (the “Project”); and

WHEREAS, the Professional desires to render professional services for the City on the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the

Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of Fifty Nine Thousand, Seven Hundred, and Ninety Dollars (\$59,790). Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services.

The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

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

5.4 The Professional shall submit monthly progress reports and attend progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

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

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

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these

actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for City:

Attn: City Manager
City of Sachse, Texas
3815-B Sachse Road
Sachse, Texas 75048

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: Scott Polikov
Gateway Planning Group
3100 McKinnon St.; 7th Floor
Dallas, TX 75201

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (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, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.
- (c) 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.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.10 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Sachse.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of Sachse of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.11 Indemnification. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM**

ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2017.

City of Sachse, Texas

By: _____
Name: Gina Nash, City Manager

Attest:

By: _____
Michelle Lewis Sirianni
City Secretary

Approved as to form:

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

EXECUTED this _____ day of _____, 2017.

Professional

By: _____
Name: _____
Title: _____

EXHIBIT “A”
Scope of Services
(to be attached)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3763	Version:	1	Name:	2016 Development Report 4-17-17
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/11/2017	In control:		In control:	Planning & Zoning Commission
On agenda:	4/17/2017	Final action:		Final action:	
Title:	Receive presentation regarding the 2016 Annual Community Development Report.				

Sponsors:

Indexes:

Code sections:

Attachments: [Annual Development Report 2016](#)

Date	Ver.	Action By	Action	Result
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Title

The Community Development Director will present the 2016 Annual Development Report to the City Council.

Background

The 2016 Annual Development Report is a compilation of development related activity for calendar year 2016.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendation

Presentation only

CITY OF SACHSE

2016 Annual Development Report

*Where Great
Neighbors Live!*



Community Development
3815-B Sachse Road
Sachse, Texas 75048



Where is Sack-see?



Population Snapshot

	Year	Population	% Growth
<u>U.S. Census</u>	1960	359	–
	1970	777	116%
	1980	1,640	111%
	1990	5,346	226%
	2000	9,751	82%
	2010	20,329	108%
	♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦ ♦		
<u>NCTCOG</u>	2011	20,570	< 2%
<i>Estimates as of January 1</i>	2012	20,800	< 2%
	2013	21,090	< 2%
	2014	21,580	2%
	2015	22,460	4%
	2016	23,130	3%
	2017	23,597	2%

Strategic Planning

Sachse engages in the best practice of updating its Strategic Plan on an annual basis, as directed by the City Council following its annual retreat. The Strategic Plan helps the City identify budget priorities for the upcoming year in conformance to its 6 Strategic Goals:

1. Public Safety
2. Infrastructure
3. Financial Stewardship
4. Quality of Life
5. Quality Development
6. Excellent Government Services



1986 Home Rule Charter

State law allows cities 5,000 in population to adopt a Charter upon voter approval. In 1986, Sachse residents approved its City Charter and formally became a Home Rule municipality. In Texas, a Home Rule municipality is provided inherent governing powers so long as the State Constitution does not preempt the action. Cities in Texas receive little to no aid from the State, yet provide many services that benefit the entire region. Texas Home Rule municipalities are among the most efficient and innovative local governments in the nation.

2001

Comprehensive Plan

Since the 2001 Plan was adopted, Sachse's population has more than doubled. In March of 2016, the City Council awarded a contract to Gateway Planning to create a new Comprehensive Plan for the City that is currently in process.

Comprehensive Planning is a critical function of city government because it relies heavily upon public input and is intended to survive turnover among staff and officials. Through planning, the dialogue for how Sachse will change through the years formally commences, and a shared vision for the future is forged.





Sales Tax in Sachse

Fiscal Year	Total Sales Tax Received	1 ¢ City	0.50¢ EDC	0.25¢ Unallocated	0.25¢ SMF
2012	1,116,367	744,245	372,122	N/A	N/A
2013	1,262,299	841,533	420,766	N/A	N/A
2014	1,785,378	1,020,216	510,108	N/A	255,054
2015	2,178,176	1,244,610	622,305	N/A	311,261
2016	2,541,178	1,444,535	731,010	N/A	365,633

Property Values in Sachse

Fiscal Year	Total Value	Dallas County	Collin County
2012	1,350,361,449	876,553,850	473,807,599
2013	1,405,088,058	897,712,710	507,315,348
2014	1,531,964,234	972,085,830	559,88,404
2015	1,816,823,825	1,106,455,390	710,368,435
2016	2,103,122,309	1,272,744,030	830,378,279

Residential Development

The strong housing market resulted in Sachse issuing 274 new home permits in 2016, adding nearly 900 new residents and approximately \$90 million to its tax base. The City platted the final phases of Woodbridge, saw construction begin on two (2) new large lot neighborhoods (Malone Estates & Estates of Pleasant Valley), and provided zoning for Serene Townhomes. New subdivisions that opened in 2016 include Jackson Meadows (Phase 3) and Jackson Hills (Phase 3B).



New Single Family Home Permits

YEAR	New Home Permits
2008	177
2009	136
2010	118
2011	98
2012	148
2013	149
2014	280
2015	248
2016	274

Commercial Development

Commercial activity continued in 2016 with openings of the LA Fitness in February and the Woodbridge 7-Eleven in September. Several developments finished 2016 under construction, such as the retail shell building at 8040 Woodbridge Parkway, Mustang Creek Assisted Living Center, and the expansion of Northplace church.

Additional projects currently in plan review or with approved permits include Waffle House, Wells Fargo, Assured Self Storage, Ramirez Body Shop, and the expansion of the Sachse Rod Shop. Finally, the City Council provided zoning for Trepex Senior Housing off Miles Road during 2016.

Nineteen (19) new businesses opened in existing spaces in 2016, including Skyline Garden, Payless Cleaners, Emler Swim School, MJ Motors, Baker's Dozen Donuts, Furniture Center, Team Carpet, Eagle Life Outdoors, Farmers Insurance, Level 5 Retail, Lakeside Motors, Metroplex Piano, Healing Pointe Chiropractic, Judge Motor Sports, Twin Nails, Sachse Montessori, New Day Fellowship, Preferred Platinum Construction, and St. George Orthodox church. Businesses that finished 2016 in plan review include GNC, Massage Bliss, Great Clips, and Sachse Family Dentistry.



Building Safety

The Building Safety division is responsible for the review, issuance, and inspection of development related permits and the issuance of Certificates of Occupancy (COs) throughout the City. Building Safety is the first step in emergency response by ensuring safe and quality construction of buildings, remodels, and new development.

<u>Permitting</u>					
<u>Project Type</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Remodels/Additions	71	70	80	72	99
Accessory Buildings	42	48	36	28	39
Fences	260	309	380	391	526
MEPs	208	282	417	481	556
Pools/Spas	38	35	29	40	56
Miscellaneous	211	248	147	184	257
<u>Totals</u>	830	992	1,089	1,196	1,533

<u>Fees</u>				
<u>Fee Type</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Permits & Inspections	\$2,786,817	\$970,763	\$1,661,416	\$1,021,791
Annual Permits	\$9,125	\$12,430	\$11,560	\$13,215
Platting & Zoning	\$9,272	\$10,296	\$9,609	\$14,237
Engineering	\$103,540	\$271,546	\$165,970	\$168,094
Contractor Registration	\$11,400	\$14,550	\$13,900	\$14,200
<u>Totals</u>	\$2,920,154	\$1,279,587	\$1,862,456	\$1,231,537

City of Sachse
 3815-B Sachse Road
 Sachse, TX 75048

Planning Staff

The Planning division is the primary liaison between Sachse and the development community. Its duties include administering development regulations, supervising special projects, technical review of development plans, originating future and long-range plans, zoning administration, drafting ordinances, and providing staff support to numerous boards and commissions.

Planning & Zoning ensures functional, high quality, and aesthetically pleasing development that is sustainable, coordinated, and enhances Sachse's long-range tax base.

<u>Planning Cases</u>					
<u>Case Type</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Plats	8	26	19	21	15
Zoning	1	0	1	0	0
PDs	2	7	4	8	4
SUPs	5	8	3	3	2
Variances (BOA)	3	4	8	7	2
Ordinances	33	35	15	8	1



Planning & Zoning Commission (P&Z)

The Planning & Zoning Commission (P&Z) is the primary advisory board to the City Council on planning & development issues of importance to Sachse. These land use matters include rezoning requests, ordinance revisions, plat approvals, comprehensive planning, and other issues regarding new growth and existing development in the City. P&Z consists of 7 members appointed by City Council.

Board of Adjustment (BOA)

Per State law, the Board of Adjustment (BOA) is a quasi-judicial board consisting of 5 members (and alternates) that hears and decides requests for variances and appeals in determinations made by administrative officials of the City. Important to note, the BOA has no authority to amend ordinances or grant use variances, and a valid hardship cannot be self-inflicted nor financially motivated. The BOA meets on an as needed basis.

P&Z Commissioner Farewell

In 2016, Sachse saw 1 tenured member voluntarily vacate his position in good standing (Ty Lamb), who served on the Commission since 2013. Sachse thanks Mr. Lamb for his service!



Code Compliance

The code enforcement division was restructured in 2016 from Fire to Community Development, as the core 3 divisions of a Development department are typically Building, Code, & Planning. Code Compliance is committed to protecting the integrity and appearance of neighborhoods and commercial properties in Sachse while providing the highest level of customer service through a respectful methodology. A greater sense of community and cooperation can be fostered through these efforts.

Commercial Site Integrity

Code Compliance inspects commercial properties, HOA common areas, and other non-residential sites to ensure continued compliance with development and safety regulations and to ensure completion of deferred maintenance. The commercial code enforcement program improves the appearance of commercial sites by ensuring dead landscaping is replaced, abandoned signs are removed, parking lot holes are repaired, and other maintenance is performed to prevent community decline and protect property values.

Where Great Neighbors Live

Rental Inspections

Like many DFW area cities, Sachse requires an exterior property maintenance inspection and an interior safety inspection of its multi-family properties. The Rental program is self-sustaining and protects property values, enhances community pride, and reduces neighborhood decline.

Health Services

The City of Sachse contracts with Dallas County Health & Human Services to provide inspections of restaurants, public swimming pools, daycares, public schools, and other food establishments. It also provides mosquito testing throughout Sachse. Health scores are published and available online for the public to view.



Restaurant Scores

Bahama Bucks	96
Baker's Dozen	98
Burger Island	94
Chicken Express	94
Church's Chicken	96
Dollar General	100
Donut Palace	100
Donut Palace #2 (Kroger center)	100
Frankie's Mexican Cuisine	86
Fortune House	72
Hirut Ethiopian Grocery	90
Japanese Food Express (inside Kroger)	100
Kroger (grocery, meat, bakery)	97, 94, 93
McDonald's	98
Mogio's Gourmet Pizza	95
Neighborhood Walmart (grocery, bakery)	98, 99
Panda Chef	88
Pizza Hut	98
Ranch House	98
Sachse Donuts	91
Sachse Ice House	93
Skyline Garden Chinese	New
Sonic	96
Starbuck's (inside Kroger)	100
Subway	98
Taco Bueno	98
The Brick Tavern	93
The Tipsy Chicken	97
Walgreen's	99
Walmart (grocery, meat, bakery)	98, 100, 100
Whataburger	97
Wing Stop	95





The National Arbor Foundation designated Sachse a Tree City USA community for the 9th year in a row for its commitment to urban forestry. Fewer than 100 communities in the State of Texas were presented with this honor. The Parks & Recreation department manages and coordinates the Tree City USA and Arbor Day programs.



Happy Grams Earn TML Award!

In 2016, the Texas Municipal League awarded Sachse with a Municipal Excellence Award, recognizing its innovative happy gram program, which more respectfully communicates with residents, defuses the awkwardness of code enforcement, and increases voluntary compliance.

The size of a post card, happy grams are cute and illustrative notices that respectfully remind residents to be a good neighbor.

Planning Excellence Award

For the first time ever, Sachse received the Texas Chapter APA Award of Excellence. The certificate serves to recognize the professional planning standards demonstrated by the planning staff and P&Z, in addition to the funding and support exhibited by City Council. Fewer than 40 cities in Texas earned this recognition.



"Where Great Neighbors Live"

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

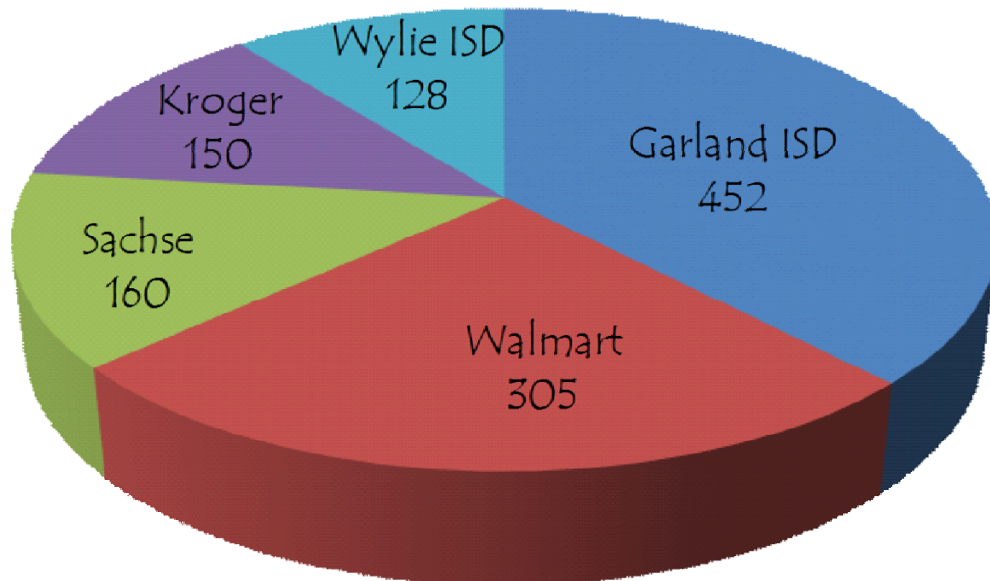


Please contact Community Development at 469-429-4781 for a permit.

Top 5 Employers



Garland ISD	452
Walmart Super Center	305
City of Sachse	160
Kroger	150
Wylie ISD	128



Economic Development

The Sachse Economic Development Corporation's (SEDC) charge is to promote and stimulate economic development in Sachse, to attract businesses that create jobs and generate sales tax, to expand and diversify the local tax base, to help retain and expand local businesses, to encourage responsible development, and to improve the quality of life for all residents of Sachse.

Incentives that The SEDC or City potentially might offer for qualified investments related to a commercial development that generates jobs:

- Tax Abatement
- Fee Waivers
- Expedited Permitting and Inspection Procedures
- Impact Fee Reductions
- 380 Agreements
- PG&T Tax Increment Fund (Turnpike district TIF)
- Skills Development Fund
- Texas Enterprise Fund
- Freeport Tax Exemption

The above list serves as a general guideline when considering an incentive package for new development, which is competitive based. Sachse is interested in attracting and expanding quality projects and offers to provide a detailed incentive proposal for potential projects, following a formal meeting with the developers and end users.



Capital Improvement Projects



3rd Sewer Connection

This project includes the construction of a 30-inch and 24-inch trunk sewer main from the northeast corner of Miles Road and the Bush Turnpike, across Rowlett Creek with an aerial crossing, and connecting into the City of Garland. The project also includes an 8-inch sewer main along Pleasant Valley south of the Bush Turnpike.

The sewer construction was completed in December of 2016, and is operational. The project brings City sewer services to the Miles Road area of the turnpike, and provides future extension of sewer to the eastern half of the Bush Turnpike area. The project makes the western half of the turnpike area development ready.

Bunker Hill Turn Lane

Increased traffic flow from Bunker Hill Road onto State Highway (SH) 78 necessitated the construction of a second turn lane at the intersection. The dual left turn lanes allow more vehicles to turn onto SH 78, and has significantly decreased congestion at the intersection. The design was completed by City staff, and construction was completed in the winter of 2016-17. TxDOT adjusted the traffic signals for the revised layout.



Capital Improvement Projects



State Highway 78 Lighting

New street lights were installed on State Highway 78 from Bunker Hill Road to Ranch Road in 2016. Prior to the widening of State Highway 78, there were street lights in the medians. This project brought street lighting back to the highway corridor, for both traffic safety and beautification of the highway. The civil engineering plans were prepared by City staff. Funding for the project was from Retail Concentration Center Funds.

5th Street & Dewitt Road Lighting

New street lights were installed on 5th Street and Dewitt Road from State Highway 78 to Ranch Road in 2016. This project was completed concurrent with the State Highway 78 lighting, and utilized the same light fixtures. The civil engineering plans were prepared by City staff. Funding for the project was from 2006 Bond Funds.

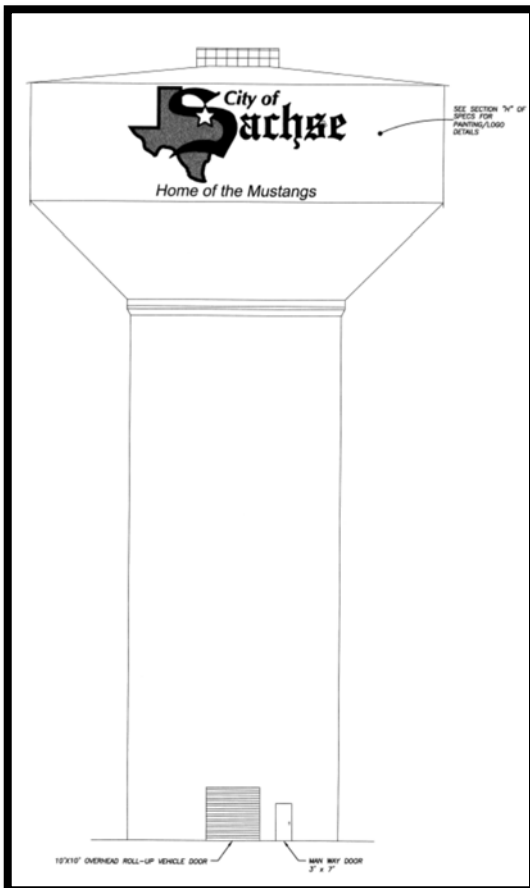


City of Sachse

Capital Improvement Projects continued

Sachse Road & 5th Street Widening

Sachse Road and 5th Street are 2-lane asphalt roads that need to be widened and improved to 4-lane concrete roads in order to accommodate the traffic demands of our growing City. Dallas County is partnering with the City of Sachse on the project. Currently, the project is in engineering design, with construction anticipated to begin in late 2017.



Southeast Water Tower

The Capital Improvement Plan includes the construction of a water tower in the southeast portion of the City. The tower is needed to meet TCEQ requirements for elevated storage as the City grows, and to provide adequate water pressure for commercial development of the Bush Turnpike area. Design was completed in 2016. The City is currently working on acquiring the land necessary for the tower. Construction is planned to begin in late 2017.



City Council

Mayor
Mike Felix

Place One
Brett Franks

Place Two
Charlie Ross

Place Three
Paul Watkins

Place Four
Bill Adams

Place Five
Cullen King

Place Six
Jeff Bickerstaff

City Staff

Community Development Technician
Charlotte Youngblood

Building Official
Michael Spencer

City Engineer
Wes Lawson, P.E.

Fire Marshal
Robert Knappage, AAS

Community Services Manager
Mike Green, CCEO

Executive Staff

City Manager
Gina Nash

CEO, EDC
Leslyn Blake

Community Development Director
Dusty McAfee, AICP

Engineering & Public Works Director
Greg Peters, P.E.





City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3759 **Version:** 1 **Name:** Police Volunteer Program
Type: Agenda Item **Status:** Agenda Ready
File created: 4/5/2017 **In control:** City Council
On agenda: 4/17/2017 **Final action:**
Title: Receive presentation regarding the Police Department Volunteers in Policing Program.
Sponsors:
Indexes:
Code sections:
Attachments: [Presentation](#)

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

Title
Police Department Volunteers in Policing Program

Background
The police department desires to partner with our community and leverage the talent and resources of our citizens to help keep Sachse safe. This program has been in development for over a year. Citizen volunteers will assist department staff in a variety of duties but will not have enforcement authority.

Policy Considerations
City ordinance establishing the program has been enacted by Council. Internal policy governing the program has been completed.

Budgetary Considerations
As the program grows in scope, funding will be needed to support the program relative to uniforms, equipment and various supplies in future budget years.

Staff Recommendations
Presentation Only

Sachse Police Department Volunteer Program



Benefits of V.I.P.S

- Promotes partnerships with our citizens.
- Meaningful contribution to community.
- Additional resource.
- Increase efficiency and effectiveness of departmental staff and operations.
- Promotes transparency of the department.



Requirements

- Be at least 21 years of age.
- Live or work in the City of Sachse
- Submit to Background Check
- Policy and Confidentiality Req.



Application Process

- On-Line Application
- Drivers license, criminal history check, local database check, and reference check
- Meet with the Volunteer Coordinator
 - Fill out and sign Waiver and Confidentiality Agreements
- Final Interview with the Chief of Police
- Acceptance or denial to/from the program



Volunteer Training

- 4 hour orientation on the VIPS program
- Training for specific tasks a volunteer wishes to perform
- Volunteers wishing to perform field functions will ride with a uniformed police officer for a minimum of 20 hours



Volunteer Commitment

- Volunteers will be required to volunteer a minimum of 8 hours per month or 24 hours per quarter to remain active
- Can volunteer in Dispatch, Records, Criminal Investigation Division, and Field Services



Available Duties

- In-Station Administrative Duties
- Assistance with fleet
- Select Field Duties
 - Neighborhood Preventive Patrol
 - House Checks
 - Radar Trailer Placement
 - Crash Scene Assistance
 - E-Watch/Lockbox Placement
- Participation in Special Events



Volunteer Vehicle



Volunteer Uniform



Volunteers in Police Service V.I.P.S

NOW ACCEPTING APPLICATIONS!

<http://www.cityofsachse.com/index.aspx?nid=522>







City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3774	Version:	1	Name:	Verizon License Agreement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/13/2017	In control:		In control:	City Council
On agenda:	4/17/2017	Final action:		Final action:	
Title:	Consider approval of an amended and restated license agreement by and between the City of Sachse, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless for the construction of a cellular network device located at 6420 Sachse Road.				

Sponsors:

Indexes:

Code sections:

Attachments: [Amended and Restated Agreement](#)
[Exhibit A - Site Plan](#)
[Exhibit B - Aerial Map](#)

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

Title

Consider approval of an amended and restated license agreement by and between the City of Sachse, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless for the construction of a cellular network device on City property located at 6420 Sachse Road, Sachse, Texas 75048.

Background

The City currently has a license agreement with Dallas MTP, L.P. (d/b/a Verizon Wireless) for the use of land for the purpose of constructing, maintaining, and operating a cellular tower. Since the P-25 radio tower has been constructed on the same property, Verizon Wireless is now seeking to place their equipment on top of the Sachse water tower, instead of constructing a stand-alone tower.

City staff has reviewed the preliminary plans, and finds that placing the equipment on the Sachse water tower is in the best interest of all parties. Utilizing the water tower means that there is one less tower on City property. The placement of cellular equipment on water towers is a common practice throughout or region, as water towers provide the necessary height, and are structurally designed to withstand severe weather conditions.

In addition to the changes outlined above, the licensee is requesting the following language change in the agreement:

" **9. CONSTRUCTION PLANS.** Prior to the commencement of construction, LICENSEE shall furnish to LICENSOR plans and specifications for the initial construction and installation of LICENSEE's Facilities and equipment, such plans to be subject to LICENSOR's reasonable review and approval. LICENSEE shall furnish to LICENSOR a site plan and elevation drawing of LICENSEE's Facilities, as fully depicted in Exhibit "C", attached hereto and made a part hereof."

Staff has reviewed this language change with the City Attorney and finds it to be acceptable. This

change results in the licensee being required to submit plans to the City for approval prior to commencing construction, instead of prior to the execution of the amended and restated agreement. An exhibit showing the proposed equipment layout and site plan is attached as Exhibit A.

An exhibit showing the proposed location of equipment versus the previous location is attached as Exhibit B.

Policy Considerations

The City Council previously approved a license agreement between the two parties for construction of a cellular tower on City property. This amended and restated license agreement includes minor changes that result in the cellular equipment being placed on the City of Sachse water tower, instead of on a stand-alone tower constructed by the licensee.

Budgetary Considerations

Per the lease agreement, the licensee will continue to pay the City \$24,000 per year, in monthly installments of \$2,000.00 per month.

Staff Recommendations

Approve an amended and restated license agreement by and between the City of Sachse, Texas, and Dallas MTA, L.P. d/b/a Verizon Wireless for the construction of a cellular network device on City property located at 6420 Sachse Road, Sachse, Texas 75048.

AMENDED AND RESTATED LICENSE AGREEMENT

This Amended and Restated License Agreement (this "Agreement"), made as of the later of the dates this Agreement is signed by the Parties (the "Effective Date") between the City of Sachse, a Texas home rule municipality ("LICENSOR"), with a mailing address of 3815 Sachse Road, Sachse, Texas 75048, and Dallas MTA, L.P. d/b/a Verizon Wireless ("LICENSEE"), with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404). This Agreement is intended to amend, restate and replace the License Agreement between LICENSOR and LICENSEE dated August 7, 2014, referenced by LICENSEE as Contract #123393 ("Terminated Agreement"). The LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LICENSOR hereby licenses to the LICENSEE a portion of that certain space (the "Tower Space") on the LICENSOR's water tower, hereinafter referred to as the "Tower", located at 6420 Sachse Road, Sachse, Dallas County, Texas, and being described in that certain Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Real Property Records of Dallas County, Texas (the entirety of LICENSOR's property is referred to hereinafter as the "Property"), together with a 21' by 16' parcel containing 336 square feet (the "Land Space") for the installation of LICENSEE's outdoor equipment cabinets and other equipment; together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twenty-five (25) foot wide right-of-way extending from the nearest public right-of-way, Sachse Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes under, or along one or more rights-of-way from the Land Space; and together with any further rights-of-way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Rights of Way or Further Rights of Way, the LICENSOR hereby agrees to grant an additional right-of-way(s) either to the LICENSEE or to the public utility at no cost to the LICENSEE.

LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LICENSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LICENSOR also hereby grants to LICENSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto

and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LICENSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall commence on the Commencement Date (as hereinafter defined) and shall expire on July 31, 2019. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

b. Unless terminated earlier as provided in this Agreement, the Lease Term shall be automatically extended for up to four (4) additional five (5) year terms ("the Extension Terms") pursuant to the same provisions of this Agreement unless LICENSEE terminates this Agreement at the end of the then current Term by giving LICENSOR written notice of termination not later than six (6) months prior to the end of the then current Term. This Agreement may be terminated by LICENSOR at the end of the fourth (4th) additional Extension Term or any Extension Term thereafter by giving LICENSEE written notice of termination not later than six (6) months prior to the end of the then current Term.

c. For purposes of this Agreement, the phrase "Lease Year" shall mean each period of time beginning on August 1 and ending on July 31 occurring during the Lease Term.

d. LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") evidencing LICENSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LICENSEE in LICENSEE's reasonable discretion, evidencing LICENSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, LICENSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. The Rental Documentation shall be provided to LICENSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have

no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

Not later than fifteen (15) days after obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE Rental Documentation in the manner set forth in the preceding paragraph. Delivery of Rental Documentation to LICENSEE by any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall be a prerequisite for the payment of any rent by LICENSEE to such party. Notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR until Rental Documentation has been supplied to LICENSEE as provided herein. LICENSEE shall have the right to delay payments of Rent, Additional Rent, or other amounts due hereunder to any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR until the tenth (10th) business day following delivery to LICENSEE of the Rental Documentation as provided herein. Payments of Rent, Additional Rent, and other amounts delayed pursuant to this Paragraph 3.d. shall not accrue late charges or interest provided the date said payment is due and payable is after the date of the assignment of this Agreement to LICENSOR's assignee(s), transferee(s) or other successor(s) in interest, said due date for such payment(s) only being deemed to be the tenth (10th) business day following the date the Rental Documentation is delivered to LICENSEE.

4. RENT.

a. Beginning on the Commencement Date, LICENSEE shall pay to LICENSOR rent ("Rent") in the amount of Twenty-Four Thousand and No/100 Dollars (\$24,000.00) to be paid in twelve (12) equal monthly installments on the first day of each month during the Lease Year, in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. Notwithstanding the foregoing to the contrary, LICENSOR and LICENSEE acknowledge and agree that payment of the installment of Rent for the first month of the Lease Term shall be paid on or before the date the payment of the second installment of Rent is due, with all other installments of Rent thereafter being due on the first of each month thereafter. Upon agreement of the Parties, LICENSEE may pay Rent and/or Additional Rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

b. The Rent shall be increased on the first day of each Extension Term by an amount equal to fifteen percent (15%) of the Rent in effect during the previous Lease Year.

c. Except for LICENSEE's initial payment of Rent, if LICENSEE fails to pay any installment of Rent and/or Additional Rent on or before the fifteenth (15th) day the same becomes due, LICENSEE shall pay to LICENSOR, without the need to demand same, a late charge (the "Late Charge") equal to five percent (5%) of such installment. It is understood and agreed that the Late Charge is for the purpose of reimbursing LICENSOR for the extra costs and expenses incurred in connection with the handling and processing of late installments of Rent and/or Additional Rent.

d. Rent, Additional Rent, and all other amounts becoming payable by LICENSEE under this Agreement shall constitute rent payable hereunder, and in the event LICENSEE fails to pay any such amount when due according to the provisions of this Agreement, LICENSOR shall have all remedies available hereunder or at law or in equity for failure to pay rent. No happening, event, occurrence or situation during the Lease Term, whether foreseen or unforeseen, and however extraordinary, shall relieve LICENSEE from its liability to pay Rent, Additional Rent, and other charges payable by LICENSEE under this Agreement or relieve LICENSEE from any of its other obligations under this Agreement accruing or otherwise coming due on or before the expiration or earlier valid termination of this Agreement. In addition to the Late Charge, all amounts of Rent, Additional Rent or other payments to be made by LICENSEE to LICENSOR hereunder shall bear interest at 10% per annum or the maximum amount allowed by law, whichever is less, beginning on the thirtieth (30th) day of the date the payment was due if remaining unpaid. In no event, however, shall the charges permitted under this Section 4 or elsewhere in this Agreement, to the extent the same are considered to be interest under applicable law, exceed the maximum rate of interest permitted by applicable law.

5. TAXES.

a. "Impositions," as used in this Agreement, means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Premises or any portion thereof or with respect to any property located thereon or any business conducted thereon.

b. LICENSEE shall pay and discharge all Impositions, taxes, general and special assessments and other similar charges which, during the Lease Term, may be levied on or assessed against the Premises (including LICENSEE's leasehold estate therein) and all interests therein and all improvements and other property, including personal property thereon, owned by LICENSEE, provided and to the extent such increase is attributable to LICENSEE's installation. LICENSEE shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and LICENSEE agrees to indemnify and save harmless LICENSOR from all such taxes, charges and assessments. LICENSEE shall have the right in good faith and at its sole cost and expense to contest any such taxes, charges and assessments and shall be obligated to pay the contested amount only if and when such amount is finally determined to be due. LICENSEE shall give notice to LICENSOR of its intent to contest any such taxes, charges or assessments, the amount thereof and the entity to which such taxes, charges or assessments are purportedly owed.

c. Subject to the right of LICENSEE to contest taxes, assessments and governmental charges as hereinabove provided, LICENSOR may, at any time that the payment of any item of taxes, special assessments or governmental charges which LICENSEE is obligated to pay under the provisions of Section 5.b., above, remains unpaid, give written notice to Licensee of its default and if LICENSEE continues to fail to pay such item of taxes, special assessments or governmental charges or to contest the same in good faith, then at any time after fifteen (15) days from the date of such written notice LICENSOR may pay the items specified in the notice and LICENSEE covenants thereupon on demand to reimburse LICENSOR any amount so paid or

expended in the payment of the items specified in the notice, with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by LICENSOR until repaid by LICENSEE; provided however, if LICENSOR, without giving the fifteen (15) days' notice provided for above, pays any such item which has not been paid by LICENSEE within the time required in Section 5.b, or which has not then or thereafter been successfully contested by LICENSEE, LICENSEE shall nevertheless reimburse LICENSOR for such item, but without interest.

d. If at any time during the Lease Term there shall be levied or assessed in substitution of property taxes, in whole or in part, a tax, assessment or governmental imposition on the rents received from the Premises or the rents reserved herein, and said tax, assessment or governmental imposition shall be imposed upon LICENSOR, LICENSOR shall pay same as hereinabove provided.

e. LICENSOR and LICENSEE understand, acknowledge and agree that title to the Premises shall at all times during the Lease Term be vested in LICENSOR. LICENSOR and LICENSEE further understand, acknowledge, and agree that any tangible personal property located on the Leased Premises shall at all times during the Lease Term be owned by LICENSEE. LICENSEE agrees that LICENSEE shall at all times during the Lease Term be solely responsible for payment of ad valorem taxes assessed against the Premises to the extent attributable to LICENSEE's installation, LICENSEE's tangible personal property and/or LICENSEE's leasehold interest in the Premises to the extent attributable to LICENSEE's installation. If for any reason during the Lease Term all or any part of the Premises, LICENSEE's tangible personal property, and/or LICENSEE's leasehold interest in the Leased Premises become subject to ad valorem taxes or any other Impositions, payment of same shall in all events be the exclusive liability of LICENSEE.

6. PAYMENT OF UTILITIES; INTERRUPTION. LICENSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the event such sub-meter is installed, the LICENSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LICENSEE shall pay the LICENSOR thirty (30) days after receipt of an invoice from LICENSOR indicating the usage amount based upon LICENSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LICENSOR to LICENSEE at Verizon Wireless, **Sachse East WT**, P.O. Box 182727, Columbus, OH 43218-2724. LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. LICENSEE shall pay or cause to be paid all charges for water, heat, gas, sewer and any and all other utilities (except electrical service and telephone service access as described above) used by LICENSEE on the Premises throughout the Term, including any connection fee or impact fee. LICENSOR is not liable during the Term for any interruption whatsoever (unless directly caused by the actions of LICENSOR) in utility services to the Premises, and in no event shall any payments

required under this Agreement be modified, adjusted, reduced or abated as a result of the interruption of utility services (except as described above).

7. **MECHANIC'S LIENS.** LICENSEE shall not suffer or permit any mechanics' liens or other liens to be filed against the Premises or against LICENSEE's leasehold interest in the Premises. If any lien is filed for such labor or materials, such lien shall encumber only LICENSEE's leasehold interest in the Premises. If any such mechanics' liens shall be recorded against the Premises, LICENSEE shall cause the same to be removed within thirty (30) days after obtaining knowledge thereof; or, in the alternative, if LICENSEE desires in good faith to contest the same, LICENSEE shall be privileged to do so, but in such case LICENSEE shall indemnify and save LICENSOR harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and removed prior to the execution of such judgment.

8. **USE; GOVERNMENTAL APPROVALS.** LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction shall be placed around the perimeter of the Premises by LICENSEE (not including the access easement) at LICENSEE's expense. All improvements, equipment, antennas and conduits shall be at LICENSEE's expense and their installation shall be at the discretion and option of LICENSEE (except the required security fence). LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LICENSEE shall not cut or saw the concrete within the Rights of Way. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the Effective Date all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE; provided, however, LICENSOR shall be under no obligation to incur any costs with respect to such cooperation, nor shall LICENSOR be prohibited from enforcing any ordinance of regulation relating to the use and development of the Premises which LICENSOR has the legal authority to adopt and enforce. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LICENSEE determines that the Premises is no longer technically or structurally compatible for its use; or (vi) LICENSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All Rent paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the

representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of Rent to LICENSOR. LICENSEE shall be responsible for maintaining the security fence around the Premises in good working condition at all times

9. CONSTRUCTION PLANS. Prior to the commencement of construction, LICENSEE shall furnish to LICENSOR plans and specifications for the initial construction and installation of LICENSEE's Facilities and equipment, such plans to be subject to LICENSOR's reasonable review and approval. LICENSEE shall furnish to LICENSOR a site plan and elevation drawing of LICENSEE's Facilities, as fully depicted in Exhibit "C", attached hereto and made a part hereof.

10. LIABILITY AND INDEMNITY.

a. **LICENSEE SHALL AT ALL TIMES COMPLY WITH ALL LAWS AND ORDINANCES AND ALL RULES AND REGULATIONS OF MUNICIPAL, STATE AND FEDERAL GOVERNMENT AUTHORITIES RELATING TO THE INSTALLATION, MAINTENANCE, HEIGHT, LOCATION, USE, OPERATION, AND REMOVAL OF THE EQUIPMENT, ANTENNA SYSTEMS, AND OTHER ALTERATIONS OR IMPROVEMENTS AUTHORIZED HEREIN, AND SHALL FULLY INDEMNIFY LICENSOR AGAINST ANY LOSS, DAMAGE, COST, OR EXPENSE WHICH MAY BE SUSTAINED OR INCURRED BY LICENSOR AS A RESULT OF LICENSEE'S INSTALLATION, OPERATION, OR REMOVAL OF SAID IMPROVEMENTS, EXCEPT TO THE EXTENT SUCH LOSS, DAMAGE, OR COST IS ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, SERVANTS OR EMPLOYEES.**

b. **LICENSEE AGREES AND IS BOUND TO INDEMNIFY, DEFEND, AND HOLD LICENSOR WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR ANY LOSS OR DAMAGES THAT MAY ARISE OUT OF THE USE, MAINTENANCE, AND OCCUPANCY OF LICENSEE'S FACILITIES AND USE OF THE PREMISES BY LICENSEE, EXCEPT TO THE EXTENT SUCH LOSS, DAMAGE, OR COST IS ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, SERVANTS OR EMPLOYEES.**

c. **LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, DEFEND, RELEASE, ACQUIT, AND HOLD FREE AND HARMLESS LICENSOR, ITS AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LOSSES, AND DAMAGE, WHETHER ASSERTED BY LICENSEE, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY THIRD PARTY IN ANY WAY RELATES TO OR ARISES FROM LICENSEE'S FACILITIES OR THE INSTALLATION OR MAINTENANCE THEREOF, OR FROM LICENSEE'S ENTRY ONTO AND UTILIZATION OF THE PROPERTY, EXCLUDING CLAIMS OR CAUSES OF ACTION ALLEGING THAT SUCH LOSS, INJURY OR DAMAGE WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, SERVANTS OR EMPLOYEES.**

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Section 10, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. INSURANCE.

a. Required Insurance. On or before the Commencement Date and throughout the Lease Term, LICENSEE shall, at LICENSEE's expense, procure and maintain the following insurance policies:

(1) Commercial general liability insurance for bodily injury, death or third party property damage, insuring LICENSEE and including LICENSOR as an additional insured as their interest may appear under this Lease, against claims caused by LICENSEE's negligence or willful misconduct on an occurrence basis, issued by and binding upon a solvent insurance company licensed, authorized or permitted to do business in Texas, with a combined single limit of \$2,000,000 per occurrence for bodily injury (including death), and property damage or destruction, including loss of use. Notwithstanding the foregoing, at no time shall the minimum amount of coverage on a per occurrence basis as required by this Section 12.a.(1) be less than twice the limitations on liability for municipalities set forth in Texas Civil Practices and Remedies Code §101.023, as amended or succeeded.

(2) Worker's Compensation in compliance with the statutory requirements of the state of operation and Employer's Liability insurance in the amount of \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

(3) Insurance covering all improvements located or being constructed on the Premises against loss or damage from perils covered by an all risk or special form policy in amounts not less than the full replacement cost of the buildings and other improvements included in the Premises.

b. Evidence of Insurance. Within five (5) days of the Commencement Date, LICENSEE shall furnish to LICENSOR a certificate of insurance evidencing the required insurance.

c. Endorsements; Certificates of Insurance. The commercial general liability insurance shall include LICENSOR, its officers and employees as an additional insureds as their interest may appear under this Lease. Any such insurance required by this Section 12 shall be primary and noncontributing with any insurance that may be carried by LICENSOR as relates to LICENSEE's operations. Not later than ten (10) days after the renewal period for each policy, a certificate of insurance evidencing renewal of the required insurance coverage shall be delivered to LICENSOR.

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

e. Contractor's Insurance. Without limiting any of the other obligations or liabilities of LICENSEE, LICENSEE shall require its contractors and subtenants, at the contractors' or subtenants' expense, to maintain during the portion of the Lease Term during which they occupy or otherwise are conducting activities on the Premises, substantially the same insurance including the certificate and policy conditions as stated herein.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LICENSOR.

14. ACCESS TO TOWER. LICENSOR agrees the LICENSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LICENSOR shall furnish LICENSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LICENSEE or persons under their direct supervision will be permitted to enter said premises.

15. TOWER COMPLIANCE. LICENSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LICENSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LICENSOR fails to make such repairs including maintenance the LICENSEE may make the repairs and the costs thereof shall be payable to the LICENSEE by the LICENSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LICENSOR does not make payment to the LICENSEE within ten (10) days after such demand, the LICENSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LICENSEE to the LICENSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LICENSOR shall supply to LICENSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LICENSOR shall supply to LICENSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LICENSOR, LICENSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation",

for the purpose of LICENSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LICENSEE's existing location in size and is fully compatible for LICENSEE's use, in LICENSEE's reasonable determination;
- b. LICENSOR pays all costs incurred by LICENSEE for relocating LICENSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LICENSEE's use, in LICENSEE's reasonable determination;
- c. LICENSOR gives LICENSEE at least ninety (90) days written notice prior to requiring LICENSEE to relocate;
- d. LICENSEE's use at the Premises is not interrupted or diminished during the relocation and LICENSEE is allowed, if necessary, in LICENSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LICENSOR, LICENSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LICENSOR.

16. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

17. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove at LICENSEE's sole cost its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are

considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. In the event LICENSEE fails to remove its building(s), antenna structure(s), equipment, conduits, fixtures and/or personal property from the Premises upon expiration of the Term, or within ninety (90) days after earlier termination of this Agreement, regardless of whether or not LICENSEE is paying any Rent for any extended period as provided herein, such building(s), antenna structure(s), equipment, conduits, fixtures and/or personal property remaining on the Premises shall be deemed abandoned and title to such abandoned building(s), antenna structure(s), equipment, conduits, fixtures and/or personal property shall convey to LICENSOR without further cost or liability to LICENSEE.

18. HOLDOVER. LICENSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 17 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LICENSEE holds over in violation of Paragraph 17 and this Paragraph 18, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 17 shall be equal to 125% of the rent applicable during the month immediately preceding such expiration or earlier termination.

19. RIGHT OF FIRST REFUSAL. If LICENSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LICENSOR, LICENSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this paragraph, any transfer, bequest or devise of LICENSOR's interest in the Property as a result of the death of LICENSOR, whether by will or intestate succession, or any conveyance to LICENSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LICENSEE has any right of first refusal.

20. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. To the extent that LICENSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by

LICENSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.

21. QUIET ENJOYMENT. LICENSOR covenants that LICENSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR (and its agents, employees and contractors) shall have the right to enter the Premises in order (a) to inspect the Premises and the Facilities, and (b) to confirm that LICENSEE is complying with all of LICENSEE's covenants and obligations under this Agreement. Except in the event of an emergency, meaning imminent danger to person or property, (a) access under this provision shall be during business hours only, (b) internal building(s) on the Premises shall not be inspected by LICENSOR, (c) LICENSOR shall provide reasonable notice to LICENSEE of such entry, and (d) LICENSOR shall be accompanied by a representative of LICENSEE during said inspection. In the event of an emergency, LICENSOR shall provide notice of access pursuant to this provision as is reasonable under the circumstances. Except to the extent caused by LICENSOR's negligence or willful misconduct, LICENSOR shall not be liable to LICENSEE for the exercise of LICENSOR's rights under this Section 21, and LICENSEE hereby waives any claims for damages for any injury or inconvenience to or interference with LICENSEE's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby, except to the extent caused by LICENSOR's negligence or willful misconduct.

22. TITLE. LICENSOR represents and warrants to LICENSEE as of the Effective Date, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

23. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LICENSOR and LICENSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

24. GOVERNING LAW; VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located. Venue for any action shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

25. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Sachse
Attn: City Manager
3815-B Sachse Road
Sachse, Texas 75048

LICENSEE: Dallas MTA, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

28. DEFAULT.

a. In the event there is a breach by LICENSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LICENSOR shall give LICENSEE written notice of such breach. After receipt of such written notice, LICENSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided, with respect to a non-monetary breach, LICENSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, LICENSEE commences the cure within the thirty (30) day period, and thereafter LICENSEE continuously and diligently pursues the cure to completion. LICENSOR may not maintain any

action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in this paragraph

b. In the event there is a breach by LICENSOR with respect to any of the provisions of this Agreement or its obligations under it, LICENSEE shall give LICENSOR written notice of such breach. After receipt of such written notice, LICENSOR shall have thirty (30) days in which to cure any such breach, provided LICENSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LICENSEE may not maintain any action or effect any remedies for default against LICENSOR unless and until LICENSOR has failed to cure the breach within the time periods provided in this paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business on the Property; provided, however, that if the nature of LICENSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

29. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting Party.

30. ENVIRONMENTAL. LICENSEE agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. LICENSOR and LICENSEE agree to assume all duties, responsibilities and liabilities at their sole cost and expense for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) each Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the Party thereon, unless the environmental conditions are caused by the other Party. The provisions of this section will survive the expiration or termination of this Agreement. LICENSEE shall not be responsible for any Hazardous Materials

or other environmental conditions of the property that existed prior to the date of this agreement or that did not result from the activities of LICENSEE. LICENSEE shall not store diesel on the Premises.

31. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, not later than thirty (30) days following the date of said event, terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Licensee in the Premises

34. SURVIVAL. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. NO JOINT VENTURE. The relationship between LICENSOR and LICENSEE at all times shall remain solely that of landlord and tenant and shall not be deemed or construed as a partnership or joint venture.

37. FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by LICENSOR or LICENSEE, LICENSOR or LICENSEE shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to force majeure, which term shall include strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of LICENSOR or LICENSEE.

38. NO WAIVER OF IMMUNITY. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as a waiver of LICENSOR's sovereign immunity or the right to raise as a defense with respect to any claim asserted against LICENSOR, its officers, employees, or agents.

39. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed as conveying any rights or benefits to any person or entity which is not a party to this Agreement.

40. TERMINATION. LICENSOR and LICENSEE agree that this Agreement replaces the License Agreement between LICENSOR and LICENSEE dated August 7, 2014, referenced by LICENSEE as Contract #123393 ("Terminated Agreement"). LICENSOR and LICENSEE acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LICENSEE may continue to make, and the LICENSOR may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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SIGNED AND AGREED this ____ day of _____, 20__.

LICENSOR: City of Sachse, Texas

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, City Secretary

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(01-26-2017/83289)

SIGNED AND AGREED this ____ day of _____, 20__.

LICENSEE: Dallas MTA, L.P. d/b/a Verizon Wireless
By: Verizon Wireless Texas, LLC, its General Partner

By: _____
Jason Leiker
Director Network Field Engineering
Date: _____

Exhibit "A"

LEASE AREA

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being out of and a portion of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found on the north line of said 3.42 acre tract, same being the northeast corner of Lot 1, Block A, Pinnacle Oaks Estates, Phase One, an addition to the City of Sachse, Dallas County, Texas, according to the plat thereof recorded in Volume 97176, Page 308, Deed Records, Dallas County, Texas, and being on the south right-of-way line of Sachse Road (110' right-of-way at this point);

THENCE North 36 degrees 06 minutes 27 seconds West, a distance of 10.16 feet to a Point, also being the most northwest corner of said 3.42 acre tract and the beginning of a non-tangent curve to the left along the south right-of-way line of Sachse Road (100' right-of-way at this point);

THENCE along the south right-of-way line of Sachse Road and along said curve to the left having a radius of 623.14 feet, an arc distance of 200.92 feet, through a central angle of 18 degrees 28 minutes 27 seconds, and whose chord bears North 55 degrees 12 minutes 24 seconds East, a distance of 200.05 feet to the northeast corner of said 3.42 acre tract, same being the northwest corner of that certain 9.994 acre tract of land conveyed to the City of Sachse, Texas, according to that Special Warranty Deed dated February 23, 2000, recorded in Volume 2000040, Page 1742, Deed Records, Dallas County, Texas;

THENCE departing the south right-of-way line of Sachse Road, along the east line of said 3.42 acre tract, same being the west line of said 9.994 acre tract, South 36 degrees 06 minutes 27 seconds East, a distance of 269.03 feet to a Point;

THENCE through the interior of said 3.42 acre tract, South 53 degrees 53 minutes 33 seconds West, a distance of 1.84 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said 3.42 acre tract the following four (4) courses:

1. South 36 degrees 51 minutes 03 seconds East, a distance of 25.00 feet to a Point;
2. South 53 degrees 08 minutes 57 seconds West, a distance of 20.00 feet to a Point;
3. North 36 degrees 51 minutes 03 seconds West, a distance of 25.00 feet to a Point;
4. North 53 degrees 08 minutes 57 seconds East, a distance of 20.00 feet to the POINT OF BEGINNING hereof and containing 500 square feet or 0.0115 acres of land, more or less.

30' ACCESS & UTILITY EASEMENT

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being out of and a portion of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, and that certain 9.994 acre tract of land conveyed to the City of Sachse, Texas, according to that Special Warranty Deed dated February 23, 2000, recorded in Volume 2000040, Page 1742, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found on the north line of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, same being the northeast corner of Lot 1, Block A, Pinnacle Oaks Estates, Phase One, an addition to the City of Sachse, Dallas County, Texas, according to the plat thereof recorded in Volume 97176, Page 308, Deed Records, Dallas County, Texas, and being on the south right-of-way line of Sachse Road (110' right-of-way at this point);

THENCE North 36 degrees 06 minutes 27 seconds West, a distance of 10.16 feet to a Point, also being the most northwest corner of said 3.42 acre tract and the beginning of a non-tangent curve to the left along the south right-of-way line of Sachse Road (100' right-of-way at this point);

THENCE along the south right-of-way line of Sachse Road and along said curve to the left having a radius of 623.14 feet, an arc distance of 200.92 feet, through a central angle of 18 degrees 28 minutes 27 seconds, and whose chord bears North 55 degrees 12 minutes 24 seconds East, a distance of 200.05 feet to the northeast corner of said 3.42 acre tract, same being the northwest corner of said 9.994 acre tract of land to the POINT OF BEGINNING hereof;

THENCE continuing along the south right-of-way line of Sachse Road (100' right-of-way), along the north line of said 9.994 acre tract, North 45 degrees 58 minutes 12 seconds East, a distance of 30.29 feet to a Point;

THENCE departing the south right-of-way line of Sachse Road, through the interior of said 9.994 acre tract and said 3.42 acre tract the following four (4) courses:

1. South 36 degrees 06 minutes 27 seconds East, a distance of 298.21 feet to a Point;
2. South 53 degrees 53 minutes 33 seconds West, a distance of 31.51 feet to a Point, same being the southeast corner of the lease area described hereon;
3. Along the east line of said lease area, North 36 degrees 51 minutes 03 seconds West, a distance of 25.00 feet to a Point;
4. North 53 degrees 53 minutes 33 seconds East, a distance of 1.84 feet to a Point on the east line of said 3.42 acre tract, same being the west line of said 9.994 acre tract;

THENCE along the east line of said 3.42 acre tract, same being the west line of said 9.994 acre tract, North 36 degrees 06 minutes 27 seconds West, a distance of 269.03 feet to the POINT OF BEGINNING hereof and containing 8,925 square feet or 0.2049 acres of land, more or less.

15' ACCESS EASEMENT

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being out of and a portion of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found on the north line of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, same being the northeast corner of Lot 1, Block A, Pinnacle Oaks Estates, Phase One, an addition to the City of Sachse, Dallas County, Texas, according to the plat thereof recorded in Volume 97176, Page 308, Deed Records, Dallas County, Texas, and being on the south right-of-way line of Sachse Road (110' right-of-way at this point);

THENCE North 36 degrees 06 minutes 27 seconds West, a distance of 10.16 feet to a Point, also being the most northwest corner of said 3.42 acre tract and the beginning of a non-tangent curve to the left along the south right-of-way line of Sachse Road (100' right-of-way at this point);

THENCE along the south right-of-way line of Sachse Road and along said curve to the left having a radius of 623.14 feet, an arc distance of 11.66 feet, through a central angle of 01 degrees 04 minutes 18 seconds, and whose chord bears North 63 degrees 54 minutes 28 seconds East, a distance of 11.65 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the south right-of-way line of Sachse Road and continuing along said curve to the left having a radius of 623.14 feet, an arc distance of 15.16 feet, through a central angle of 01 degrees 23 minutes 39 seconds, and whose chord bears North 62 degrees 40 minutes 29 seconds East, a distance of 15.16 feet to a Point;

THENCE departing the south right-of-way line of Sachse Road, through the interior of said 3.42 acre tract, the following nine (9) courses:

1. South 35 degrees 44 minutes 56 seconds East, a distance of 211.22 feet to a Point;
2. Along a curve to the left having a radius of 10.00 feet, an arc distance of 15.78 feet, through a central angle of 90 degrees 23 minutes 30 seconds, and whose chord bears South 80 degrees 56 minutes 41 seconds East, a distance of 14.19 feet to a Point;
3. North 53 degrees 51 minutes 34 seconds East, a distance of 162.39 feet to a Point;

4. South 36 degrees 51 minutes 03 seconds East, a distance of 48.10 feet to a Point, same being the northeast corner of the lease area described hereon;
5. Along the north line of said lease area, South 53 degrees 08 minutes 57 seconds West, a distance of 20.00 feet to a Point, same being the northwest corner of said lease area;
6. North 36 degrees 51 minutes 03 seconds West, a distance of 23.47 feet to a Point;
7. Along a curve to the left having a radius of 10.00 feet, an arc distance of 15.58 feet, through a central angle of 89 degrees 17 minutes 23 seconds, and whose chord bears North 81 degrees 29 minutes 45 seconds West, a distance of 14.05 feet to a Point;
8. South 53 degrees 51 minutes 34 seconds West, a distance of 157.87 feet to a Point;
9. North 35 degrees 44 minutes 56 seconds West, a distance of 238.61 feet to the POINT OF BEGINNING hereof and containing 0.1574 acres or 6,857 square feet of land, more or less.

5' COAX EASEMENT

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being out of and a portion of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found on the north line of said 3.42 acre tract, same being the northeast corner of Lot 1, Block A, Pinnacle Oaks Estates, Phase One, an addition to the City of Sachse, Dallas County, Texas, according to the plat thereof recorded in Volume 97176, Page 308, Deed Records, Dallas County, Texas, and being on the south right-of-way line of Sachse Road (110' right-of-way at this point);

THENCE North 36 degrees 06 minutes 27 seconds West, a distance of 10.16 feet to a Point, also being the most northwest corner of said 3.42 acre tract and the beginning of a non-tangent curve to the left along the south right-of-way line of Sachse Road (100' right-of-way at this point);

THENCE along the south right-of-way line of Sachse Road and along said curve to the left having a radius of 623.14 feet, an arc distance of 200.92 feet, through a central angle of 18 degrees 28 minutes 27 seconds, and whose chord bears North 55 degrees 12 minutes 24 seconds East, a distance of 200.05 feet to the northeast corner of said 3.42 acre tract, same being the northwest corner of that certain 9.994 acre tract of land conveyed to the City of Sachse, Texas, according to that Special Warranty Deed dated February 23, 2000, recorded in Volume 2000040, Page 1742, Deed Records, Dallas County, Texas;

THENCE departing the south right-of-way line of Sachse Road, along the east line of said 3.42 acre tract, same being the west line of said 9.994 acre tract, South 36 degrees 06 minutes 27 seconds East, a distance of 294.03 feet to a Point;

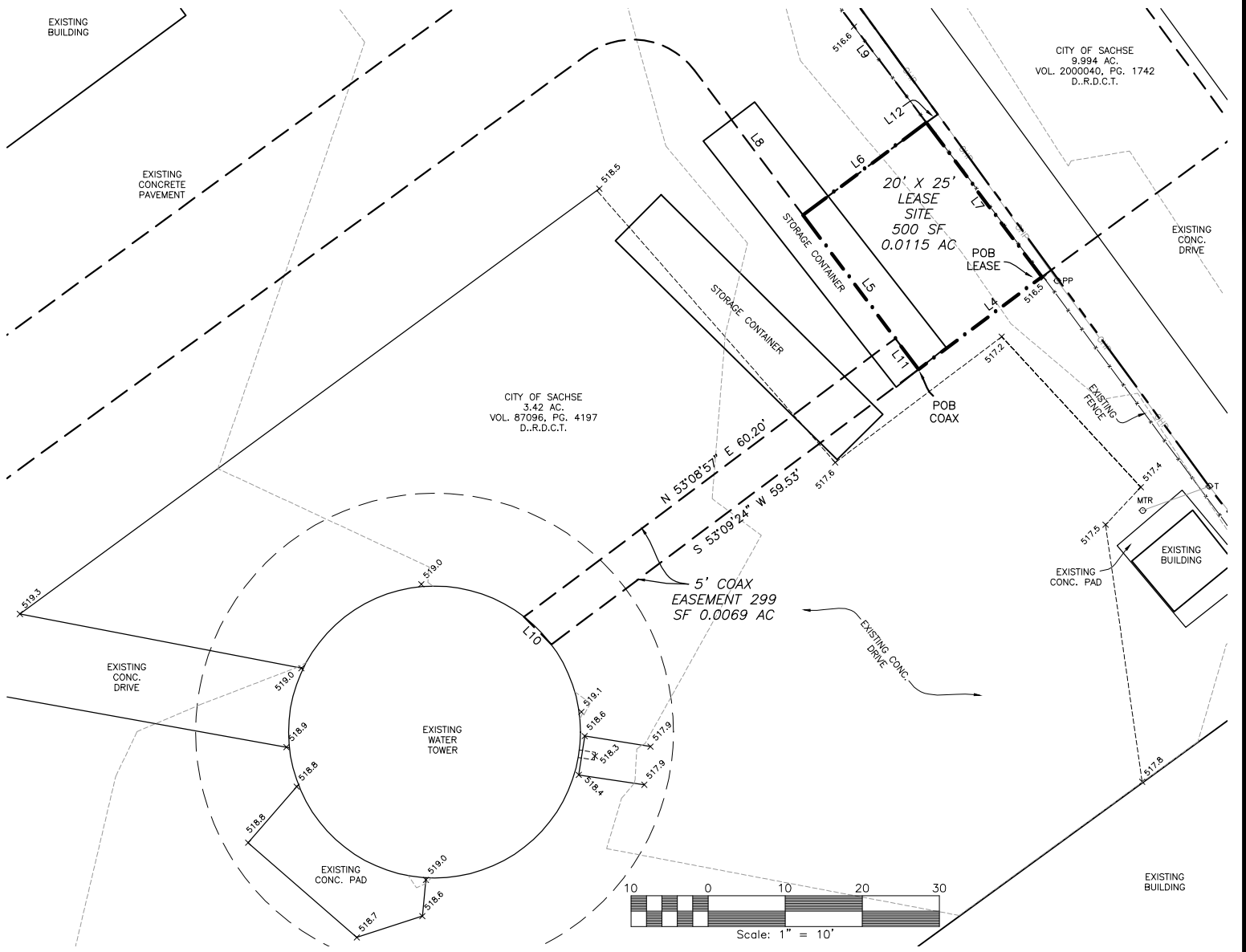
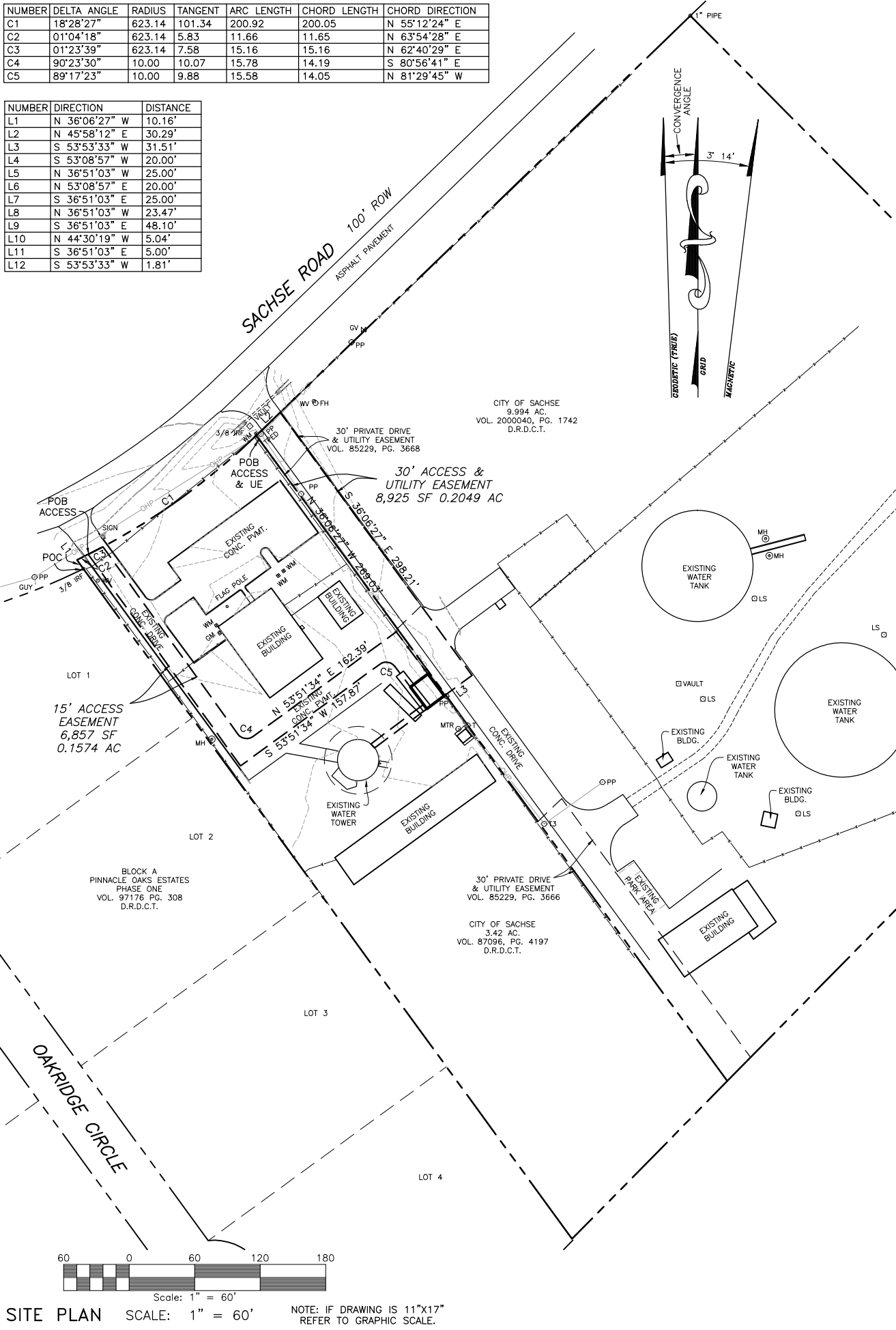
THENCE through the interior of said 3.42 acre tract, South 53 degrees 12 minutes 05 seconds West, a distance of 21.51 feet to the southwest corner of the lease area described hereon for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said 3.42 acre tract the following four (4) courses:

1. South 53 degrees 08 minutes 57 seconds West, a distance of 59.53 feet to a Point;
2. North 44 degrees 30 minutes 19 seconds West, a distance of 5.04 feet to a Point;
3. North 53 degrees 08 minutes 57 seconds East, a distance of 60.20 feet to a Point on the west line of said lease area;
4. Along the west line of said lease area, South 36 degrees 51 minutes 03 seconds East, a distance of 5.00 feet to the POINT OF BEGINNING hereof and containing 0.0069 acres or 299 square feet of land, more or less.

NUMBER	DELTA ANGLE	RADIUS	TANGENT	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	18°28'27"	623.14	101.34	200.92	200.05	N 55°12'24" E
C2	01°04'18"	623.14	5.83	11.66	11.65	N 63°54'28" E
C3	01°23'39"	623.14	7.58	15.16	15.16	N 62°40'29" E
C4	90°23'30"	10.00	10.07	15.78	14.19	S 80°56'41" E
C5	89°17'23"	10.00	9.88	15.58	14.05	N 81°29'45" W

NUMBER	DIRECTION	DISTANCE
L1	N 36°06'27" W	10.16'
L2	N 45°58'12" E	30.29'
L3	S 53°53'33" W	31.51'
L4	S 53°08'57" W	20.00'
L5	N 36°51'03" W	25.00'
L6	N 53°08'57" E	20.00'
L7	S 36°51'03" E	25.00'
L8	N 36°51'03" W	23.47'
L9	S 36°51'03" E	48.10'
L10	N 44°30'19" W	5.04'
L11	S 36°51'03" E	5.00'
L12	S 53°53'33" W	1.81'



LEGEND	PROJECT INFORMATION	SURVEYOR'S CERTIFICATE
- PP - POWER POLE - TPED - TELEPHONE RISER - WV - WATER VALVE - FH - FIRE HYDRANT - TOWER CENTROID - LP - LIGHT POLE - EM - ELECTRIC METER - GM - GAS METER - IRS - IRON ROD SET - IRF - IRON ROD FOUND - TBM - BENCH MARK ////// BUILDING LINES --- FENCE LINE --- POWER LINE	CENTER OF TOWER COORDINATES: NAD83: LAT 32° 58' 24.3683" LONG 96° 33' 37.3564" ELEV. 512.2 FEET (AMSL NAVD88) NOTES: INGRESS/EGRESS IN COMMON WITH OWNER. LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988. MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE. LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM. BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY. BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY. CONVERGENCE ANGLE: 01° 03' 27" BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48113C0235J, DATED AUGUST 23, 2001. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.	The undersigned hereby certifies unto Verizon Wireless that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on December 21, 2016, and as to matters of record relies upon Report of Title, File No. 24550237, dated effective as of January 18, 2017, by Fidelity National Title Insurance Company, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights-of-way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights-of-way across or abutting or affecting the Lease Property, (2) easements or rights-of-way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency, except as shown hereon; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.
VICINITY MAP	Kurtis R. Webb R.P.L.S. #4125	SV-1

500 WEST DOWE ROAD
SOUTHPLANE, TEXAS 76082
PHONE: (817) 831-3000
FAX: (817) 831-3063

SURVEY

SITE NAME: SACHSE_EAST_WT
SITE NUMBER: 267750

SACHSE, TX 75048

DRWN CK KRW
DATE: 12/21/2016
DATE OF SURVEY: 02/09/2017
ISSUED: 04/05/2017
REVISIONS: 6

LEASE AREA

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being out of and a portion of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found on the north line of said 3.42 acre tract, same being the northeast corner of Lot 1, Block A, Pinnacle Oaks Estates, Phase One, an addition to the City of Sachse, Dallas County, Texas, according to the plat thereof recorded in Volume 97176, Page 308, Deed Records, Dallas County, Texas, and being on the south right-of-way line of Sachse Road (110' right-of-way at this point);

THENCE North 36 degrees 06 minutes 27 seconds West, a distance of 10.16 feet to a Point, also being the most northwest corner of said 3.42 acre tract and the beginning of a non-tangent curve to the left along the south right-of-way line of Sachse Road (100' right-of-way at this point);

THENCE along the south right-of-way line of Sachse Road and along said curve to the left having a radius of 623.14 feet, an arc distance of 200.92 feet, through a central angle of 18 degrees 28 minutes 27 seconds, and whose chord bears North 55 degrees 12 minutes 24 seconds East, a distance of 200.05 feet to the northeast corner of said 3.42 acre tract, same being the northwest corner of that certain 9.994 acre tract of land conveyed to the City of Sachse, Texas, according to that Special Warranty Deed dated February 23, 2000, recorded in Volume 2000040, Page 1742, Deed Records, Dallas County, Texas;

THENCE departing the south right-of-way line of Sachse Road, along the east line of said 3.42 acre tract, same being the west line of said 9.994 acre tract, South 36 degrees 06 minutes 27 seconds East, a distance of 269.03 feet to a Point;

THENCE through the interior of said 3.42 acre tract, South 53 degrees 53 minutes 33 seconds West, a distance of 1.84 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said 3.42 acre tract the following four (4) courses:

1. South 36 degrees 51 minutes 03 seconds East, a distance of 25.00 feet to a Point;
2. South 53 degrees 08 minutes 57 seconds West, a distance of 20.00 feet to a Point;
3. North 36 degrees 51 minutes 03 seconds West, a distance of 25.00 feet to a Point;
4. North 53 degrees 08 minutes 57 seconds East, a distance of 20.00 feet to the POINT OF BEGINNING hereof and containing 500 square feet or 0.0115 acres of land, more or less.

15' ACCESS EASEMENT

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being out of and a portion of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found on the north line of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, same being the northeast corner of Lot 1, Block A, Pinnacle Oaks Estates, Phase One, an addition to the City of Sachse, Dallas County, Texas, according to the plat thereof recorded in Volume 97176, Page 308, Deed Records, Dallas County, Texas, and being on the south right-of-way line of Sachse Road (110' right-of-way at this point);

THENCE North 36 degrees 06 minutes 27 seconds West, a distance of 10.16 feet to a Point, also being the most northwest corner of said 3.42 acre tract and the beginning of a non-tangent curve to the left along the south right-of-way line of Sachse Road (100' right-of-way at this point);

THENCE along the south right-of-way line of Sachse Road and along said curve to the left having a radius of 623.14 feet, an arc distance of 11.66 feet, through a central angle of 01 degrees 04 minutes 18 seconds, and whose chord bears North 63 degrees 54 minutes 28 seconds East, a distance of 11.65 feet to the POINT OF BEGINNING hereof;

THENCE continuing along the south right-of-way line of Sachse Road and continuing along said curve to the left having a radius of 623.14 feet, an arc distance of 15.16 feet, through a central angle of 01 degrees 23 minutes 39 seconds, and whose chord bears North 62 degrees 40 minutes 29 seconds East, a distance of 15.16 feet to a Point;

THENCE departing the south right-of-way line of Sachse Road, through the interior of said 3.42 acre tract, the following nine (9) courses:

1. South 35 degrees 44 minutes 56 seconds East, a distance of 211.22 feet to a Point;
2. Along a curve to the left having a radius of 10.00 feet, an arc distance of 15.78 feet, through a central angle of 90 degrees 23 minutes 30 seconds, and whose chord bears South 80 degrees 56 minutes 41 seconds East, a distance of 14.19 feet to a Point;
3. North 53 degrees 51 minutes 34 seconds East, a distance of 162.39 feet to a Point;
4. South 36 degrees 51 minutes 03 seconds East, a distance of 48.10 feet to a Point, same being the northeast corner of the lease area described hereon;
5. Along the north line of said lease area, South 53 degrees 08 minutes 57 seconds West, a distance of 20.00 feet to a Point, same being the northwest corner of said lease area;
6. North 36 degrees 51 minutes 03 seconds West, a distance of 23.47 feet to a Point;
7. Along a curve to the left having a radius of 10.00 feet, an arc distance of 15.58 feet, through a central angle of 89 degrees 17 minutes 23 seconds, and whose chord bears North 81 degrees 29 minutes 45 seconds West, a distance of 14.05 feet to a Point;
8. South 53 degrees 51 minutes 34 seconds West, a distance of 157.87 feet to a Point;
9. North 35 degrees 44 minutes 56 seconds West, a distance of 238.61 feet to the POINT OF BEGINNING hereof and containing 0.1574 acres or 6,857 square feet of land, more or less.

30' ACCESS & UTILITY EASEMENT

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being out of and a portion of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, and that certain 9.994 acre tract of land conveyed to the City of Sachse, Texas, according to that Special Warranty Deed dated February 23, 2000, recorded in Volume 2000040, Page 1742, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found on the north line of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, same being the northeast corner of Lot 1, Block A, Pinnacle Oaks Estates, Phase One, an addition to the City of Sachse, Dallas County, Texas, according to the plat thereof recorded in Volume 97176, Page 308, Deed Records, Dallas County, Texas, and being on the south right-of-way line of Sachse Road (110' right-of-way at this point);

THENCE North 36 degrees 06 minutes 27 seconds West, a distance of 10.16 feet to a Point, also being the most northwest corner of said 3.42 acre tract and the beginning of a non-tangent curve to the left along the south right-of-way line of Sachse Road (100' right-of-way at this point);

THENCE along the south right-of-way line of Sachse Road and along said curve to the left having a radius of 623.14 feet, an arc distance of 200.92 feet, through a central angle of 18 degrees 28 minutes 27 seconds, and whose chord bears North 55 degrees 12 minutes 24 seconds East, a distance of 200.05 feet to the northeast corner of said 3.42 acre tract, same being the northwest corner of said 9.994 acre tract of land to the POINT OF BEGINNING hereof;

THENCE continuing along the south right-of-way line of Sachse Road (100' right-of-way), along the north line of said 9.994 acre tract, North 45 degrees 58 minutes 12 seconds East, a distance of 30.29 feet to a Point;

THENCE departing the south right-of-way line of Sachse Road, through the interior of said 9.994 acre tract and said 3.42 acre tract the following four (4) courses:

1. South 36 degrees 06 minutes 27 seconds East, a distance of 298.21 feet to a Point;
2. South 53 degrees 53 minutes 33 seconds West, a distance of 31.51 feet to a Point, same being the southeast corner of the lease area described hereon;
3. Along the east line of said lease area, North 36 degrees 51 minutes 03 seconds West, a distance of 25.00 feet to a Point;
4. North 53 degrees 53 minutes 33 seconds East, a distance of 1.84 feet to a Point on the east line of said 3.42 acre tract, same being the west line of said 9.994 acre tract;

THENCE along the east line of said 3.42 acre tract, same being the west line of said 9.994 acre tract, North 36 degrees 06 minutes 27 seconds West, a distance of 269.03 feet to the POINT OF BEGINNING hereof and containing 8,925 square feet or 0.2049 acres of land, more or less.

5' COAX EASEMENT

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being out of and a portion of that certain 3.42 acre tract of land conveyed to the City of Sachse, Texas, according to that Warranty Deed dated April 16, 1987, recorded in Volume 87096, Page 4197, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8" iron rod found on the north line of said 3.42 acre tract, same being the northeast corner of Lot 1, Block A, Pinnacle Oaks Estates, Phase One, an addition to the City of Sachse, Dallas County, Texas, according to the plat thereof recorded in Volume 97176, Page 308, Deed Records, Dallas County, Texas, and being on the south right-of-way line of Sachse Road (110' right-of-way at this point);

THENCE North 36 degrees 06 minutes 27 seconds West, a distance of 10.16 feet to a Point, also being the most northwest corner of said 3.42 acre tract and the beginning of a non-tangent curve to the left along the south right-of-way line of Sachse Road (100' right-of-way at this point);

THENCE along the south right-of-way line of Sachse Road and along said curve to the left having a radius of 623.14 feet, an arc distance of 200.92 feet, through a central angle of 18 degrees 28 minutes 27 seconds, and whose chord bears North 55 degrees 12 minutes 24 seconds East, a distance of 200.05 feet to the northeast corner of said 3.42 acre tract, same being the northwest corner of that certain 9.994 acre tract of land conveyed to the City of Sachse, Texas, according to that Special Warranty Deed dated February 23, 2000, recorded in Volume 2000040, Page 1742, Deed Records, Dallas County, Texas;

THENCE departing the south right-of-way line of Sachse Road, along the east line of said 3.42 acre tract, same being the west line of said 9.994 acre tract, South 36 degrees 06 minutes 27 seconds East, a distance of 294.03 feet to a Point;

THENCE through the interior of said 3.42 acre tract, South 53 degrees 12 minutes 05 seconds West, a distance of 21.51 feet to the southwest corner of the lease area described hereon for the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said 3.42 acre tract the following four (4) courses:

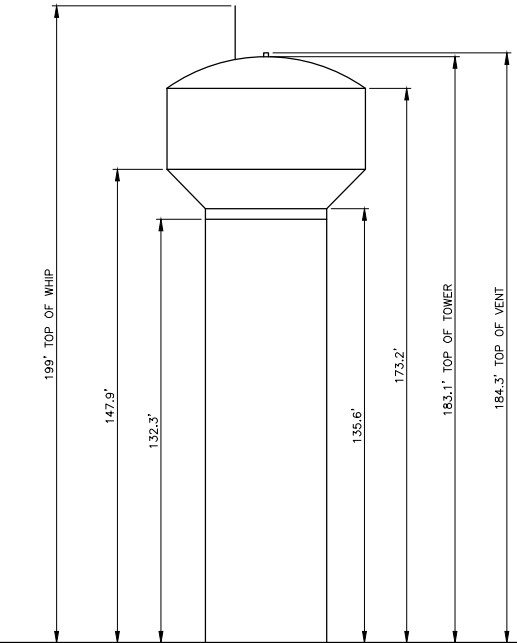
1. South 53 degrees 08 minutes 57 seconds West, a distance of 59.53 feet to a Point;
2. North 44 degrees 30 minutes 19 seconds West, a distance of 5.04 feet to a Point;
3. North 53 degrees 08 minutes 57 seconds East, a distance of 60.20 feet to a Point on the west line of said lease area;
4. Along the west line of said lease area, South 36 degrees 51 minutes 03 seconds East, a distance of 5.00 feet to the POINT OF BEGINNING hereof and containing 0.0069 acres or 299 square feet of land, more or less.

EASEMENT NOTE:

Easement In favor of: Texas Municipal Power Agency; Recorded on: 01/22/1981; Recorded in: Deed Book 81014, Page 0176. Does not affect the parent tract.

TOWER ELEVATION

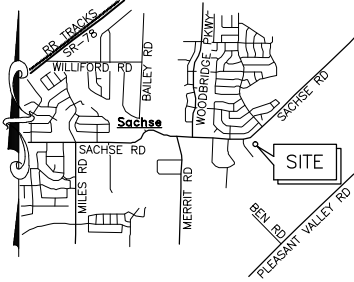
N.T.S.



LEGEND

- ⊖ PP - POWER POLE
- TPED - TELEPHONE RISER
- WV- WATER VALVE
- ⊖ FH - FIRE HYDRANT
- ⊕ TOWER CENTROID
- ⊗ LP - LIGHT POLE
- ⊞ EM - ELECTRIC METER
- ⊞ GM - GAS METER
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- TBM BENCH MARK
- ===== BUILDING LINES
- FENCE LINE
- GHP- POWER LINE

VICINITY MAP



PROJECT INFORMATION

CENTER OF TOWER COORDINATES:

NAD83:
LAT 32° 58' 24.3683"
LONG 96° 33' 37.3564"
ELEV. 512.2 FEET (AMSL NAVD88)

NOTES:

INGRESS/EGRESS IN COMMON WITH OWNER.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

MAGNETIC DECLINATION INFORMATION TAKEN FROM NOAA WEB SITE AND IS APPROXIMATE.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

CONVERGENCE ANGLE: 01° 03' 28"

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48113C0235J, DATED AUGUST 23, 2001. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies unto Verizon Wireless that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on December 21, 2016, and as to matters of record relies upon Report of Title, File No. 24550237, dated effective as of January 18, 2017, by Fidelity National Title Insurance Company, covering the Lease Property (the "Lease Property") described on this drawing; (b) this survey accurately shows to the best of my knowledge upon review of the existing recorded instruments provided (1) the location of any buildings, structures and other improvements situated on or within the Lease Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Lease Property, and (4) all setback lines, encroachments, easements and rights-of-way across, abutting or affecting the Lease Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Lease Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the legal description attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) except as shown on the survey drawing, to the best of my knowledge upon review of the existing recorded instruments provided, there are no (1) visible easements or rights-of-way across or abutting or affecting the Lease Property, (2) easements or rights-of-way across or abutting or affecting the Lease Property of which the undersigned has been advised, (3) visible encroachments from the Lease Property onto an adjacent property, or onto easements, streets, or alleys, by any of the Lease Property building structures or other improvements, or (4) visible encroachments on the Lease Property by building structures or other improvements situated on adjoining property; (f) no portion of the Lease Property has been designated as lying within a flood zone or flood prone area as designated on the most recent Flood Insurance Rate Map promulgated by the Federal Emergency Management Agency, except as shown hereon; and (g) this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Kurtis R. Webb
R.P.L.S. #4125

KRW JOB NO: 216-238

SURVEY

SITE NAME: SACHSE_EAST_WT
SITE NUMBER: 267750

SACHSE, TX 75048



DRWN KRW
CK KRW

NO.	DATE:	DESCRIPTION:		DATE OF SURVEY	ISSUED	MISC.	REVISIONS
		1	2				
1	12/21/2016						
2	02/09/2017						
3							
4							
5	04/05/2017						
6							
7							

SV-2

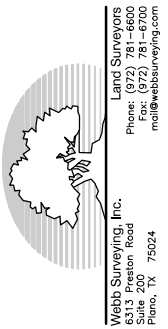


Exhibit "B"

LICENSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

ANTENNAS: Six (6) panel antennas @ 125'

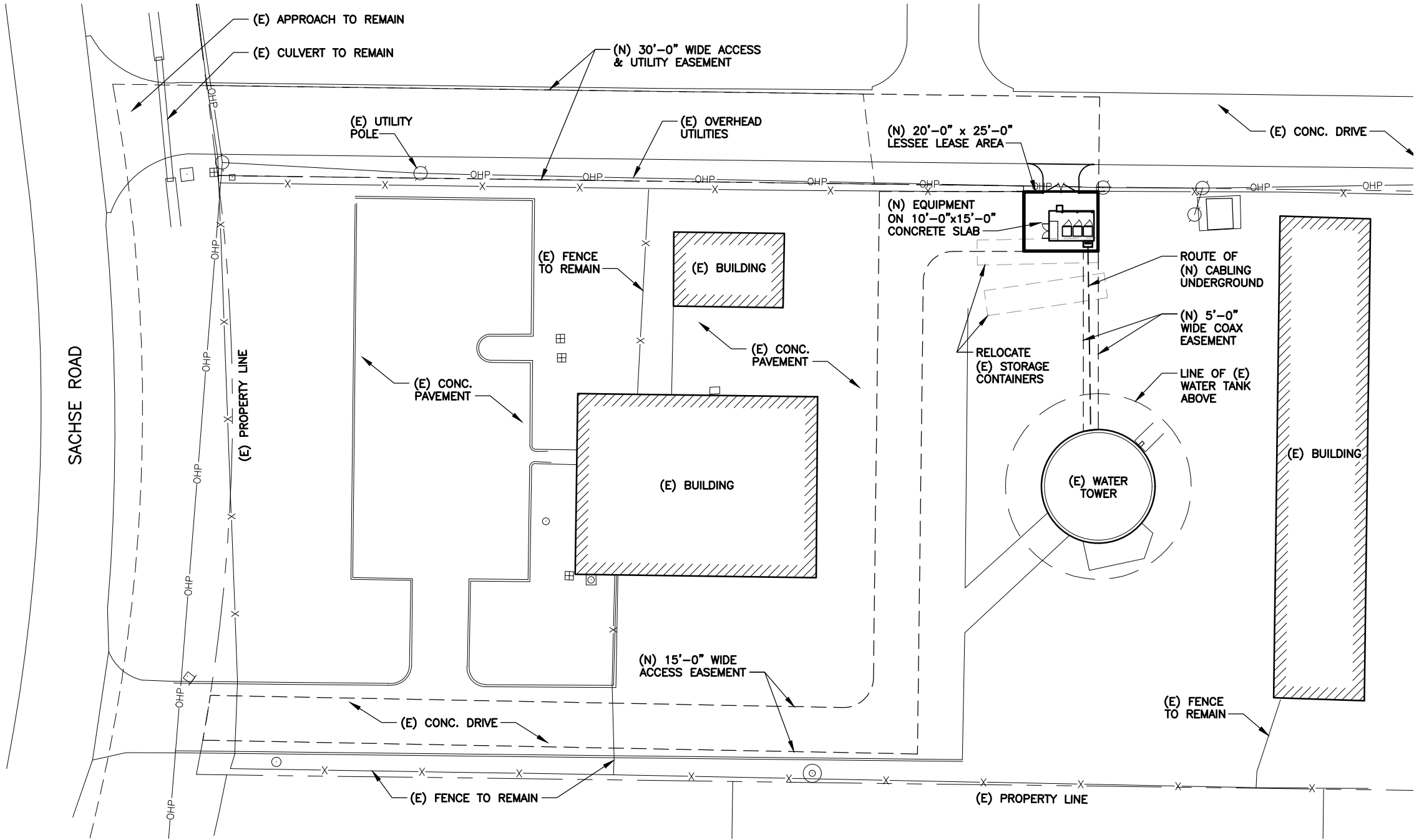
Diameter of transmission line: Not to exceed 1-5/8"

Ground equipment and other ancillary equipment as identified on Exhibit C.

Exhibit "C"

See attached Survey and Site Plan

H:\VERIZON\NORTH TEXAS_WATER TANKS\Sachse East WT-267750\20130901099-NB\CAND 2-121216\Sachse East WT-01-NEPA BASE.dwg, 3/8/2017 10:46:10 AM, MLopez



1 SITE PLAN
SCALE: 1" = 50'-0"
NORTH

(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

verizon

SACHSE EAST WT

6420 SACHSE RD
SACHSE, DALLAS COUNTY, TEXAS 75048
(267750)

APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION

THIS IS AN INCOMPLETE
SET NOT FOR
CONSTRUCTION OR
PERMITTING.
APPROPRIATE
PROFESSIONAL SEAL
WILL BE APPLIED TO
FINAL CONSTRUCTION
SET


ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE

SITE PLAN

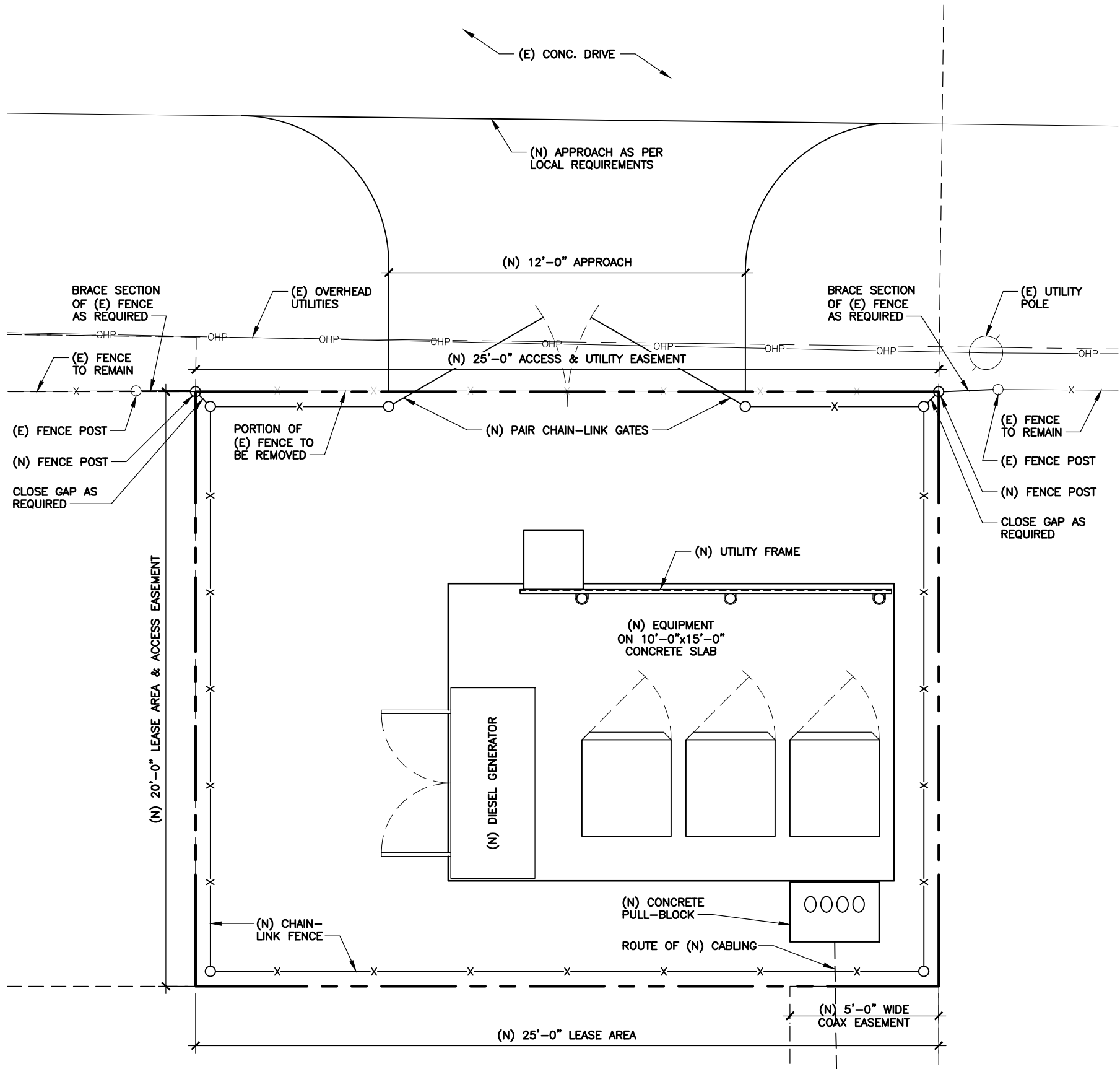
SHEET HISTORY

03.08.17 ISSUE

A1

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED.

H:\VERIZON\NORTH TEXAS_WATER TANKS\Sachse East WT-267750\20130901099-NB\CAND 2-121216\Sachse East WT-01-NEPA BASE.dwg, 3/8/2017 10:44:59 AM, MLopez



(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

1 DETAIL SITE PLAN

SCALE: 1/4" = 1'-0"



verizon

SACHSE EAST WT ***

6420 SACHSE RD
SACHSE, DALLAS COUNTY, TEXAS 75048
(267750)

APPROVAL SIGNATURES
LANDLORD

LEASING

CONSTRUCTION

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SET



ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE

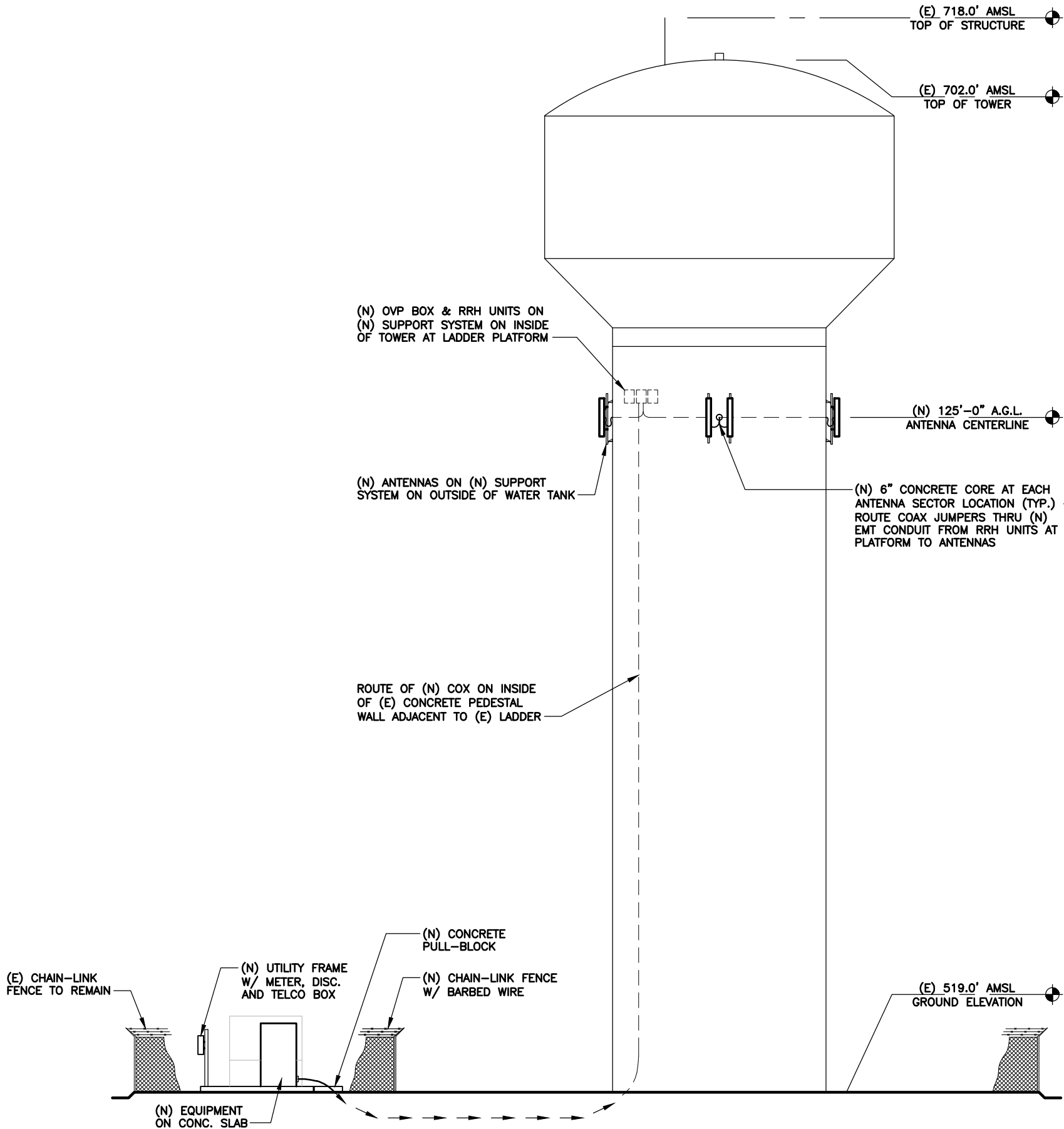
DETAIL SITE PLAN

SHEET HISTORY

03.08.17 ISSUE

A1-1

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED.



(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

2 SITE ELEVATION

SCALE: N.T.S.



SACHSE EAST WT ***

6420 SACHSE RD
SACHSE, DALLAS COUNTY, TEXAS 75048
(267750)

APPROVAL SIGNATURES
LANDLORD

LEASING

CONSTRUCTION

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SET



ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE

SITE ELEVATION

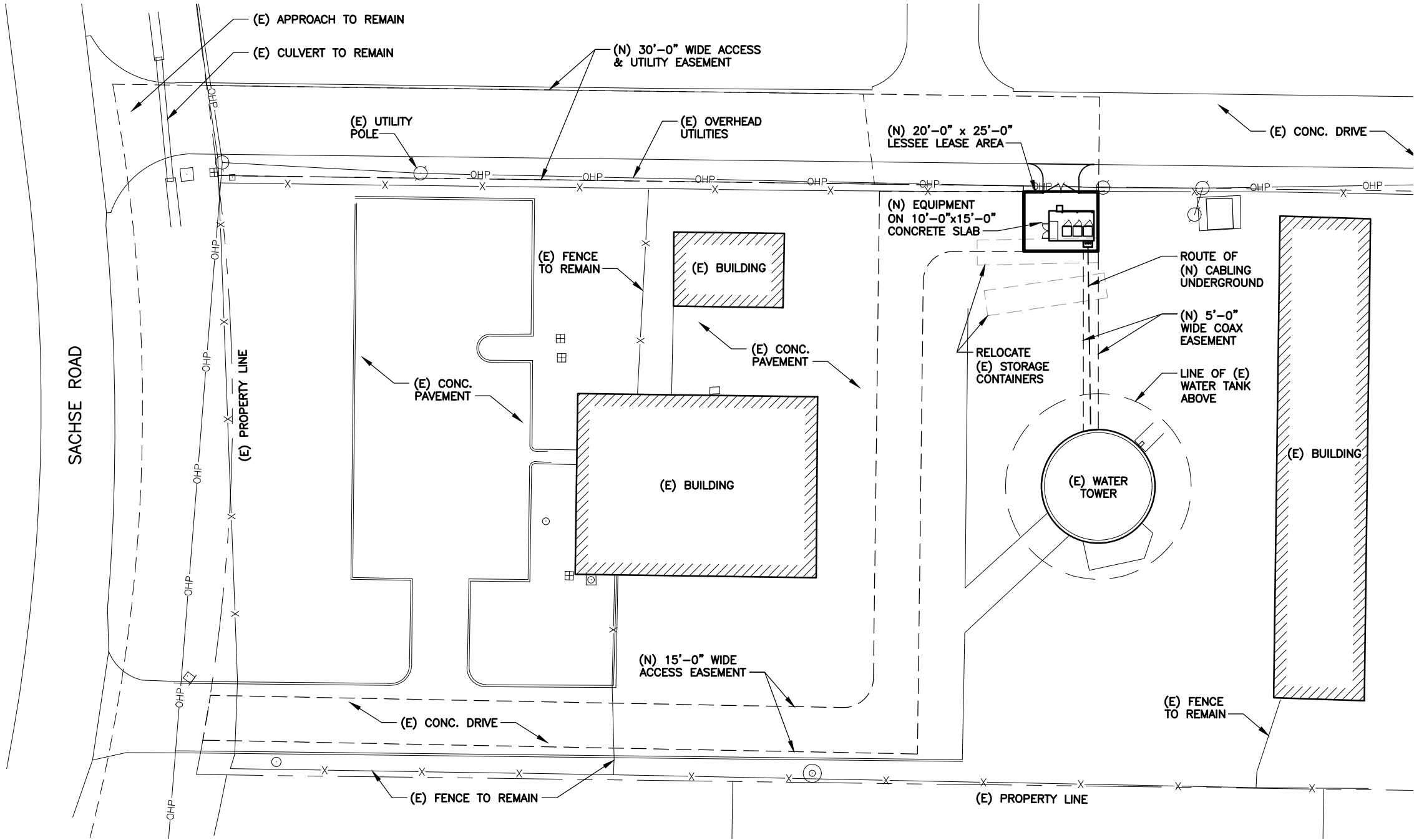
SHEET HISTORY

03.08.17 ISSUE

A2

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H:\VERIZON\NORTH TEXAS_WATER TANKS\Sachse East WT-267750\Sachse East WT-01-NEPA BASE.dwg, 3/8/2017 10:46:10 AM, MLopez



1 SITE PLAN
SCALE: 1" = 50'-0"
NORTH

(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

verizon

SACHSE EAST WT

6420 SACHSE RD
SACHSE, DALLAS COUNTY, TEXAS 75048
(267750)

APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION

THIS IS AN INCOMPLETE
SET NOT FOR
CONSTRUCTION OR
PERMITTING.
APPROPRIATE
PROFESSIONAL SEAL
WILL BE APPLIED TO
FINAL CONSTRUCTION
SET


ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE

SITE PLAN

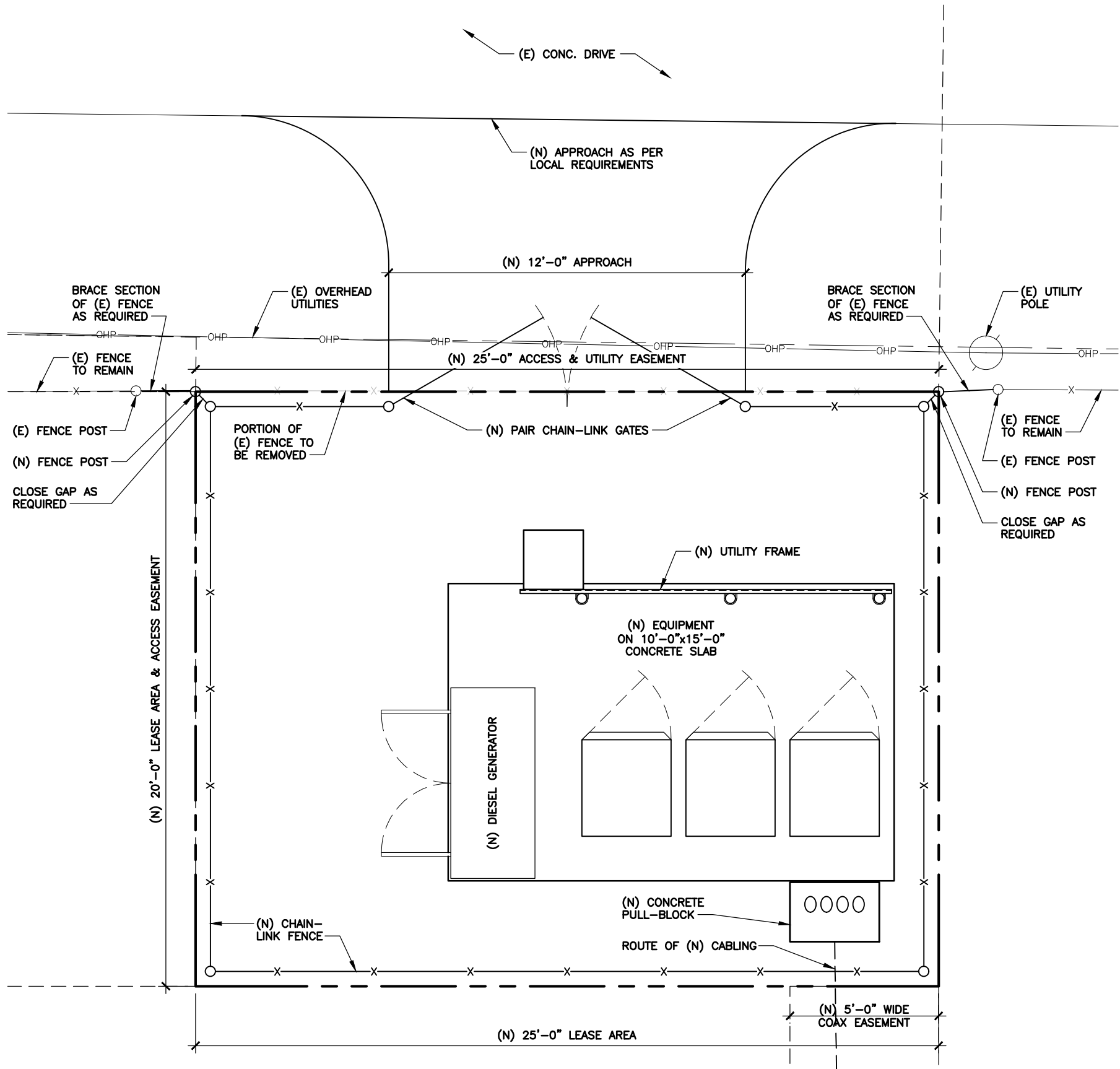
SHEET HISTORY

03.08.17 ISSUE

A1

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H:\VERIZON\NORTH TEXAS_WATER TANKS\Sachse East WT-267750\20130901099-NB\CAND 2-121216\Sachse East WT-01-NEPA BASE.dwg, 3/8/2017 10:44:59 AM, MLopez



(N) = NEW LESSEE
(E) = EXISTING
(F) = FUTURE

1 DETAIL SITE PLAN

SCALE: 1/4" = 1'-0"



verizon

SACHSE EAST WT ***

6420 SACHSE RD
SACHSE, DALLAS COUNTY, TEXAS 75048
(267750)

APPROVAL SIGNATURES
LANDLORD

LEASING

CONSTRUCTION

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San Antonio, Texas 78213
(210) 308-9905
TBPE NO. F-15659

SHEET TITLE

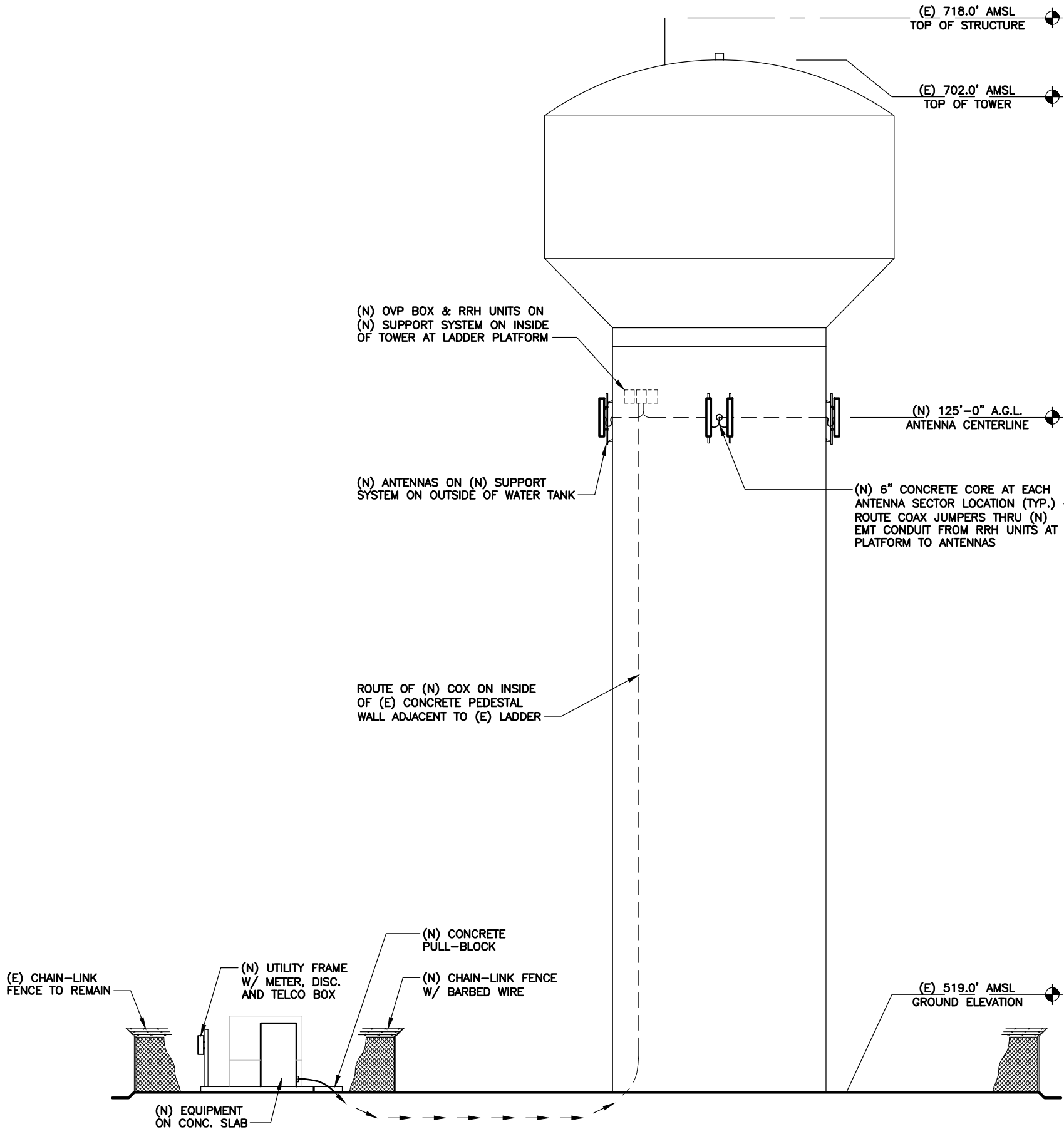
DETAIL SITE PLAN

SHEET HISTORY

03.08.17 ISSUE

A1-1

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(N) = NEW LESSEE
(E) = EXISTING
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2 SITE ELEVATION

SCALE: N.T.S.



SACHSE EAST WT ***

6420 SACHSE RD
SACHSE, DALLAS COUNTY, TEXAS 75048
(267750)

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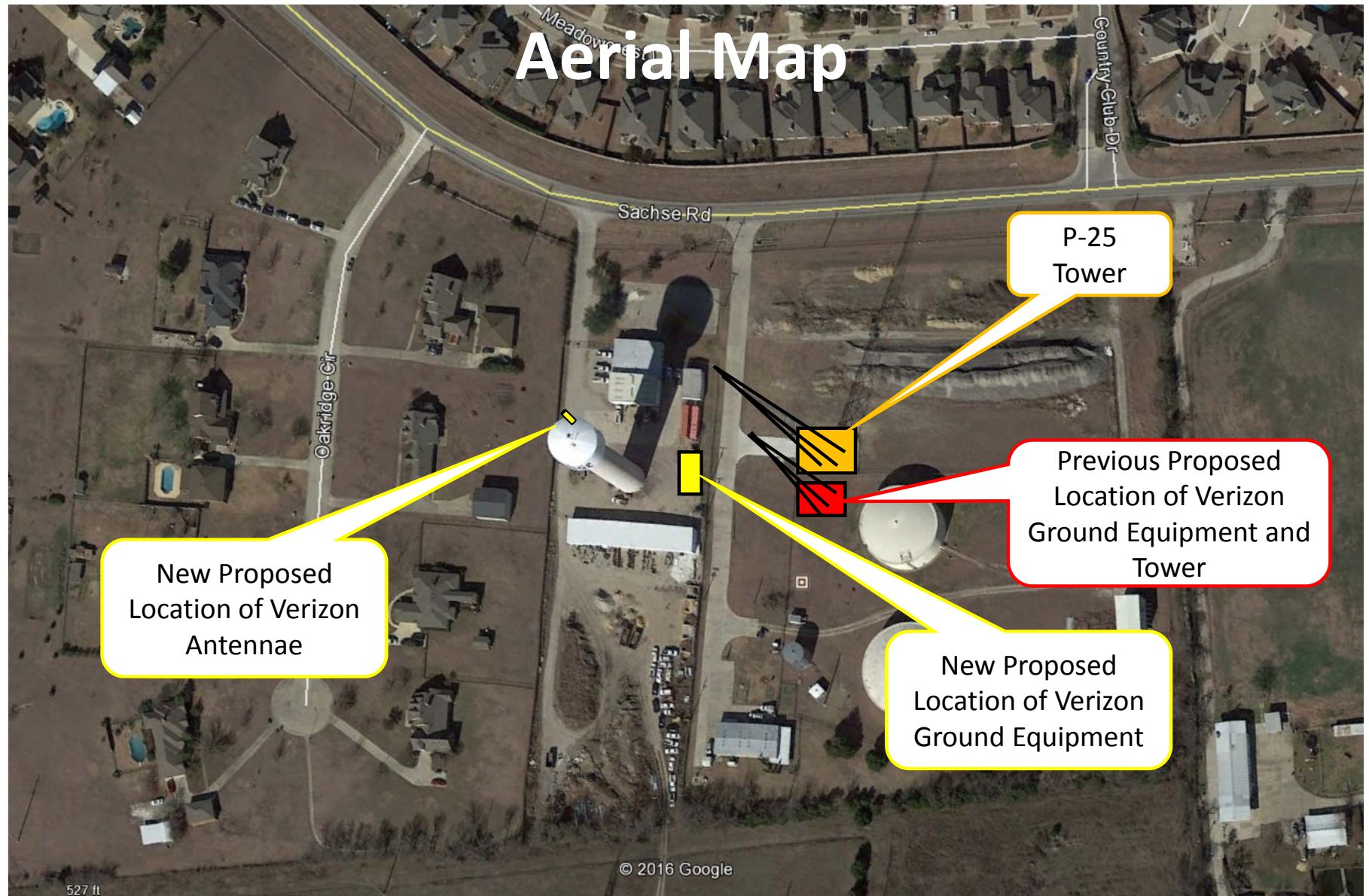
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Aerial Map





City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3775	Version:	1	Name:	PGBT Infrastructure Discussion
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/13/2017	In control:		In control:	City Council
On agenda:	4/17/2017	Final action:		Final action:	
Title:	Discuss infrastructure related to development in the President George Bush Turnpike (PGBT) District.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation				

Date	Ver.	Action By	Action	Result
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Title

Discuss infrastructure related to development in the President George Bush Turnpike (PGBT) District.

Background

The City of Sachse approved a new Comprehensive Plan in March. Included with the plan were multiple development scenarios for the PGBT District. This item is to discuss infrastructure needs in the PGBT District related to the proposed development.

The staff presentation includes information on the specific water, sewer, and street projects that have been identified, project funding, and next steps to take in meeting infrastructure needs in the PGBT District.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Discuss and provide feedback to staff.



PGBT Infrastructure Discussion

City Council
April 17, 2017

Overview

- 10-year CIP and Impact Fee Study
- Street System
 - Existing Infrastructure
 - Needed Infrastructure
- Utility Fund Status & Utility Project Costs
- Water System
 - Existing Infrastructure
 - Needed Infrastructure
- Sewer System
 - Existing Infrastructure
 - Needed Infrastructure
- Discussion & Next Steps



10-yr Capital Improvement Plan and Impact Fee Study

- The study is required for the City to apply impact fees to new development projects in the City.
- Staff is currently working with a consultant to update the 10-yr CIP and Impact Fee Study in accordance with State Law.
- The study was fully re-done in 2012. The 2017 update is a minor update, to keep the study relevant and accurate.
- The update to the study will include updated costs for all capital road, water, and sanitary sewer projects.

Street System – Existing Infrastructure

1. PGBT Frontage Roads
2. Miles Road
3. Merritt Road from Pleasant Valley Road to the South
4. North ½ of Hudson Drive
5. Bunker Hill Road



Street System – Needed Infrastructure

- Development-Driven Street Improvements
 1. Hudson Drive – South ½
 2. Merritt Road from Hudson to Pleasant Valley
 3. Bunker Hill Extension
 4. Pleasant Valley South
- City-Driven Street Improvements
 - Merritt Road Re-alignment (not shown)



Utility Fund Status

- In 2014, the City Council passed an ordinance to approve a water and sanitary sewer rate structure that included the funding of 50% of the water and sanitary sewer capital improvement projects.
- This rate structure intended to establish funding for up to \$14M in capital water and sewer projects through debt service on the Utility Fund, including:

• Partial funding of Water CIP Projects.....	\$4M
• Property for 1.25 MG Elevated Water Storage Tank.....	\$600K
• 1.25 MG Elevated Water Storage Tank.....	\$3.4M
• Partial funding of Sewer CIP Projects.....	\$10M
• Southeast Lift Station.....	\$2.3M
• 24" Gravity Sewer from Sachse Road LS to Southeast LS.....	\$3.5M
• PGBT Sewer System.....	\$2.7M
• CIP Sewer Mains.....	\$1.5M

TOTAL: \$14M

Utility Fund Status

- The Finance Department has reviewed the current status of the Utility Fund, including water use and the rate structure.
- The current rate structure assumed issuing \$7.5M in debt in FY 2016, and \$4.5M in debt in FY 2017.
- In accordance with the rate structure approved by the City Council in 2014, there is capacity to issue \$12M in debt service now, and an additional \$2.5M in FY 2019.
- Currently there is a fund balance of \$1.475M above the minimum amount needed for the planned debt service.
- Debt issued through the Utility Fund is paid back through the water and sewer rates, and is not paid through property taxes, sales taxes, or the General Fund.

Project Funding

- Since 2014, our region has continued to see dramatic growth, and a very active construction environment.
- Construction costs have been rising, by as much as 15% per year.
- Based on current construction prices, the anticipated Utility Fund project costs are:

• Partial funding of Water CIP Projects.....	\$4M	
• Property for 1.25 MG Elevated Water Storage Tank.....	\$600K	Impact Fees
• 1.25 MG Elevated Water Storage Tank.....	\$3.4M	\$4M
• Partial funding of Sewer CIP Projects.....	\$10M	
• Southeast Lift Station.....	\$2.3M	\$3M
• 24" Gravity Sewer from Sachse Road LS to Southeast LS.....	\$3.6M	\$5M
• PGBT Sewer System.....	\$1.7M	\$3M
• CIP Sewer Mains.....	\$1.5M	\$2M
		\$11M

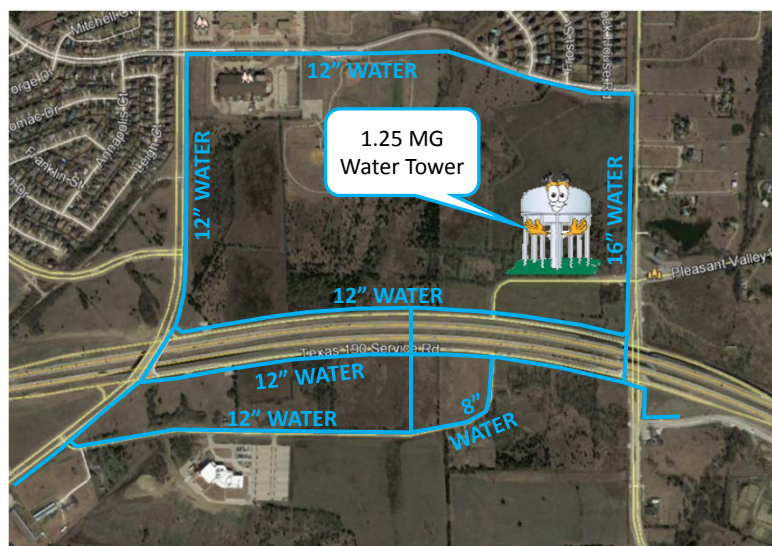
Water System – Existing Infrastructure

- Looped System
 - 12" and 16" primary loop
 - 8" secondary loops
 - Fire Hydrants
- No major water main extensions are required for development
- When the area develops, the City will work with Developers to identify the necessary site-specific water mains needed



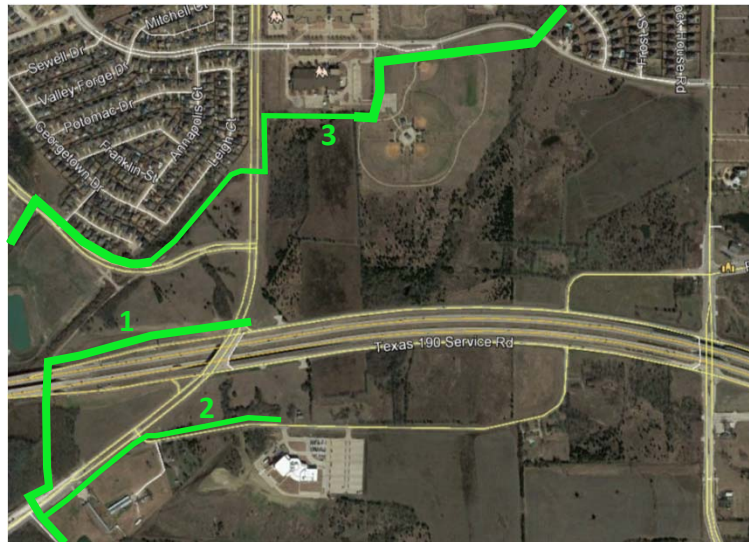
Water System – Needed Infrastructure

- A new water tower is needed in the PGBT corridor, for:
 - TCEQ Elevated Storage requirements
 - Adequate water pressure for significant development
- Project Cost: \$4M
- Funding Source:
 - Utility Fund & Impact Fees
- Project Status
 - Design complete
 - Staff seeking appraisal for land



Sewer System – Existing Infrastructure

1. 3rd Sewer Connection to Garland (24" & 30" trunk main)
2. 8" Main on Pleasant Valley
3. Bunker Hill Sewer (15" & 30" trunk main)



Sewer System – Needed Infrastructure

1. Bunker Hill Sewer Expansion
 - Project Budget: \$775,000.00
 - Funding: Impact Fees
 - Construction anticipated for Fall 2017
2. **PGBT Gravity Main**
 - Anticipated Cost: \$1.2M
 - Funding: Utility Fund
3. **PGBT Force Main**
 - Anticipated Cost: \$1.5M
 - Funding: Utility Fund
4. **Southeast Lift Station**
 - Anticipated Cost: \$2.3M
 - Funding: Utility Fund
5. **Muddy Creek Trunk Sewer**
 - Anticipated Cost: \$3.5M
 - Funding: Utility Fund



Sewer System – Option 1

- Option: Fund and construct 100% of the Capital Improvement Sewer Projects.
- Cost: \$11M
- Benefit: Meets ultimate demands for build out of the City.
- Drawback: High cost.



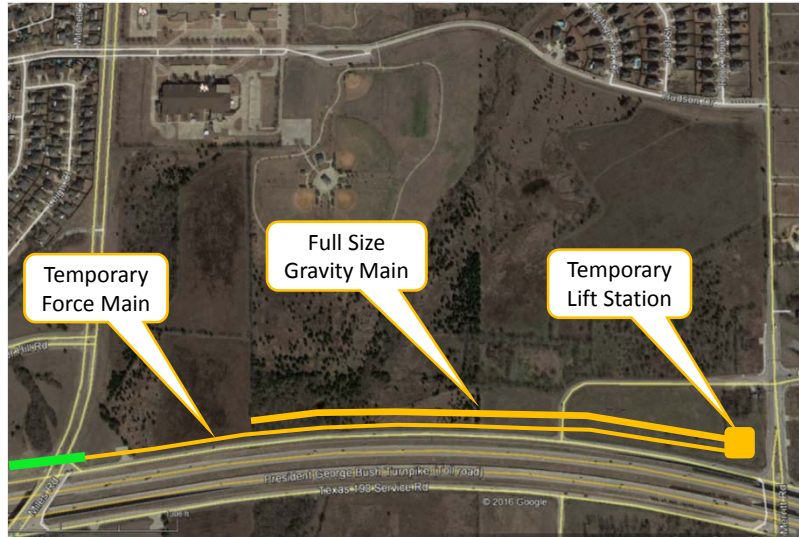
Sewer System – Option 2

- Fund and construct only the portions of the Sewer Capital Improvements needed to provide sewer to the PGBT.
- Cost: \$6M
- Benefit: Provides ability to fully sewer the PGBT corridor.
- Drawback: Does not provide the needed relief of the Merritt Road lift station, which currently takes 70% of the City's sewer flow.



Sewer System – Option 3

- Fund and construct only a portion of the PGBT sewer, with a temporary lift station and force main to facilitate development.
- Cost: \$1.5M
- Benefit: Quickly provide sewer to the western half of the PGBT area if a specific development comes in.
- Drawback: Only a short-term solution. Will need to be removed in the future.



Discussion & Next Steps

- Staff is seeking feedback on moving forward with the design and construction of infrastructure needs related to development in the turnpike district.
- Streets – the majority of needed street improvements within the turnpike district will be located and built based upon development in the district. The Merritt Road re-alignment was identified in the Comprehensive Plan as a need for development in the PGBT district. This project will be City-led, as it is not located within the turnpike district.
- Water – Design is complete on the water tower. Now that the Comprehensive Plan is complete, staff anticipates acquiring the property in 2017, with bid/construction commencing as soon as the property acquisition is complete.
- Sewer - Staff is seeking specific direction on scope for the design and construction of capital sanitary sewer projects related to development in the PGBT corridor.
- Based upon feedback received, staff will move forward with all capital projects.



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3776 **Version:** 1 **Name:** Landscaping - 5th Street and Sachse Road
Type: Agenda Item **Status:** Agenda Ready
File created: 4/13/2017 **In control:** City Council
On agenda: 4/17/2017 **Final action:**
Title: Discuss landscaping for the upcoming construction of 5th Street and Sachse Road.
Sponsors:
Indexes:
Code sections:
Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss landscaping for the upcoming construction of 5th Street and Sachse Road.

Background

The City of Sachse is working with Dallas County on the widening of 5th Street from State Highway 78 to Sachse Road, and Sachse Road from 5th Street to Miles Road.

The Engineering Department and Parks and Recreation Department have reviewed the project scope and historical maintenance of our landscaped roadway corridors. The staff presentation includes information on our current landscaped corridors, and recommendations for the scope of landscaping on 5th Street and Sachse Road.

Policy Considerations

The project is included in the City of Sachse Capital Improvement Plan.

Budgetary Considerations

None at this time. The cost of landscaping improvements will be included in the construction cost of 5th Street and Sachse Road. Dallas County funds 50% of the cost of paving and drainage improvements. However, the City of Sachse will be responsible for 100% of the landscaping costs associated with the project.

Staff Recommendations

Discuss and provide feedback to staff on the recommended landscaping scope.



Overview

- Project Status
- Project Partnership
- Recently Landscaped Corridors
- Staff Recommendations
- Discussion and Next Steps

Project Status

- The consultant is currently addressing comments from City staff and Dallas County from the 95% plan review.
- The Dallas County Real Estate Team is working with adjacent land owners to finalize the purchase of right-of-way needed for the project.
- City staff continues to work with affected property owners to ensure that their needs are met through the project.
- Franchise utility companies have begun their design for the relocation of utilities.
- The project is on pace to be advertised for bid later this year.

Project Partnership

- Dallas County
 - Project Lead
 - 50% funding for paving and drainage
- City of Sachse
 - 50% funding for paving and drainage
 - 100% funding for landscaping
 - 100% funding for utility upgrades



Recently Landscaped Corridors

- Merritt Road
 - Xeriscape Landscaping
 - Very low water use
 - Very high maintenance
 - Weeds
 - Replacing of decomposed granite



Recently Landscaped Corridors

- Bunker Hill Road
 - Grass & trees
 - Significant water use
 - Low maintenance
 - Regular mowing



Staff Recommendations

- Staff recommends the following landscaping guidelines for the 5th Street and Sachse Road corridor:
 - Work with consultant to identify a cost-effective, but unique landscaping feature for the roundabout
 - Limit grass areas to small patches – utilize drought tolerant groundcover where possible to lessen water needs
 - Utilize mulch beds instead of decomposed granite, to minimize weeds and maintenance
 - Include trees along the trail (for shade) and in the medians in sensible locations
 - Select trees that do not have root structures which will cause damage to pavement
 - Include flowering trees, bushes, and plants to bring color to the corridor
 - Maximize efficiency of irrigation with Drip irrigation and bubblers



Discussion & Next Steps

- Staff is seeking feedback on landscaping elements.
- Once feedback is received, staff will negotiate a scope for a landscape architect and irrigator to design the landscaping for the project.
- The landscaping plans will be incorporated into the project scope.
- The City will be responsible for 100% of the landscaping costs.