



**Monday, April 6, 2020
City Council Combined Meeting**

Workshop 6:30 p.m. / Regular 7:30 p.m.

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

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

Citizens may join the Zoom Meeting by logging on at: <https://zoom.us/j/251123088>

Or iPhone one-tap :

US: +13462487799,,251123088# or +16699009128,,251123088#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656

Webinar ID: 251 123 088

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

Comments must be received before 4:00 p.m. on Monday, April 6, 2020.

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

As authorized by Section 551.071(2) of the Texas Government Code, these meetings may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

A. 6:30 PM WORKSHOP MEETING

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

2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.071(2) to consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code; wholesale water rates imposed by North Texas Municipal Water District (NTMWD) paid by Sachse as a customer city.

3. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Deliberate the offer of a financial or other incentive relating to the development of Project Trinity.

4. Discussion of City Council meeting agenda items.

5. Adjournment.

B. 7:30 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, April 6, 2020 at 7:30 p.m. to consider the following items of business:
2. Invocation and Pledges of Allegiance.
3. Take any action as a result of Executive Session.

C. Special Announcements

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

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

1. Approve the minutes of the March 2, 2020, combined meeting.
2. Approve the minutes of the March 19, 2020, special meeting.
3. Approve an ordinance postponing the May 2, 2020 General Election for the purpose of electing two City Councilmembers for Councilmember Place 3 and Councilmember Place 4 to the November 3, 2020 uniform election date.
4. Accept the monthly revenue and expenditure report for the period ending February 29, 2020.
5. An ordinance of the City Council of the City of Sachse, Texas, continuing the Declaration of Local Disaster; providing for implementation of the City's Emergency Management Plan; adopting the Governor's executive orders by reference as may be amended from time to time; adopting Dallas County's emergency orders by reference as may be amended from time to time; granting the Mayor the power and authority to review, adopt, ratify, and execute any subsequent emergency orders on behalf of the City Council.
6. Approve the Consent Agenda Items as presented.

E. Regular Agenda Items

1. Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the Families First Coronavirus Response Act.
2. Consider authorizing the City Manager to negotiate and execute an agreement with PMB Station Developer, LLC to provide for reimbursement of costs relating to the design, construction, and administration of certain authorized public improvements within Sachse Public Improvement District #1 from assessment revenues and/or bond proceeds received by said district.
3. Discuss and consider the authorization of the City Manager to release one hundred ninety-two thousand dollars and zero cents (\$192,000.00) from retainage to Ratcliff Constructors, L.P. and release the remaining one hundred thousand dollars and zero cents (\$100,000.00) upon completion of the project.
4. Discuss and consider allocating an additional one hundred eighty-two thousand dollars and zero cents (\$182,000.00) from the Utility Fund and one hundred thousand dollars and zero cents (\$100,000.00) from the sale of old City Hall for the completion of the Michael J. Felix Community Center project.
5. Consider a resolution authorizing the City Manager to execute a Project Specific Agreement (PSA) with Dallas County for "Type B" Road and Bridge Maintenance Street Striping.

F. Regular Meeting Closing

1. Adjournment.

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



Michelle Lewis Sirianni, City Secretary

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

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.071(2) to consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code; wholesale water rates imposed by North Texas Municipal Water District (NTMWD) paid by Sachse as a customer city.
Access	Public
Type	Closed Session

Public Content

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	3. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Deliberate the offer of a financial or other incentive relating to the development of Project Trinity.
Access	Public
Type	Closed Session

Public Content

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	1. Approve the minutes of the March 2, 2020, combined meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve minutes as presented.
Minutes	View Minutes for Mar 2, 2020 - Regular Combined City Council Meeting

Public Content**BACKGROUND**

Minutes of the March 2, 2020, combined meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the March 2, 2020, combined meeting.

[03.02.20 Combined Meeting Minutes.pdf \(47 KB\)](#)

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

CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
MARCH 2, 2020

The City Council of the City of Sachse held a regular meeting on Monday, March 2, 2020, at 6:30 p.m. at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Michelle Howarth, Councilmembers Brett Franks, Paul Watkins, Chance Lindsey, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Strategic Services Manager, Lauren Rose; Finance Director, Teresa Savage; Finance Manager, Berna Fitzpatrick-Walker; IT Manager, Danny Wheeler; Parks and Recreation Director, Lance Whitworth; Public Works and CIP Director, Corey Nesbit; Development Services Director, Matt Robinson; Human Resources Director, Melinda Walter; Fire Chief, Marty Wade; and Police Chief, Bryan Sylvester.

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

EXECUTIVE SESSION:

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

The City Council will convene into Executive Session pursuant to the Texas Government Code, Section §551.087(1) Economic Development Negotiations: to deliberate regarding a business prospect that the City desires to have locate in the City: Project Dig.

At 6:30 p.m., the City Council recessed into Executive Session.

At 7:25 p.m., the City Council reconvened back into the workshop session.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 7:26 p.m.

Mayor Felix opened the regular meeting at 7:35 p.m.

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

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

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman King recognized the Eagle Scout responsible for building the outdoor cat shelter at the Animal Shelter and reminded everyone to consider adopting a pet. He also stated that the Garland Independent School District (GISD) is seeking mentors to be a part of its mentoring program.

Councilman Franks highlighted the success of the Daddy/Daughter Dance that was recently held for the first time at the Michael J. Felix Community Center.

Mayor Pro Tem Howarth announced upcoming Library events.

Councilman Bickerstaff noted that he is a part of the GISD mentoring program and stressed the value and importance in being part of the program. He encouraged citizens to participate if they can.

Mayor Felix thanked the Parks and Recreation Department for their hard work and success of the Daddy/Daughter Dance.

CITIZENS INPUT:

No comments were made.

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

- 1. Approve the minutes of the February 17, 2020, combined meeting.**
- 2. Accept the Quarterly Budget and Investment Reports for the quarter ended December 31, 2019.**
- 3. Accept the monthly revenue and expenditure report for the period ending January 31, 2020.**

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

REGULAR AGENDA ITEMS:

Consider and act on parkland conveyance and development agreements between PMB Acquisitions, LLC and the City of Sachse and, Meritage Homes of Texas, LLC and the City of Sachse.

Mr. Robinson stated as a part of the Ranch Road Rezoning (PD-37) that was approved in May 2019, the development was required to dedicate a minimum of four acres of land for a public park, construct 50 parking spaces, and extend utility stub outs for future parkland. The proposed development agreements set forth the park improvements on the western and eastern sides of the development, and allows for the acceptance of parkland dedication outside the typical final plat acceptance process. Staff is recommending approval.

Councilman Bickerstaff made a motion to approve the development agreements between PMB Acquisitions, LLC and the City of Sachse and, Meritage Homes of Texas, LLC and the City of Sachse as presented. Councilman King seconded that motion and the motion was unanimously approved.

Review and discuss the potential Bond 2020 projects and public engagement plan.

Mrs. Nash, City Manager, introduced this item with a recap of the Capital Improvement Projects (CIP) presentation history.

Mr. Nesbit, Director of Public Works and CIP, outlined the CIP presentations regarding streets, utilities, drainage, facilities, and screening walls along with the estimated totals in each category.

Mrs. Nash reviewed characteristics of a bond committee and meeting schedule timeline. Mrs. Nash noted the committee would make its recommendation to Council in August and the City Council would call for the election if they decided to move forward.

Mrs. Rose, Strategic Services Manager, outlined the public engagement plan including the methods of communication they would be using to keep residents informed.

Mrs. Nash stated staff is seeking feedback on the public engagement plan and outlined next steps regarding the process of a potential bond election.

Mayor Felix opened comments to the public.

Glenn Shipley, 3922 6th Street, asked if they would be considering sidewalks or the infrastructure within Salmon Estates. He is in support of a bond election

Matthew Holboke, 5511 Oakridge Circle, asked to see the ranking of the projects.

Councilman Bickerstaff asked if the bond counsel would be presenting an overview to the committee. Mrs. Nash confirmed that Mr. Hughes would be providing an overview of debt and bond related items to the committee.

Councilman Franks commented that he would like to see the committee prioritize the list of projects.

Councilman King asked if the committee meetings would be open to the public. Mrs. Nash responded all meetings will be open to for the public to attend.

Councilman Watkins stated he would like to see a short-term plan for some of the projects on the list that have a more immediate need.

Mayor Felix indicated that he would like to receive direction from the committee on projects to be included.

No further comments were made.

EXECUTIVE SESSION:

No action taken.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:20 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	2. Approve the minutes of the March 19, 2020, special meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for Mar 19, 2020 - Special City Council Meeting

Public Content**BACKGROUND**

Minutes of the March 19, 2020, special meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the March 19, 2020, special meeting.

03.19.20 Special Meeting Minutes.pdf (44 KB)

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

CITY COUNCIL OF THE CITY OF SACHSE
SPECIAL MEETING MINUTES
MARCH 19, 2020

The City Council of the City of Sachse held a special meeting on Thursday, March 19, 2020, at 6:30 p.m. at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Michelle Howarth, Councilmembers Brett Franks, Paul Watkins, Chance Lindsey, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; IT Manager, Danny Wheeler; Fire Chief, Marty Wade; and Police Chief, Bryan Sylvester. Councilmember King participated via Zoom meeting.

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

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAGS:
Councilman King offered the invocation and Councilman Lindsey led the pledges.

AGENDA ITEMS:

Consider continuing the Declaration of Local Disaster for Public Health Emergency declared by the Mayor on March 12, 2020 and associated control order regarding community gatherings for a period exceeding 7 days.

Mrs. Nash stated that in order to extend the declaration beyond the initial seven days, the City Council must approve the extension, which will now be through Friday, April 3, 2020. Any further extensions would have to be approved by the City Council likely within a special meeting due to the evolving and rapid changes that continue to occur.

Mayor Pro Tem Howarth made a motion to approve a resolution of the City Council of the City of Sachse, Texas, continuing the declaration of local disaster; providing for implementation of the City's Emergency Management Plan; providing prompt and general publicity; declaring a local disaster for public health emergency and adopting the City of Sachse's Emergency Order dated March 13, 2020 and Dallas County's Emergency Order dated March 18, 2020 both attached hereto as Exhibit "A"; granting the mayor the power and authority to review, adopt, ratify, and execute any subsequent Dallas County emergency orders on behalf of the City Council.

Discuss and receive direction if necessary regarding actions taken because of the imminent threat to public health and safety arising from the COVID-19 pandemic and further measures necessary including but not limited to closing of facilities, postponement of events, implementation of emergency pandemic leave policy and other directives as may be necessary to protect the public health and welfare of the City and its residents

Mrs. Nash stated the following report will be made available on the City's website and noted that there is an alert button on the City's website that will have updated information and press releases regarding COVID-19.

Mrs. Nash stated City Hall is closed to the public effective at 5 p.m. on Thursday, March 19. Residents may meet with staff by appointment only. To request an appointment, contact the specific department.

In regards to City operations, Utility Billing is open and accepting payments. The City is encouraging residents to utilize payment methods that do not involve in-person contact. Most payment requests can be handled via phone, email, or drop-box. If residents must make a cash payment, please contact Utility Billing to schedule an appointment. Trash operations with CWD remain normal. Municipal Court has reset all court hearings through the remainder of March. The Senior Center, Community Center, and Library will remain closed until further notice. The Library continues to offer a number of online resources where card holders can access e-books, audiobooks, and other digital content, including videos and movies through Hoopla streaming services. The City's parks and trails are open, but it is recommended to keep at least six feet between you and others.

In regards to Public Safety, their lobby will be closed to the public. The police department requires residents to report certain offenses/incidents via telephone to minimize potential exposure to officers. A dispatcher will screen calls to determine if officer response is needed or if the call can be expedited by an officer calling the resident to complete the report via telephone. Fire services will continue as normal, but all station tours are currently unavailable. The Animal Shelter will have an Animal Services officer on duty during normal business hours. Telephones will be answered during normal business hours. Owners wishing to reclaim pets, individuals dropping off a stray animal, or people interested in adopting a pet must make an appointment.

The Emergency Operations Center (EOC) has been partially activated. This is in response to the need to assist the memory care/assisted living communities.

Mrs. Nash stated another item to note is the election changes. The Governor has requested entities to postpone the May General Election until November. Entities must take official action at a later meeting. Staff is recommending this change. Mrs. Lewis Sirianni added that if the City Council approves this change, the May election will then follow the November election calendar schedule. No further candidates would be able to apply. Mayor Felix asked how this affected the terms of those affected. Mrs. Lewis Sirianni indicated that this has not been addressed at this time, but would believe their term would expire in May of the appropriate year. She indicated that she would contact the Secretary of State for further guidance and will notify the Council of their response.

Mrs. Nash stated the City has also placed an alert button at the top of the City's website regarding COVID-19 where residents can stay updated with City and County press releases and information.

The City Council discussed briefly moving forward with conducting meetings telephonically, if needed.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 7:00 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	3. Approve an ordinance postponing the May 2, 2020 General Election for the purpose of electing two City Councilmembers for Councilmember Place 3 and Councilmember Place 4 to the November 3, 2020 uniform election date.
Access	Public
Type	Action (Consent)
Budgeted	Yes
Budget Source	Elections
Recommended Action	Approve as presented.

Public Content**BACKGROUND**

On March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) posed an imminent threat of disaster and declared a state of disaster for all counties in Texas. On March 18, 2020, the Governor issued a proclamation authorizing all political subdivisions holding a general or special election(s) on May 2, 2020 to postpone their elections to the November 3, 2020 uniform election date. Each governing body wishing to change the date must take action for it to be effective. In addition, each entity will need to meet by August 17, 2020 to make any necessary revisions to the original order of election.

OVERVIEW

This item will allow the City Council to postpone the May 2, 2020 General Election for the purpose of electing councilmember(s) Place 3 and Place 4 to November 3, 2020. The ordinance follows the guidelines set forth by the Governor and will preserve all candidate filings, and acknowledges that the City Council will adopt the November election calendar dates and deadlines set forth by the Texas Election Code by August 17, 2020.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve ordinance as presented.

Ordinance Postponing May 2, 2020 General Election to November 3, 2020.pdf (17 KB)

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, POSTPONING THE GENERAL ELECTION TO BE HELD ON THE 2ND DAY OF MAY 2020, FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCILMEMBERS FOR COUNCILMEMBER PLACE 3 AND COUNCILMEMBER PLACE 4 TO THE NOVEMBER 3, 2020 UNIFORM ELECTION DATE; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Sachse, Texas, and pursuant to Ordinance No. 3969, a General Election was ordered to be held on May 2, 2020, for the purpose of electing two (2) Councilmembers for Councilmember Place 3 and Councilmember Place 4; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, on March 18, 2020, the Governor of the State of Texas signed a proclamation suspending certain provisions of the Texas Election Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their elections to the November 3, 2020 uniform election date; and

WHEREAS, pursuant to the Governor's proclamation authorizing the City of Sachse to postpone the May 2, 2020 election date, the City Council does by this Ordinance exercise its authority to postpone the General Election ordered for May 2, 2020 to the November 3, 2020 uniform election date;

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

SECTION 1. The General Election previously ordered for May 2, 2020, for the City of Sachse, Texas, is hereby postponed to November 3, 2020.

SECTION 2. The candidate filings for the General Election for May 2, 2020, for the purpose of electing two (2) Councilmembers for Councilmember Place 3 and Councilmember Place 4 will not be re-opened for the election to be held on November 3, 2020.

SECTION 3. That all annual applications ballot by mail (ABBM) for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the November 3, 2020, election; and that ABBMs for voters who submitted ABBMs based on expected absence from the county shall not be valid for the postponed November 3, 2020 election.

SECTION 4. That the voter registration deadline for the November 3, 2020 election is October 5, 2020, the deadline to submit an ABBM is October 23, 2020, and the dates for early voting are October 19, 2020, through October 30, 2020.

SECTION 5. That the City Manager is authorized to negotiate and execute an election contract with Dallas County for the purposes of conducting the postponed election on November 3, 2020.

SECTION 6. All provisions of the Code of Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 8. This ordinance shall take effect immediately from and after its passage and publication of the caption, as the law and Charter in such case provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 6th day of April, 2020.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(03-25-2020:TM114698)

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	4. Accept the monthly revenue and expenditure report for the period ending February 29, 2020.
Access	Public
Type	Action (Consent)
Preferred Date	Apr 06, 2020
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending February 29, 2020.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, Sachse Economic Development Corporation, and Sachse Municipal Development District, as well as an analysis of sales tax revenues received year-to-date.

POLICY CONSIDERATIONS

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

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending February 29, 2020.

[All Funds 2-29-20.pdf \(110 KB\)](#)[Sales Tax Analysis April 2020.pdf \(79 KB\)](#)

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

City of Sachse
Monthly Revenue and Expenditure Report
February 29, 2020
(Unaudited)

GENERAL FUND

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 12,586,210	\$ 637,380	\$ 12,755,276	101.34%	A
Sales Tax	1,633,000	225,399	863,421	52.87%	
Franchise Fees	1,809,027	189,085	854,852	47.25%	
Licenses and Permits	579,500	51,374	230,764	39.82%	
Service Fees	833,000	113,779	674,596	80.98%	
Fines	250,000	20,897	93,360	37.34%	
Interest Income	100,000	24,903	97,712	97.71%	
Miscellaneous Income	432,853	29,971	130,204	30.08%	
Intergovernmental Revenue	1,363,897	113,658	568,291	41.67%	
Total Revenue	\$ 19,587,487	\$ 1,406,447	\$ 16,268,476	83.06%	
Expenditure Summary					
City Manager	\$ 752,099	\$ 49,231	\$ 260,508	34.64%	
City Secretary	192,702	30,228	122,562	63.60%	D
Human Resources	393,974	27,496	146,664	37.23%	
Finance	684,177	37,284	247,358	36.15%	
Municipal Court	242,307	16,313	86,605	35.74%	
Parks	990,022	59,389	349,015	35.25%	C
Senior Programs	175,778	10,175	52,190	29.69%	
Library Services	520,532	38,843	196,917	37.83%	
Community Development	721,743	58,247	256,464	35.53%	
Streets & Drainage	2,279,892	93,011	501,911	22.01%	
Facility Maintenance	568,276	50,908	193,562	34.06%	
Police	5,436,091	369,512	2,151,841	39.58%	
Animal Control	236,067	17,384	90,970	38.54%	
Fire/EMS	4,541,005	346,742	1,799,127	39.62%	
Combined Services	407,310	14,666	289,317	71.03%	B
Recreation	332,695	27,620	127,110	38.21%	
City Engineer	347,000	16,803	104,115	30.00%	C
Information Technology	741,473	35,909	201,944	27.24%	
Total Expenditures	\$ 19,563,143	\$ 1,299,761	\$ 7,178,180	36.69%	
Total Revenue Over/Under Expenses	\$ 24,344	\$ 106,686	\$ 9,090,296		

Explanation of Major Variances:

- A** Property Tax receipts peak in December and January
- B** Total annual property and liability premium paid in October
- C** Recreation is a separate department for FY2020, but included in Parks for FY2019
- D** Special Election costs posted in December

City of Sachse
Monthly Revenue and Expenditure Report
February 29, 2020
(Unaudited)

UTILITY FUND

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Water Revenue	\$ 6,945,622	\$ 432,022	\$ 2,462,678	35.46%	
Sewer Revenue	4,790,920	404,852	2,008,612	41.93%	
Drainage Revenue	210,000	17,526	87,613	41.72%	
Fees	164,500	14,216	88,507	53.80%	
Interest Income	150,000	19,682	111,711	74.47%	
Transfer In-Impact Fee	1,047,000	-	-		
Miscellaneous Income	-	17,800	23,698		
Total Revenue	\$ 13,308,042	\$ 906,098	\$ 4,782,819	35.94%	
Expenditure Summary					
Utility Administration	\$ 430,387	\$ 52,390	\$ 180,625	41.97%	
Water Operations	6,227,956	684,577	2,705,359	43.44%	
Sewer Operations	4,405,115	876,342	1,679,691	38.13%	
Drainage Projects	100,000	-	62,500	62.50%	
Total Expenditures	\$ 11,163,457	\$ 1,613,310	\$ 4,628,175	41.46%	
Total Revenue Over/Under Expenses	\$ 2,144,585	\$ (707,211)	\$ 154,644		

Explanation of Major Variances:

City of Sachse
Monthly Revenue and Expenditure Report
February 29, 2020
(Unaudited)

Debt Service Fund

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Property Tax	\$ 4,713,027	\$ 235,222	\$ 4,709,666	99.93%	
Interest Income	8,000	1,634	13,137	164.21%	
Miscellaneous Receipts					
Total Revenue	\$ 4,721,027	\$ 236,856	\$ 4,722,803	100.04%	
Expenditure Summary					
Fees	\$ 42,320	\$ 806	\$ 35,747	84.47%	B
Principal	3,420,000	3,420,000	3,420,000	100.00%	A
Interest	1,353,750	687,787	687,787	50.81%	A
Transfer Out-Utility Fund					
Total Expenditures	\$ 4,816,070	\$ 4,108,594	\$ 4,143,534	86.04%	
Total Revenue Over/Under Expenses	\$ (95,043)	\$ (3,871,737)	\$ 579,269		

- A** Principal payments are due in February and interest payments in February and August
B Includes Financing Costs on 2019 Tax Notes all incurred in October

City of Sachse
Monthly Revenue and Expenditure Report
February 29, 2020
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 775,000	\$ 114,816	\$ 424,031	54.71%	
Other Income	\$ 12,500	\$ -	\$ 2,166	17.33%	
Interest Income	4,000	1,955	9,614	240.36%	A
Total Revenue	\$ 791,500	\$ 116,771	\$ 435,811	55.06%	
Expenditure Summary					
Expenditures	808,349	95,114	355,516	43.98%	
Total Expenditures	\$ 808,349	\$ 95,114	\$ 355,516	43.98%	
Total Revenue Over/Under Expenses	\$ (16,849)	\$ 21,657	\$ 80,294		

Explanation of Major Variances:

A Allocation of pooled money market better than projected

City of Sachse
Monthly Revenue and Expenditure Report
February 29, 2020
(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 355,000	\$ 55,595	\$ 199,714	56.26%	
Other Income	\$ -				
Interest Income	1,000		-		
Total Revenue	\$ 356,000	\$ 55,595	\$ 199,714	56.10%	
Expenditure Summary					
Expenditures	80,000	-	79,715	99.64%	
Total Expenditures	\$ 80,000	\$ -	\$ 79,715	99.64%	
Total Revenue Over/Under Expenses	\$ 276,000	\$ 55,595	\$ 120,000		

Explanation of Major Variances:

CITY OF SACHSE

2019/2020 SALES TAX ANALYSIS

FY 2019	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2020	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	208,112	118,915	118,915	9.75%	October	240,829	137,609	137,609	8.63%
November	295,677	168,950	287,865	19.52%	November	316,904	181,079	318,688	19.98%
December	216,610	123,771	411,635	27.91%	December	252,331	144,182	462,870	29.02%
January	230,470	131,690	543,326	36.84%	January	272,241	155,558	618,429	38.77%
February	337,215	192,685	736,011	49.90%	February	401,877	229,633	848,061	53.17%
March	209,463	119,687	855,698	58.01%	March	250,829	143,324	991,385	62.16%
April	200,166	114,375	970,073	65.77%	April				
May	290,146	165,789	1,135,862	77.01%	May				
June	186,681	106,670	1,242,532	84.24%	June				
July	233,228	133,266	1,375,798	93.27%	July				
August	309,283	176,724	1,552,523	105.26%	August				
September	239,512	136,857	1,689,380	114.53%	September				
TOTAL	2,956,564	1,689,380			TOTAL	1,735,011	991,385		
BUDGET		1,475,000			BUDGET		1,595,000		

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	5. An ordinance of the City Council of the City of Sachse, Texas, continuing the Declaration of Local Disaster; providing for implementation of the City's Emergency Management Plan; adopting the Governor's executive orders by reference as may be amended from time to time; adopting Dallas County's emergency orders by reference as may be amended from time to time; granting the Mayor the power and authority to review, adopt, ratify, and execute any subsequent emergency orders on behalf of the City Council.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content**BACKGROUND**

The State of Texas, Dallas and Collin Counties, and the Mayor of the City of Sachse, have issued disaster declarations and have passed orders related thereto to protect the health and safety of the City. The City's emergency management plan was activated by the Declaration of Local Disaster signed by the Mayor of the City of Sachse on March 13, 2020, and was ratified by the Sachse City Council on March 19, 2020.

OVERVIEW

This ordinance will extend indefinitely the local state of disaster declared by the Mayor and previously extended by the Council unless and until terminated by the subsequent order of the Mayor.

CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Staff recommends approving an ordinance continuing the Declaration of Local Disaster; providing for implementation of the City's Emergency Management Plan; adopting the Governor's executive orders by reference as may be amended from time to time; adopting Dallas County's emergency orders by reference as may be amended from time to time; granting the Mayor the power and authority to review, adopt, ratify, and execute any subsequent emergency orders on behalf of the City Council.

Ordinance Adopting Emergency Orders; Giving Mayor Authority to Execute Subsequent.pdf (211 KB)

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, CONTINUING THE DECLARATION OF LOCAL DISASTER; PROVIDING FOR IMPLEMENTATION OF THE CITY'S EMERGENCY MANAGEMENT PLAN; ADOPTING THE GOVERNOR'S EXECUTIVE ORDERS BY REFERENCE AS MAY BE AMENDED FROM TIME TO TIME; ADOPTING DALLAS COUNTY'S EMERGENCY ORDERS BY REFERENCE AS MAY BE AMENDED FROM TIME TO TIME; GRANTING THE MAYOR THE POWER AND AUTHORITY TO REVIEW, ADOPT, RATIFY, AND EXECUTE ANY SUBSEQUENT EMERGENCY ORDERS ON BEHALF OF THE CITY COUNCIL; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, beginning in December, 2019, a novel coronavirus, now designated SARS-CoV2 which causes the disease COVID-19, has spread through the world and has now been declared a global pandemic by the World Health Organization; and

WHEREAS, symptoms of COVID-19 include fever, coughing, and shortness of breath. In some cases, the virus has caused death; and

WHEREAS, extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout Dallas and Collin Counties, including the quarantine of individuals, groups of individuals, and property and, additionally, compelling individuals, groups of individuals, or property to undergo additional health measures that prevent or control the spread of the disease; and

WHEREAS, the State of Texas, Dallas and Collin Counties, and the Mayor of the City of Sachse, have declared a Declaration of Disaster and have passed Orders related thereto to protect the health or person; and

WHEREAS, the City's emergency management plan has been activated by the Declaration of Local Disaster signed by the Mayor of the City of Sachse on March 13, 2020, which was ratified by the Sachse City Council on March 19, 2020;

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

SECTION 1. That the findings and recitations set out in the preamble to this Ordinance are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. A local state of disaster for public health emergency is hereby declared for Sachse, Texas, pursuant to section 418.108(a) of the Texas Government Code.

SECTION 3. The City's Emergency Management Plan has been implemented in accordance with the Code of Ordinances and Government Code Section 418.108(d) and shall remain active through the duration of the Disaster Declaration.

SECTION 4. Pursuant to Section 121.003 and 122.006 of the Texas Health and Safety Code, Section 418.108 of the Texas Government Code, and such other powers the City may have under the City Charter and laws, the City Council adopts and approves the following orders to have the force and effect of law and the same shall be enforceable under the terms of this Ordinance, provided further that in the event of a conflict as to any term in the orders, the orders shall be given priority according to the following order of precedence as to such term: (i) Executive orders promulgated by the Office of the Governor of the State of Texas; (ii) Emergency Orders of Dallas County; and (iii) Emergency Orders of the Mayor pursuant to the powers under Section 418.108 of the Texas Government Code and Section 12-2 titled "Emergency Management Program, of the City of Sachse Code of Ordinance.

SECTION 5. Pursuant to Texas Government Code 418 and Section 12-2 of the Code of Ordinances, the Mayor shall be delegated and given the full power and authority, without further action of the City Council, to issue, modify or terminate any lawful order necessary to protect the public health so long as the order does not conflict with this Ordinance.

SECTION 6. The City Council hereby extends indefinitely the local state of disaster declared by the Mayor and previously extended by the Council unless and until terminated by the subsequent order of the Mayor.

SECTION 7. A violation of any provision set forth in any of the orders adopted herein, and thus a violation of this Ordinance, shall be subject to criminal penalties as provided for in the City of Sachse Code of Ordinances Section 1-7 titled "General Penalty".

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

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 6th day of April, 2020.

APPROVED:

Mike J. Felix
Mayor

APPROVED AS TO FORM:

DULY ENROLLED:

Joseph J. Gorfida, Jr.
City Attorney
(04-02-2020:TM114897)

Michelle Lewis Sirianni
City Secretary

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	1. Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the Families First Coronavirus Response Act.
Access	Public
Type	Discussion, Information

Public Content

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	2. Consider authorizing the City Manager to negotiate and execute an agreement with PMB Station Developer, LLC to provide for reimbursement of costs relating to the design, construction, and administration of certain authorized public improvements within Sachse Public Improvement District #1 from assessment revenues and/or bond proceeds received by said district.
Access	Public
Type	

Public Content**BACKGROUND**

This item is affiliated with the Development Agreement between the City of Sachse and PMB that was approved by the City Council on September 17, 2018 and fully executed on October 3, 2018.

POLICY CONSIDERATIONS

The reimbursement of certain authorized public improvements related to The Station project is contemplated within the Development Agreement and the Amendment to the Development Agreement.

RECOMMENDATION

Approve as presented.

Staff Presentation - Reimbursement Agreement.pdf (118 KB)

PMB PID Reimbursement Agreement.pdf (322 KB)

Reimbursement Agreement

CITY COUNCIL

APRIL 6, 2020



Overview of Reimbursement Agreement

- Standard practice related to a PID between a developer and the City to reimburse them for upfront costs they've incurred as a part of their development
- This is a reimbursement for only the designated PID project costs in the Development Agreement items (see the following slide for details)
- PMB fronted and will continue to front the costs for the public improvements affiliated with the development until bonds are sold, or assessments are levied
- This agreement says that the City will reimburse PMB for fronting those costs once PID bonds are sold and PID assessments are collected from properties within the development (no other revenue sources of the City are contemplated)
- As a reminder, PID assessments are only collected from the property within the development and are not collected from any other properties citywide

Projects Completed To-Date

- Hudson Road improvements
- Street A (in-tract)
- Regional detention—application and process started
- Master water/sewer lines
- Public infrastructure (in-tract)—in process

Next Steps

- Contemplated within the Development Agreement and the Amendment to the Development Agreement
- Important next step for the City to take in support of the development
- The date for the sale of the PID bonds is forthcoming
- Authorize the City Manager to negotiate and execute an agreement with PMB Station Developer, LLC to provide for reimbursement of costs relating to the design, construction, and administration of certain authorized public improvements within Sachse Public Improvement District #1 from assessment revenues and/or bond proceeds received by said district

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

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

RECITALS

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

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

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

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

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

WHEREAS, Owner has incurred and/or intends to incur PID Project Costs (as defined in the Development Agreement) in association with the design and construction of the PID Projects (as defined in the Development Agreement); and

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

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

WHEREAS, the SAP shall allocate the PID Costs to the Property upon which they confer a special benefit; and

WHEREAS, assessments against lots within the PID ("**PID Assessments**") which will be reflected on an assessment roll, to be approved by City's City Council will be collected to pay for PID Project Costs; and

WHEREAS, City, subject to the consent and approval of City's City Council, the satisfaction of all conditions for issuing the PID Bonds (as defined in the SAP), Owner's compliance with this Agreement and the Development Agreement, and in accordance with the terms of this Agreement, the Development Agreement, and all legal requirements, including, but not limited to any Indenture (as defined in the SAP), the Parties desire to set forth their agreement regarding (i) adoption of the SAP; (ii) adoption of one or more assessment ordinances (each an "**Assessment Ordinance**"); and (iii) provide for the issuance of PID Bonds for the purpose of financing the PID Projects in accordance with the SAP and reimbursing Owner for certain associated costs as described herein; and

WHEREAS, all PID Assessment revenues shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such PID Assessments are issued and/or (2) into the PID Reimbursement Fund (defined herein) if no such PID Bonds are issued or such PID Bonds are no longer outstanding; and

WHEREAS, proceeds of any PID Bonds shall be deposited as provided in the applicable Indenture; and

WHEREAS, the funds on deposit in the project fund created under an Indenture (the "**PID Project Fund**") shall only be used in the manner set forth in the SAP and the applicable Indenture.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties hereby contract and agree as follows:

ARTICLE 1. Design and Construction of the PID Projects

1.01. Design and Construction of PID Projects. Owner shall cause all PID Projects to be designed and constructed in accordance with applicable provisions of the Development Agreement. Owner shall not be entitled to reimbursement for PID Project Costs relating to a PID Project if the design and construction of the PID Project does not otherwise conform to the requirements set forth in the Development Agreement

1.02. PID Projects Cost to be Funded by Owner. Owner shall promptly pay as the same become due all PID Projects Cost incurred in connection with the PID Projects to be further defined in the SAP as the "Authorized Improvements"; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the PID Projects, including, without limitation, any on-site or off-site mitigation costs; and all costs arising in connection with the creation of the PID (the "Actual

Costs”). City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with in connection with the construction of the PID Projects but shall only be obligated to acquire the PID Projects and/or reimburse Owner in the manner and to the extent provided herein.

1.03. Security for PID Projects. In accordance with Section 4.04 of the Development Agreement, prior to completion and conveyance to City of any PID Project, Owner shall cause a maintenance bond to be delivered to City in the amount required by City's subdivision regulations for applicable PID Projects. Nothing in this Agreement or the Development Agreement shall be deemed to prohibit Owner or City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to Owner or City with respect thereto so long as such delay in performance shall not subject the PID Project to foreclosure, forfeiture or sale. In the event that any such lien and/or judgment with respect to the PID Project is contested, Owner shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by City, in an amount reasonably determined by City, not to exceed 120% of the disputed amount.

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

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

1.06. Indemnity. OWNER SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES (HEREIN COLLECTIVELY REFERRED TO AS “LOSSES”) OF WHATSOEVER NATURE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES, COSTS OF LITIGATION, COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID TO DISCHARGE JUDGMENTS RELATING TO ANY CLAIM, LAWSUIT, CAUSE OF ACTION

OR OTHER LEGAL ACTION OR PROCEEDING BROUGHT AGAINST CITY OR TO WHICH CITY MAY BE A PARTY, DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACQUISITION, PURCHASE OR CONSTRUCTION OF THE PID PROJECTS PRIOR TO THE PAYMENT TO OWNER FOR THE PID PROJECTS PURSUANT TO SECTION 2.01 HEREOF. IN THE EVENT OF ANY ACTION BROUGHT AGAINST CITY IN WHICH INDEMNIFICATION BY OWNER IS APPLICABLE, CITY SHALL PROMPTLY GIVE WRITTEN NOTICE TO OWNER AND OWNER SHALL ASSUME THE INVESTIGATION AND DEFENSE OF SUCH ACTION, INCLUDING THE EMPLOYMENT OF COUNSEL AND THE PAYMENT OF ALL EXPENSES. CITY SHALL HAVE THE RIGHT, AT CITY'S EXPENSE, TO EMPLOY SEPARATE COUNSEL AND TO PARTICIPATE IN THE INVESTIGATION AND DEFENSE OF ANY SUCH ACTION. OWNER SHALL NOT BE LIABLE FOR THE SETTLEMENT OF ANY SUCH ACTION MADE BY CITY WITHOUT THE CONSENT OF OWNER; PROVIDED, HOWEVER, IN THE EVENT OF ANY SETTLEMENT ENTERED INTO WITH THE CONSENT OF OWNER OR OF ANY FINAL JUDGMENT FOR A PLAINTIFF IN ANY SUCH ACTION, OWNER SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ANY LOSSES INCURRED BY REASON OF SUCH SETTLEMENT OR JUDGMENT. THE EXPIRATION OF THE TERM OF THIS AGREEMENT SHALL NOT RELIEVE OWNER FROM ANY LIABILITY HEREUNDER ARISING PRIOR TO THE EXPIRATION OF THIS AGREEMENT.

ARTICLE II. Reimbursement for Funds Advanced

2.01. PID Assessments. City hereby establishes a fund, to be segregated from all other City funds, into which City shall deposit PID Assessment revenues (the "PID Reimbursement Fund"), except as otherwise provided herein or in any Indenture. Until PID Bonds are issued, City shall bill, collect and deposit into the PID Reimbursement Fund all PID Assessment revenues consisting of: (1) revenue collected from the payment of PID Assessments (including prepayments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (as defined in the Development Agreement) (each as defined in the SAP). Once PID Bonds are issued, City shall bill, collect and deposit all PID Assessment revenues in the manner set forth in the applicable Indenture. City shall also deposit the proceeds of any PID Bonds and any other funds authorized or required by an Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by City (or by any person, entity or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds deposited into any fund under an Indenture shall only be used in accordance with the applicable Indenture. Funds in the PID Reimbursement Fund shall only be used to reimburse the Owner for PID Projects Costs. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

2.02. Payment of Reimbursement Agreement Balance. Strictly subject to the terms, conditions and requirements and solely from the revenues herein provided, City agrees to pay to Owner, and Owner shall be entitled to receive from City, until the April 30th after the last Annual Installment is collected (the "Maturity Date"), a principal amount not to exceed _____ DOLLARS AND 00/100 (\$_____), together with accrued interest as hereinafter described, is referred to collectively as the "Reimbursement Agreement Balance"), plus simple interest on the

unpaid principal balance at the lesser rate of: (i) two percent (2%) above the highest average index rate for tax-exempt revenue bonds reported in a daily or weekly bond index reported in the month before the date of determination (which date is the date of the approval by City of the applicable Assessment Ordinance levying the PID Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid), or (ii) if PID Bonds are issued, the true interest cost ("TIC") on such PID Bonds. If City elects to issue PID Bonds for the purpose of paying all or a portion of the outstanding Reimbursement Agreement Balance, the interest rate paid to Owner on the outstanding principal amount of the Reimbursement Agreement Balance equal to the principal amount of PID Bonds being issued shall be the same as the interest rate on such PID Bonds. For purposes of Sections 372.023(e)(1) and (e)(2) of the PID Act, the interest rate on any portion of the Reimbursement Agreement Balance not to be paid from the proceeds of PID Bonds shall be calculated based on the date of acceptance of the PID Projects by the City. If any portion of the Reimbursement Agreement Balance remains unpaid after City has elected to sell PID Bonds for the purpose of paying a portion of the Reimbursement Agreement Balance, the interest rate paid to Owner on the outstanding principal amount of the Reimbursement Agreement Balance shall be the same as the interest rate on such PID Bonds. The method for determining the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph has been approved by City's City Council and is authorized by and complies with the PID Act, including specifically subsections (e)(1) and (e)(2) of Section 372.023 of the PID Act. City's obligation to pay the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from the proceeds of PID Bonds. No other City funds, revenues, taxes, income or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the PID Reimbursement Fund since the last payment. If there is a dispute over the amount of any payment, City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then City's determination of the disputed amount (as approved by City's City Council) shall control.

2.03. PID Bonds.

(a) City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if City's City Council determines it is financially feasible for the purposes of: (1) paying the Reimbursement Agreement Balance; or (2) paying directly PID Projects Cost described in the applicable Indenture. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose, Owner's right to receive payments each year in accordance with Section 2.02 hereof shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds, and Owner shall be entitled to receive funds pursuant to the flow of funds provisions of the applicable Indenture. The failure of City to issue PID Bonds shall not constitute a default by City under this Agreement. Upon the issuance of PID Bonds, Owner has a duty to construct the PID Projects described in the applicable Indenture. Owner shall not be relieved of its duty to construct or cause to be constructed such Authorized Improvements even if there are insufficient funds in the PID Project Fund to pay the PID Costs. This Agreement shall apply to all PID Bonds issued by City

whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

(b) Pursuant to the Development Agreement, City may issue PID Bonds solely for the purpose of acquiring or constructing PID Projects or any other purposes authorized by the PID Act, subject to the satisfaction of the provisions and conditions set forth in Article VII of the Development Agreement including, but not limited to, Section 7.03. The issuance of PID Bonds shall be at the sole, legislative discretion of City and is subject to the provisions of the Development Agreement and this Agreement. With regard to City's issuance of PID Bonds, in the event of any irreconcilable conflict between this Agreement and the Development Agreement, this Agreement shall control. In addition to the satisfaction of the conditions contained in the Development Agreement, the issuance of PID Bonds is further subject to the following conditions:

(1) Recommendation of City's financial advisor, that sale of the PID Bonds to finance all or a portion of the PID Costs is feasible and prudent;

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

(3) Registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

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

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

2.04. Disbursements and Transfers at and after Bond Closing. The Parties agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to City, City will cause the Trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to City or Owner, as applicable, which costs may include payment for costs of issuance and payment of costs incurred in the establishment, administration and operation of the PID and any other eligible items expended by Owner and City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, Owner shall execute a Closing Disbursement Request, in substantially the form attached hereto as **Exhibit C**, to be delivered to City no less than five (5) business days prior to the scheduled pricing date for the applicable series of PID Bonds for payment in accordance with the provisions of the applicable Indenture. In order to receive additional disbursements from the applicable fund under this Agreement or an Indenture, as applicable, Owner shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by City) from Owner, City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefore and with the terms of this Agreement and any other

agreement between the Parties related to property in the PID, and to verify and approve the PID Project Costs of such work specified in such Certificate for Payment. City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. Owner agrees to cooperate with City in conducting each such review and to provide City with such additional information and documentation as is reasonably necessary for City to conclude each such review. Not later than fifteen (15) business days following receipt of any Certificate for Payment, City shall either: (1) approve the Certificate for Payment and forward it to the Trustee for payment, or (2) provide Owner with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 2.02 hereof. City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment, and the Trustee shall make the disbursements as quickly as practicable thereafter. Upon receipt of a reviewed and approved Certificate for Payment, the Trustee shall make payment from the account designated in the Certificate for Payment pursuant to the terms of the Certificate for Payment and the applicable Indenture in an amount not to exceed the Budgeted Cost for the particular Authorized Improvement (or its completed segment), unless a Cost Overrun amount has been approved for a particular Authorized Improvement. If a Cost Overrun amount has been approved, then the amount reimbursed shall not exceed the Budgeted Amount plus the approved Cost Overrun amount. Approved Certificates for Payment that await reimbursement shall not accrue interest.

2.05. Obligations Limited. The obligations of City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of City or a debt or other obligation of City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by City, no other City funds, revenues, taxes or income of any kind shall be used to pay: (1) the PID Projects Cost; (2) the Reimbursement Agreement Balance, even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

2.06. Obligation to Pay. Subject to the provisions of Section 2.04 hereof, and as determined solely by City, if Owner is (1) current on the payment of all taxes, assessments and fees owed to City and (2) in then-current compliance with its obligations under: (a) this Agreement, (b) all Owner continuing disclosure agreements (if PID Bonds are issued and remain outstanding) and (c) the Development Agreement; then, following the inspection and approval of any portion of PID Projects for which Owner seeks reimbursement of PID Costs by submission of a Certificate for Payment or Closing Disbursement Request, the obligations of City under this Agreement to pay disbursements (whether to Owner or to any person designated by Owner) identified in any Certificate for Payment or Closing Disbursement Request and to pay debt service on PID Bonds are unconditional and not subject to any defenses or rights of offset except as may be provided in any Indenture.

ARTICLE III. Acquisition of PID Projects

3.01. Ownership and Transfer of PID Projects. Owner shall furnish to City a preliminary title report for land related to the PID Projects to be acquired and accepted by City from Owner

and not previously dedicated or otherwise conveyed to City. The report shall be made available for City review and approval not less than fifteen (15) business days prior to the scheduled transfer of title. City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of City, could materially affect City's clean title or use and enjoyment of any part of the property or easement covered by the preliminary title report. If City objects to any preliminary title report, City shall not be obligated to accept title to the applicable PID Project until Owner has cured the objections to the reasonable satisfaction of City.

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

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

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

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

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

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

ARTICLE IV. Representations

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

- (a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by Owner;
- (b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which Owner is a party;

- (c) Owner has made financial arrangements sufficient to assure its ability to perform its obligations hereunder.

4.02. Representations by City. City hereby represents and covenants to Owner that it shall use its good faith efforts:

- (a) To levy and collect the PID Assessments;
- (b) Issue PID Bonds, subject to general market acceptance of the PID Bonds, pursuant to the PID Act, this Agreement, the Development Agreement, and other applicable law;
- (c) To obtain the Attorney General's approval of the Bonds; and
- (d) To obtain registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

ARTICLE V. Remedies

5.01. Default by Owner.

- (a) In the event of default by Owner hereunder, City shall have the right:
 - i. To terminate this Agreement without thereby incurring any liability to Owner, except that City must reimburse Owner for the PID Projects previously constructed by or on behalf of Owner and acquired by City;
 - ii. To pursue all other legal or equitable remedies; and
 - iii. To recover from Owner all expenses incurred in pursuing its legal rights hereunder, including reasonable attorneys' fees.

(b) An event of default by Owner does not release City from the obligation to reimburse Owner for PID Projects Cost advanced or incurred by Owner on behalf of City prior to the date of default by Owner.

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

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

ARTICLE VI. Miscellaneous

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

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

To the City:

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

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

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard St., Suite 1800
Dallas, Texas 75201
e-mail: psmith@njdhs.com

To the Owner: PMB Station Land, LP
Attn: Taylor Baird
4001 Maple Ave, Suite 600
Dallas, Texas 75219
e-mail: taylor@pmbinv.com

PMB Station Land, LP
Attn: Matt Mildren
4001 Maple Ave, Suite 600
Dallas, Texas 75219
e-mail: matt@pmbinv.com

With a copy to: Ross Martin
Winstead PC
2728 N. Harwood St., Suite 500
Dallas, Texas 75201
e-mail: rmartin@winstead.com

6.03. Assignability. This Agreement may be assigned by Owner only upon written consent of City, which shall not be unreasonably withheld. No assignment, whether with or without City's prior consent, shall increase the liability of, or impose additional liabilities upon, City beyond what is specifically provided for herein or increase the duties or expenses of, or impose additional duties or expenses upon, City beyond what is specifically provided for herein.

6.04. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or used as interpreting the meanings and provisions hereof.

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

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

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

6.08. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force

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

6.09. Conflict. In the event of a conflict between a provision of this Agreement and a provision of the Development Agreement, the conflicting provisions shall be construed to the extent possible to give both effect. Except where otherwise expressly stated in this Agreement, in the event such conflicting provisions cannot be reconciled to give all such provision effect, the terms of the Development Agreement shall control.

6.10 Authority and Enforceability. City represents and warrants that this Agreement has been approved by City’s City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individual(s) executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

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

this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

6.12. No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.13. Audit. City shall have the right, during normal business hours and upon three (3) business days' prior written notice to Owner, to review all books and records of Owner relating to costs and expenses incurred by Owner with respect to any of the PID Projects. For a period of two (2) years after completion of the Authorized Improvements or after the expenditure of all PID Bond proceeds, whichever is later, Owner shall maintain proper books of record and account for the construction of the PID Projects and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. Owner shall have the right, during normal business hours, to review all records and accounts relating to the PID Assessments upon written request to City. City shall provide Owner an opportunity to inspect such books and records relating to the PID Assessments during City's regular business hours and on a mutually agreeable date no later than ten (10) business days after City receives such written request. City shall keep and maintain a proper and complete system of records and accounts pertaining to the PID Assessments for so long as PID Bonds remain outstanding or any portion of the Reimbursement Agreement Balance remains unpaid.

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

6.15. Effective Date. This Agreement will become effective on the date it bears the signatures of authorized representatives of all of the Parties ("Effective Date"), regardless of whether those signatures are on the same or multiple counterparts of the Agreement as provided in Section 6.17.

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

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

6.18. Employment of Undocumented Workers. During the term of this Agreement, Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Owner shall repay the amount of any Reimbursement Payment or other funds received by Owner from City from the date of this Agreement to the date of such

violation within 120 days after the date Developer is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Owner or by a person with whom Owner contracts.

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

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

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

6.22. Defined Terms. Unless another meaning is clearly set forth in this Agreement, the words and phrases set forth in this Agreement shall have the same meaning as given to the same words and phrases in the Development Agreement.

Signatures on Following Pages

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

CITY OF SACHSE

By: _____
Gina Nash, City Manager

ATTEST:

By: _____
Michelle Lewis Siriani, City Secretary

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

Notary Public, State of Texas

[SEAL]

OWNER:

PMB STATION DEVELOPER LLC,
a Texas limited liability company

By: _____
K. Taylor Baird, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

Notary Public, State of Texas

[SEAL]

EXHIBIT A

Exhibit B

Form of Certificate for Payment

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

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

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

Certificate for Payment as verified by City against the estimated costs from the SAP,] payment of the amounts requested in this Certificate for Payment, taking into account [all prior payments for the PID Projects and] the amount of work related to the PID Projects remaining to be completed as of the date of this Certificate for Payment will not cause the amounts on deposit in the [PID Project Fund]/[PID Reimbursement Fund] to fall below the amount necessary to complete the remaining PID Projects.

Payments requested hereunder shall be made as directed below:

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

[Information regarding Payee, amount and deposit instructions attached]

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

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

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

CITY OF SACHSE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____, 202_

Exhibit C

Form of Closing Disbursement Request

The undersigned is an agent for _____ ("Owner") and requests payment to Owner (or to the person designated by Owner) from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ (\$ _____) to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Sachse Public Improvement District No. 1 (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between City and the Trustee dated as of _____, 20__ (the "Indenture") relating to the "[INSERT NAME OF BONDS]" (the "PID Bonds").

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

1. The undersigned is a duly authorized officer of Owner, is qualified to execute this Closing Disbursement Request on behalf of Owner, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the SAP.
4. Owner is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, Owner Continuing Disclosure Agreement (as defined in the Reimbursement Agreement), the SAP, and the Development Agreement (as defined in the Reimbursement Agreement).
5. Owner is current on all ad valorem property taxes and PID assessments on property owned by Owner within the PID.
6. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

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

Payments requested hereunder shall be made as directed below:

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

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

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, City approves the Closing Disbursement Request and shall include said payments in City Certificate submitted to the Trustee directing payments to be made from the applicable account under the Indenture upon delivery of the PID Bonds.

CITY OF SACHSE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____, 202__

**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	3. Discuss and consider the authorization of the City Manager to release one hundred ninety-two thousand dollars and zero cents (\$192,000.00) from retainage to Ratcliff Constructors, L.P. and release the remaining one hundred thousand dollars and zero cents (\$100,000.00) upon completion of the project.
Access	Public
Type	Action, Discussion, Information
Recommended Action	Approve as presented.
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Strategically invest in the City's existing and future infrastructure.

Public Content**BACKGROUND**

The City's contract with Ratcliff Constructors includes holding 5% of billed services as retainage until completion of the contract. Ratcliff is requesting the release of this retainage. Currently, Ratcliff has several items that are not completed. After discussion with Architect Ron Hobbs, staff is recommending the release of approximately \$192,000 to Ratcliff and hold the remaining \$100,000 until the project is completed.

RECOMMENDATION

Authorize the City Manager to release one hundred ninety-two thousand dollars and zero cents (\$192,000.00) from retainage to Ratcliff Constructors, L.P. and release the remaining one hundred thousand dollars and zero cents (\$100,000.00) upon completion of the project.

Staff Presentation Community Center -Retainage.pdf (453 KB)

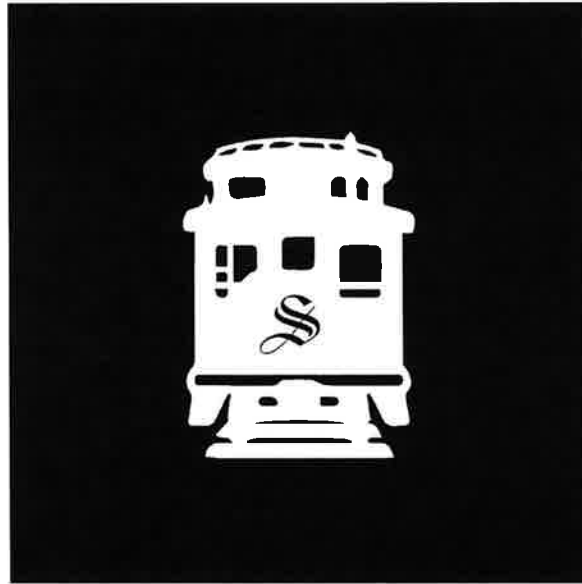
Michael J. Felix Community Center

APRIL 6, 2020



Release of Retainage

- The City holds back 5% of each payment to Ratcliff Constructors as retainage. It is customary to pay out the retainage at the end of a construction project.
- Staff and architect have estimated that \$60,00-\$70,000 left of remaining work on the Community Center.
- Staff is recommending that after we receive the consent of the surety company for a partial release of retainage we pay \$192,000 and hold the remaining \$100,000 until all remaining punch list work is completed.
- Staff is requesting approval from Council for the release of retainage to Ratcliff in an amount of \$292,000.



**Agenda Item Details**

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	4. Discuss and consider allocating an additional one hundred eighty-two thousand dollars and zero cents (\$182,000.00) from the Utility Fund and one hundred thousand dollars and zero cents (\$100,000.00) from the sale of old City Hall for the completion of the Michael J. Felix Community Center project.
Access	Public
Type	Action, Discussion, Information
Fiscal Impact	Yes
Dollar Amount	282,000.00
Budgeted	No
Budget Source	Utility Fund and proceeds from sale of old City Hall
Recommended Action	Approve as presented.
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Strategically invest in the City's existing and future infrastructure.

Public Content**BACKGROUND**

City Council approved a contract with Ratcliff Constructors in the amount of \$5,701,000, a contract with KIK in the amount of \$285,268, and a contract with McMahon in the amount of \$235,000.

OVERVIEW

Throughout the project, several changes were required to facilitate construction. Staff is here to discuss changes and additions throughout this project that were made to the scope of work performed by Ratcliff Constructors as well as KIK and McMahon. This adds new construction items, addresses unforeseen issues encountered in the field, and includes repairs and modifications to both the civil portion of the project and the facility.

The largest changes in the civil construction contracts were: flex base, drainage, lighting, lift station, and concrete. The largest changes in the Ratcliff construction project were: mass grading, fire safety and alarms, and electrical (AV/IT).

RECOMMENDATION

Staff recommends allocating an additional one hundred eighty-two thousand dollars and zero cents (\$182,000.00) from the Utility Fund and one hundred thousand dollars and zero cents (\$100,000.00) from the sale of old City Hall for the completion of the Michael J. Felix Community Center project.

Staff Presentation Community Center Project Funds.pdf (223 KB)

Michael J. Felix Community Center

APRIL 6, 2020



Funding Sources

Source	Purpose	Amount
General Fund	Design and planning	500,000
2017A CO Proceeds	Construction	5,801,050
Investment Income	Construction	421,579
Utility Fund	Utility infrastructure	29,985
Sale of Old City Hall	Furnishings, landscape	450,000
TOTAL		\$7,202,614

Project Totals

Category	Funding	Amount Expended	Surplus(Deficit)
Design and planning	500,000	472,994	27,006
Construction	6,222,629	6,423,962	(201,333)
Utility Infrastructure	29,985	211,535	(181,550)
Furnishing/landscape	450,000	376,123	73,877
TOTAL	\$7,202,614	\$7,484,614	\$(282,000)

Proposed Additional Funding

Source	Justification	Amount
Utility Fund	Cover utility infrastructure total	182,000
Sale of Old City Hall	Original estimate did not include: landscaping, Ratcliff change orders, dumpster enclosure	100,000
TOTAL		\$282,000

Change Order	Amount
Mass Grading	\$ 77,421.00
AV/IT	\$ 23,421.49
Fire	\$ 12,129.72
Other Items	\$ 5,815.13
Request for Funds	\$118,787.34



Civil Engineering and Utilities



KIK Underground Utility Contractor

- Original Contract Amount - \$285,268
- Amount Billed - \$248,758
- Removed the power to lift station from the contract and hired KDM to complete this work
 - KIK was not equipped at the time to complete this work

McMahon Contracting, L.P.

- Original contract amount - \$235,000
- Amount billed - \$336,084
- The cost of excavation, flex base, additional pavement and drainage pipe was higher than the original contract amount.
- The concrete walking path behind the community center was originally to be completed in house by Public Works. Due to time constraints and other projects, this was not possible. The project was given to McMahon to complete.

KDM Facility Services, Inc.

- Additional unforeseen electrical services: \$100,885
 - Installation of light poles for the Community Center parking lot, and lights along walking trail (removal and reinstallation).
 - Note: the new parking lot lights and trail lights are all LED
 - Lift station rack and power.
 - Electrical conduit from Sachse Rd. to the Community Center that was removed from the KIK contract.
 - Emergency repair of security parking lot lights behind the Police Department.
- 

Next Step

- Staff is requesting to allocate \$100,000 from the sale of Old City Hall towards the \$118,787.34 in change orders on the Michael J. Felix Community Center.
- Staff is requesting to allocate an additional \$182,000 from the Utility Fund towards the Community Center project.





Agenda Item Details

Meeting	Apr 06, 2020 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	5. Consider a resolution authorizing the City Manager to execute a Project Specific Agreement (PSA) with Dallas County for "Type B" Road and Bridge Maintenance Street Striping.
Access	Public
Type	Action (Consent)
Preferred Date	Apr 20, 2020
Absolute Date	Apr 20, 2020
Fiscal Impact	Yes
Dollar Amount	5,199.00
Budgeted	Yes
Budget Source	Street Maintenance Tax and General Capital Fund
Recommended Action	Approve a resolution authorizing the City Manager to execute a Project Specific Agreement (PSA) with Dallas County for "Type B" Road and Bridge Maintenance Street Striping
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

The City of Sachse and Dallas County entered into a Master Interlocal Agreement on October 3, 2017, whereby Dallas County agreed to provide partial funding for such duly qualified "Type B" road and bridge maintenance projects situated within the territorial limits and jurisdiction of the City of Sachse. The City has identified several streets on the Dallas County Thoroughfare Map as a Secondary Arterial or "Type B" Street that are eligible for maintenance funding.

OVERVIEW

Staff has provided a list of "Type B" streets that are in need for pavement striping to Dallas County to include in their annual striping contract. Dallas County has agreed to contribute 50% of the total cost for striping program. City staff has been working with Dallas County to complete the funding and partnership agreement. The following streets are included:

Street Name:	From:	To:
Ingram Road	Dewitt Road	Third Street
Blackburn Road	Third Street	Murphy Road
Miles Road	Sachse Road	South City Limits
Bunker Hill Road	State Highway 78	Miles Road
Murphy Road	State Highway 78	Blackburn Road
Sachse Road	Oak Ridge Circle	East City Limits
Sachse Road	State Highway 78	Fifth Street
Merritt Road	Sachse Road	Pleasant Valley Road
Third Street	State Highway 78	Blackburn Road

POLICY CONSIDERATIONS

It is the responsibility of the City of Sachse to maintain, upgrade, and improve public roads as necessary in the City of Sachse. Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, goods, and services. Per Dallas County Interlocal Agreement procedures, all contracts between Dallas County and local governments have to be approved by the governing body of that agency.

RECOMMENDATION

Approve a resolution authorizing the City Manager to execute a Project Specific Agreement (PSA) with Dallas County for "Type B" Road and Bridge Maintenance Street Striping.

Sachse 2020 Striping PSA -w-Attachments.pdf-corrected.pdf (4,791 KB)

Resolution Approving PSA Re Type B Public Roadways Striping.pdf (107 KB)

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PROJECT SPECIFIC AGREEMENT TO THE MASTER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SACHSE AND DALLAS COUNTY, FOR ROAD AND BRIDGE MAINTENANCE AND REPAIR ON “TYPE B” ROADWAYS LOCATED WITHIN THE TERRITORIAL AND JURISDICTION LIMITS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas, and Dallas County, Texas, entered into a Master Interlocal Agreement on October 3, 2017, whereby Dallas County agreed to provide road and bridge maintenance and repair on “Type B” roadways located within the territorial limits and jurisdiction of the City (“Master Agreement”); and

WHEREAS, the City Council has been presented with a proposed Project Specific Agreement (“PSA”) to the Master Agreement, for Dallas County to provide roadway striping on those roadways specifically identified in Attachments “A,” and “B” to the PSA, located within the territorial limits and jurisdiction of the City; and

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

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

SECTION 1. That the City Manager is hereby authorized to execute the PSA, attached hereto as Exhibit “A”.

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

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

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary
(03-31-2020:TM 114845)

EXHIBIT “A”
Project Specific Agreement

**PROJECT SPECIFIC AGREEMENT
RE: VARIOUS ROADS, "TYPE B" PUBLIC ROADWAY MADE
PURSUANT TO ROAD & BRIDGE MASTER INTERLOCAL
AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND THE CITY
OF SACHSE, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement is made by and between Dallas County, Texas (hereinafter "County") and the City of Sachse, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs, and improvements to be undertaken on enumerated public roadway within the territorial limits and jurisdiction of the City of Sachse, Texas, as more fully set forth and described in Attachments "A" and "B," which are attached hereto and incorporated herein by reference ("Project").

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, on or about October 3, 2017, County and City entered into a Master Interlocal Agreement ("Master Agreement"), whereby County agreed to provide road and bridge maintenance and repair on certain duly qualified "Type B" roadways situated within the territorial limits and jurisdiction of City, and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of striping of public roadway situated in the City of Sachse, Texas, as more fully described in Attachments "A" and "B."

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Interlocal Agreement, changes in the rights and responsibilities of each of the parties as set forth in the Master Interlocal Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Interlocal Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Master Interlocal Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Interlocal Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order 2017-1290 dated October 3, 2017, and additions thereto as incorporated herein by reference.

2. The Construction Estimate (Attachment "A"), which is attached hereto and incorporated herein by reference; and
3. The Road List (Attachment "B"), which is attached hereto and incorporated herein by reference.

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for repair, maintenance, and improvements conducted on "Type B" public roadway within the City of Sachse, Texas. The Project shall consist of striping on various streets in the City of Sachse, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B." The Project is authorized by the aforementioned Master Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI

Agreements

I. City's Responsibilities:

1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity regarding the Project; (b) remediating any hazardous or regulated materials, or other environmental hazard on or near the Project site; and (c) providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City agrees to accomplish these functions in a timely and efficient manner to ensure that such activities will not delay the County's timely performance of its activities.
3. City shall be responsible for maintaining the Project site when the Project is completed.
4. City shall be in compliance with the Manual on Uniform Traffic Control Devices ("MUTCD") standards in ensuring safety during re-striping operations as outlined in the scope of work in Attachments "A" and "B."

II. County Responsibilities:

1. County shall be responsible for performing all maintenance services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachments "A" and "B" in a good and workmanlike manner.
2. County shall be responsible for setting up a pre-project meeting.

III. Funding:

County and City mutually agree that the initial and anticipated total Project cost is \$10,398.00, as set forth in Attachment "A." County and City mutually agree that the City shall be responsible to pay \$5,199.00 for its portion of the "Type B" roadwork. County shall contribute the remaining amount of the "Type B" costs, in-kind, in the form of labor and equipment. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost for the "Type B" roadwork.

County and City further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. Once approved by the County, and before commencement of the Project by the County, the City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, Five Thousand, One Hundred Ninety-Nine Dollars and No Cents (\$5,199.00), representing the full amount to be paid to the County either through monthly invoicing or upon completion of the Project.

Article VII
Miscellaneous:

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner J.J. Koch
Road & Bridge District #2
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Corey Nesbit, PE CFM
Director of CIP & Public Works
Public Works Department
City of Sachse
3815B Sachse Road
Sachse, Texas 75048

- V. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Sachse.
- XII. Effective Date. The PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

The City of Sachse, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ____ day of _____, 2020.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2020.

The remainder of this page was intentionally left blank

Executed this the _____ day of _____, 2020.

Executed this the _____ day of _____, 2020.

CITY OF SACHSE:

COUNTY OF DALLAS:

MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:*
JOHN CREUZOT
DISTRICT ATTORNEY

CITY SECRETARY

Jana Prigmore Ferguson
Assistant District Attorney

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

ATTACHMENT A
2020 TYPE B PAVEMENT MARKING ESTIMATE

Date: February 4, 2020	Roadway:
Requested By: Lance Whitworth	Road No.:
City: Sachse	Type: B
City Share: 50%	Lanes: 2
Court Order / IJ:	Begin: Varies
MAPSCO: Varies	End: Varies
Roadway Length:	
Pre-Marking Length: Mile	
One-way travel time to Project: Hours	

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE		
ESTIMATE:	2.5	3.6	9.7	3.7		
Actual:						
MATERIALS:	<u>EST. QUANT.</u>	<u>Actual QUANT.</u>	<u>UNIT PRICE</u>	<u>EST. COST</u>	<u>ACTUAL COST</u>	
Yellow Paint Gal	78.00	0.00	\$12.80	\$998.00	\$0.00	
White Paint Gal	131.00	0.00	\$11.48	\$1,504.00	\$0.00	
Beads LBS	1672.00	0.00	\$0.66	\$1,104.00	\$0.00	
Other Cans	0.00	0.00	0.00	\$0.00	\$0.00	
TOTAL MATERIALS:				\$3,606.00	\$0.00	
LABOR						
Direct Labor:						
Hour	<u>Estimate Hours</u>	<u>Actual Hours</u>	<u>Hourly Rate (FR)</u>	<u>Estimate Cost</u>	<u>ACTUAL Cost</u>	
Pre-Marking	10.00	0.00	\$121.17	\$1,212.00	\$0.00	
Crew persons	20.00	0.00	\$121.17	\$2,423.00	\$0.00	
Administrative	2.00	0.00	\$139.78	\$280.00	\$0.00	
			<i>Note: (FR) - with Fringes</i>			
Subtotal Direct Labor				\$3,915.00	\$0.00	
Indirect Labor:						
Indirect Costs		<u>% of Actual Salaries:</u> 14.96		\$585.00	\$0.00	
		<i>Value calculated by Office of Budget and Evaluation</i>				
TOTAL LABOR:				\$4,500.00	\$0.00	
EQUIPMENT:						
HRS	<u>Estimate Hours</u>	<u>Actual Hours</u>	<u>Hourly Rate</u>	<u>Cost Estimate</u>	<u>Cost ACTUAL</u>	
Survey Truck	10.00	0.00	\$19.00	\$190.00	\$0.00	
Striper	20.00	0.00	\$81.70	\$1,634.00	\$0.00	
Pickup	20.00	0.00	\$23.40	\$468.00	\$0.00	
TOTAL EQUIPMENT:				\$2,292.00	\$0.00	
TOTAL COST:				\$10,398.00	\$0.00	
			<u>% of Cost</u>			
COST TO CITY			50%	\$5,199.00	\$0.00	
COUNTY COST			50%	\$5,199.00	\$0.00	

I hereby certify that all Work depicted herein is complete effective the date stated above.
Stanley Brewer
TRANSP FIELD SUPERVISOR

Road List

ATTACHMENT B

City/Town: Sachse 12-27-2019

[illegible]