



City of Sachse, Texas

Meeting Agenda

City Council

Monday, March 6, 2017

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, March 6, 2017, at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

1. CONSENT AGENDA.

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

[17-3702](#)

Accept the Monthly Revenue and Expenditure Report for the period ending January 31, 2017.

Attachments: [GF 01-31-17](#)

[UF 01-31-17](#)

[DS 01-31-17](#)

[SEDC 01-31-17](#)

[Sales Tax Analysis Feb 2017](#)

[17-3709](#)

Approve the minutes of the February 20, 2017 workshop meeting.

Attachments: [02.20.17 Minutes Workshop](#)

[17-3710](#)

Approve the minutes of the February 20, 2017 regular meeting.

Attachments: [02.20.17 Minutes](#)

[17-3713](#)

Approve a preliminary plat application for Trepex Senior Housing from Trepex Construction, generally located east of Miles Road and south of Sewell Elementary, within city limits.

Attachments: [Presentation](#)

[Proposed Plat](#)

2. MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS, CURRENT ACTIVITIES, AND LOCAL ACHIEVEMENTS.**3. CITIZEN INPUT.**

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

4. REGULAR AGENDA ITEMS.

Take any action as a result of Executive Session.

[17-3696](#) Consider an ordinance granting to Atmos granting to Atmos Energy Corporation, Mid-Tex Division, a franchise to furnish, transport and supply gas to the general public in the City of Sachse, Dallas County, Texas for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of public rights-of-way; repealing all previous Atmos Energy Gas ordinances; providing that it shall be in lieu of other fees and charges, excepting Ad Valorem Taxes; prescribing the terms, conditions, obligations, and limitations under which such franchise shall be exercised.

Attachments: [Ordinance](#)

[17-3706](#) Consider an ordinance amending Chapter 9 titled "Traffic Regulations" by amending Section 9-7 titled "Abandoned and Junked Motor Vehicles" by setting forth new regulations.

Attachments: [Presentation](#)

[Ordinance](#)

[17-3714](#) Consider a resolution awarding the bid for the construction of The Turn Bay and Traffic Signal Installations at the Intersections of Miles Road and Hunters Ridge Drive and Miles Road and Haverhill Lane project.

Attachments: [Presentation](#)

[Resolution](#)

[17-3715](#) Consider an Interlocal Cooperation Agreement, by and between the City of Sachse, Texas and Garland Independent School District, Texas, for public transportation improvements along Miles Road in the vicinity of Sachse High School.

Attachments: [Resolution](#)

[Garland ISD Interlocal Agreement](#)

[17-3716](#) Consider a resolution approving the terms and conditions of an Economic Development Agreement by and between the Sachse Economic Development Corporation and Sachse Rod Shop.

Attachments: [Grant Application](#)
[Economic Development Agreement](#)
[Resolution](#)
[Final Signed Ord. 3775 \(PD 35\)](#)

- [17-3717](#) Consider a resolution approving the terms and conditions of an Economic Development Agreement by and between the Sachse Economic Development Corporation and Sachse Historical Society.

Attachments: [Economic Development Agreement](#)
[Grant Application](#)
[Resolution](#)

- [17-3712](#) Conduct a public hearing on the 2017 City of Sachse Comprehensive Plan and consider a Resolution approving the 2017 Comprehensive Plan for the City of Sachse to provide for a comprehensive planning program, vision, and official policy for the future of the City.

Attachments: [Resolution](#)

5. ADJOURNMENT.

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

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

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

Posted: March 3, 2017; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

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



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3702 **Version:** 1 **Name:** Monthly Rev and Exp January 2017
Type: Agenda Item **Status:** Agenda Ready
File created: 2/22/2017 **In control:** City Council
On agenda: 3/6/2017 **Final action:**
Title: Accept the Monthly Revenue and Expenditure Report for the period ending January 31, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [GF 01-31-17](#)
[UF 01-31-17](#)
[DS 01-31-17](#)
[SEDC 01-31-17](#)
[Sales Tax Analysis Feb 2017](#)

Date	Ver.	Action By	Action	Result
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Title

Monthly Revenue and Expenditure Report for the period ending January 31, 2017.

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, and Sachse Economic Development Corporation for the period ended January 31, 2017, and an analysis of year-to-date sales tax receipts compared to the prior year.

Policy Considerations

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

Budgetary Considerations

Expenditures are in line with expected levels for this point in the fiscal year. Property tax receipts are highest during the months of December and January, so revenues would be expected at a high percentage of total budget for the year.

Staff Recommendations

Accept the Monthly Revenue and Expenditure Report for the period ending January 31, 2017.

City of Sachse
Monthly Revenue and Expenditure Report
January 31, 2017
(Unaudited)

GENERAL FUND

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Property Tax	\$ 10,076,929	\$ 1,819,295	\$ 9,242,169	91.72%	A
Sales Tax	1,417,851	121,453	512,161	36.12%	
Franchise Fees	1,690,233	202,942	607,497	35.94%	
Licenses and Permits	757,000	32,781	228,079	30.13%	
Service Fees	721,500	52,986	257,437	35.68%	
Fines	280,000	15,433	79,698	28.46%	
Interest Income	12,000	3,875	11,767	98.06%	
Miscellaneous Income	350,946	20,602	88,966	25.35%	
Intergovernmental Revenue	1,024,611	85,384	341,537	33.33%	
Total Revenue	\$ 16,331,070	\$ 2,354,752	\$ 11,369,310	69.62%	
Expenditure Summary					
City Manager	\$ 383,103	\$ 21,333	\$ 102,056	26.64%	
City Secretary	148,553	11,025	52,711	35.48%	
Human Resources	337,607	23,472	95,358	28.25%	
Finance	548,026	40,805	213,541	38.97%	
Municipal Court	217,130	15,131	65,319	30.08%	
Parks & Recreation	1,164,914	69,708	334,903	28.75%	
Senior Programs	150,433	8,379	41,889	27.85%	
Library Services	458,091	30,896	152,045	33.19%	
Community Development	844,546	63,928	291,662	34.53%	
Streets & Drainage	1,691,786	57,708	343,386	20.30%	
	515,018	37,944	158,086	30.70%	
Police	4,811,657	324,331	1,675,818	34.83%	
Animal Control	210,614	15,124	77,568	36.83%	
Fire/EMS	3,740,453	273,852	1,257,022	33.61%	
Combined Services	381,203	8,606	206,366	54.14%	B
City Engineer	239,302	22,575	104,193	43.54%	
Information Technology	385,183	15,948	117,700	30.56%	C
Total Expenditures	\$ 16,227,619	\$ 1,040,766	\$ 5,289,620	32.60%	
Total Revenue Over/Under Expenses	\$ 103,451	\$ 1,313,986	\$ 6,079,689		

Explanation of Major Variances:

- A** Property Tax receipts peak in December and January
- B** Total annual property and liability premium paid in October
- C** New department for FY2017

City of Sachse

Monthly Revenue and Expenditure Report January 31, 2017 (Unaudited)

UTILITY FUND

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Water Revenue	\$ 5,602,656	\$ 406,092	\$ 1,888,448	33.71%	
Sewer Revenue	4,355,842	366,075	1,452,495	33.35%	
Fees	158,500	12,479	67,059	42.31%	
Interest Income	1,500	2,427	6,676	445.08%	
Transfer In-Debt Service					
Miscellaneous Income	-	125	1,833		
Total Revenue	\$ 10,118,498	\$ 787,199	\$ 3,416,511	33.76%	
Expenditure Summary					
Utility Administration	\$ 360,973	\$ 27,149	\$ 109,951	30.46%	
Water Operations	7,043,677	382,171	1,371,524	19.47%	
Sewer Operations	3,737,513	178,620	1,020,523	27.30%	
Meter Reading	576,755	16,445	67,445	11.69%	
Total Expenditures	\$ 11,718,918	\$ 604,385	\$ 2,569,444	21.93%	
Total Revenue Over/Under Expenses	\$ (1,600,420)	\$ 182,814	\$ 847,067		

Explanation of Major Variances:

Monthly Revenue and Expenditure Report
January 31, 2017
(Unaudited)

DEBT SERVICE FUND

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Property Tax	\$ 3,522,138	\$ 631,735	\$ 3,210,857	91.16%	
Interest Income	1,000	332	983	98.27%	
Miscellaneous Receipts		-	4,073		
Total Revenue	\$ 3,523,138	\$ 632,067	\$ 3,215,912	91.28%	
Expenditure Summary					
Fees	\$ 3,500	\$ -	\$ -	0.00%	
Principal	1,922,218	-	-	0.00%	A
Interest	1,583,679			0.00%	A
Transfer Out	1,202,427	-	1,202,427	100.00%	B
Total Expenditures	\$ 4,711,824	\$ -	\$ 1,202,427	\$ 1	
Total Revenue Over/Under Expenses	\$ (1,188,686)	\$ 632,067	\$ 2,013,485		

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

B Transfer proceeds from 2016 Tax Notes to Capital Projects for prepayment of Fire Apparatus

City of Sachse
Monthly Revenue and Expenditure Report
January 31, 2017
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Sales Tax	\$ 691,944	\$ 56,767	\$ 247,861	35.82%	
Other Income	\$ -	\$ -	\$ 502,845		A
Interest Income	3,000	252	1,420	47.34%	
Total Revenue	\$ 694,944	\$ 57,019	\$ 752,126	108.23%	
Expenditure Summary					
Expenditures	688,809	19,952	93,472	13.57%	
Total Expenditures	\$ 688,809	\$ 19,952	\$ 93,472	13.57%	
Total Revenue Over/Under Expenses	\$ 6,135	\$ 37,068	\$ 658,654		

Explanation of Major Variances:

A Proceeds from sale of land

CITY OF SACHSE

2016/2017 SALES TAX ANALYSIS

	Total	General Fund	General Fund	YTD Percent		Total	General Fund	General Fund	YTD Percent
FY 2016	Sales Tax	Sales Tax	Year-To-Date	of Budget	FY 2017	Sales Tax	Sales Tax	Year-To-Date	of Budget
October	156,703	89,540	89,540	7.34%	October	204,011	116,572	116,572	9.56%
November	223,828	127,895	217,435	17.83%	November	269,073	153,748	270,320	19.53%
December	162,793	93,020	310,455	25.46%	December	195,780	111,868	382,188	27.62%
January	198,309	113,314	423,769	34.75%	January	198,694	113,534	495,722	35.82%
February	278,265	159,001	582,769	47.79%	February	295,944	169,102	664,824	48.04%
March	168,935	96,530	679,299	55.70%	March				
April	165,486	94,559	773,858	63.46%	April				
May	269,268	153,860	927,718	76.07%	May				
June	190,617	108,919	1,036,636	85.00%	June				
July	189,206	108,113	1,144,749	93.87%	July				
August	265,824	151,892	1,296,641	106.32%	August				
September	196,876	112,495	1,409,136	115.55%	September				
TOTAL	2,466,111	1,409,136			TOTAL	1,163,502	664,824		
BUDGET		1,219,518			BUDGET		1,383,888		



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3709 **Version:** 1 **Name:** February 20, 2017 Council workshop minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 2/27/2017 **In control:** City Council
On agenda: 3/6/2017 **Final action:**
Title: Approve the minutes of the February 20, 2017 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [02.20.17 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title
February 20, 2017 workshop minutes.

Background
Minutes of the February 20, 2017 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the February 20, 2017 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE
WORKSHOP MEETING MINUTES
FEBRUARY 20, 2017

The City Council of the City of Sachse held a workshop meeting on Monday, February 20, 2017 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Charlie Ross, Council Members Brett Franks, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Director of Public Works and Engineering, Greg Peters; Parks and Recreation Director, Lance Whitworth; Finance Manager, Berna Fitzpatrick; Community Development Director, Dusty McAfee; Fire Chief, Marty Wade; and Police Chief, Bryan Sylvester.

Mayor Felix called the meeting to order at 6:35 p.m.

JUNK VEHICLES: Discuss and provide feedback on proposed revisions to Chapter 9 (Traffic Regulations), Section 7 (Abandoned & Junked Motor Vehicles) of the Code of Ordinances, to modify Junked Vehicle regulations.

Mrs. Nash introduced this item stating that staff in the upcoming months will be bringing forward ordinances for review and possible updating in conjunction with the Comprehensive Plan update. The first of these being the junk vehicle regulations. Staff is seeking feedback on the proposed revisions.

Mr. McAfee presented this item by providing a background, defining junk vehicles and how they are handled through standard operating procedures by staff. Mr. McAfee summarized proposed revisions to the ordinance including common misconceptions on exceptions. Staff is seeking feedback from Council on these revisions along with the preferred grace period option.

The Council discussed the state's one sticker program and how that affects enforcement, the tarping of a vehicle and how to handle different scenarios, and the difference between private and public visibility. A thirty (30) or sixty (60) day grace period option was preferred.

No further comments were made.

COUNCIL CHAMBER AUDIO VISUAL EQUIPMENT: Discuss the Council Chambers audio visual equipment.

Mayor Felix stated due to time left in the work session and since this item is listed on the regular Council agenda, Council will wait and discuss this item in the regular meeting.

ADJOURNMENT: At 7:13 p.m. Mayor Felix adjourned the meeting.

MIKE FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3710 **Version:** 1 **Name:** February 20, 2017 Council meeting minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 2/27/2017 **In control:** City Council
On agenda: 3/6/2017 **Final action:**
Title: Approve the minutes of the February 20, 2017 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [02.20.17 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
February 20, 2017 meeting minutes.

Background
Minutes of the February 20, 2017 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the February 20, 2017 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

FEBRUARY 20, 2017

The City Council of the City of Sachse held a regular meeting on Monday, February 20, 2017 at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Pro Tem Ross, Council Members Brett Franks, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Community Development Director, Dusty McAfee; Parks and Recreation Director, Lance Whitworth; Finance Manager, Berna Fitzpatrick; Director of Public Works and Engineering, Greg Peters; Economic Development Director, Leslyn Blake; Fire Chief, Marty Wade; and Police Chief, Bryan Sylvester.

Mayor Felix opened the meeting at 7:32 p.m.

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

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

17-3680 Accept the Quarterly Budget and Investment Reports for the quarter ended December 31, 2016.

17-3693 Approve the minutes of the February 6, 2017 workshop meeting.

17-3694 Approve the minutes of the February 6, 2017 regular meeting.

Councilman Adams made a motion to approve items 17-3680, 17-3693, and 17-3694 as submitted. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman Franks stated that the Daddy/Daughter event had a great turn out with approximately 150 persons. Councilman Franks thanked staff for putting on such a great event.

Mayor Pro Tem Ross stated that tax forms are still available at the Library while supplies last. The Library will be hosting Workforce Solutions Greater Dallas on March 6 at 1:30 p.m. Also on March 6 at 7:00 p.m. the Library will host Star Gazing with Max Corneau. On Tuesday, March 7 at 6:00 p.m. will be a party for Dr. Seuss, and on Tuesday, March 14 at 1:30 p.m., the Library will host a bike rodeo. Helmets are required. Mayor Pro Tem Ross commented that on a different note, he

recently attended a CERT Training Course and highly recommends anyone to attend. It provides useful information in what to do in a major disaster.

Mayor Felix stated on May 26-29, the Veterans Moving Wall will be here. On Saturday, April 1 the annual Arbor Day Jubilee / Team Up & Clean Up event will take place at City Hall and on Saturday, April 8 the Parks and Recreation Department will hold their annual Easter events including the Easter Egg Scramble, Doggie Bone Hunt, and Flashlight Egg Hunt.

17-3643 Recognize employees for their service to the City of Sachse.

Mayor Felix recognized the following employees:

- James Marple for 15 years of service.
- Katie Munson for employee of the quarter.
- Robert Beauchamp for employee of the year for 2016.

17-3644 Recognize Luke Keefer and Gavin Portillo for being named to the USA National Football Team.

Mayor Felix recognized Luke Keefer and Gavin Portillo, seventh graders at Hudson Middle School for being names to the USA National Football Team. Luke and Gavin were selected to represent the US to play in the International Bowl, which is an official international competition. All games were played at AT&T stadium with more than 500 top U.S. high school and junior high athletes.

CITIZENS INPUT:

Bobby Tillman, 6314 Ben Road, stated the Sachse Historical Society is having their annual meeting on Sunday, March 5 at Charles Smith Funeral Home at 2:00 p.m. There will also be a short caboose ceremony unveiling the new historical marker.

REGULAR AGENDA ITEMS:

17-3692 Discuss the Council Chambers audio visual equipment.

Mrs. Lewis Sirianni presented this item to Council stating that there has been several concerns raised regarding the quality of Council meeting footage being shown on the PEG channel. This item will address lighting, the cameras and projector, the City Secretary's computer, and funding. Mrs. Lewis Sirianni stated that the lighting appears dark, making it difficult to see faces while viewing on the PEG channel. The Council could install additional lighting to improve the display. The display on the PEG channel is also being compressed through the camera's making it difficult to see view. A higher aspect ratio is need on the cameras. Staff is researching where this is occurring through the encoding process. The projector display was initially supposed to have a screen paint applied to the wall. This did not occur. Council could apply screen paint, purchase

new projector and/or projector screen that would be mounted and controlled electronically. The City Secretary computer is currently out of date and needs updated. Staff has been researching compatible of the current software to ensure a smooth transition. Also due to the amount of meetings held monthly, staff would need to ensure an allowable time to perform upgrade. Mrs. Lewis Sirianni stated that the City currently receives PEG funds through the cable franchise fees. These funds are specifically allocated to be used for maintenance or repairs to equipment for the broadcasting of meetings. There are currently sufficient funds to cover these repairs/updates.

The Council discussed the items presented with the consensus to move forward and update the City Secretary's computer and requested to move forward on receiving quotes on lighting including LED lighting, a dropdown projector screen, a new projector, and checking sound quality.

17-3697 Receive an update on the proposed traffic signal and pedestrian crossing improvements on Miles Road at Sachse High School.

Mrs. Nash introduced this item stating that staff will be attending the Garland ISD meeting on February 28 where the ISD will be able to vote on the ILA agreement that will grant 25% funding towards this project. Staff is hopeful that it will be approved.

Mr. Peters presented Council with an overview of the current traffic patterns along Miles Road including the traffic study that was done in 2014. The study included Miles Road, Hunters Ridge Drive, Haverhill Lane, and the entry and exit drives for Sachse High School. Mr. Peters displayed the current campus traffic circulation, observations, traffic study findings, recommended improvements, and the engineering design and construction process. The City advertised the project for bid. The apparent low bid was received from McMahon Contractors. The project partners include Garland ISD (25% funding) and Dallas County (50% funding) along with the City (25% funding). Mr. Peters stated that the goal is to do the project during the summer and completed prior to school starting. The Council will receive in upcoming meetings Interlocal Agreements with Dallas County and Garland ISD for consideration along with awarding the construction contract.

The Council discussed the timeline of the project and the construction process and how it may affect traffic. Mr. Peters commented that it may cause some delays, but staff will do their best to work with the contractor to ensure that it is less disruptive during peak times.

17-3699 Receive an update from the Sachse Historical Society regarding the progress made on planning for the Veterans Moving Wall.

Jim Mathis with the Sachse Historical Society gave an update regarding the progress on the planning for the Veterans Moving Wall. The progress update included where they are on donations, sponsorships, and fundraising as well as working with local groups to help with the landscaping (Garden Club) and other details. He added that they are still searching for a speaker, but have created advertising materials which will include some media print and coverage by Channel 11. Mr. Mathis stated that they continue to meet and work with staff regarding the upcoming event to ensure needs are met.

17-3698 Discuss and consider a proposal from the Friends of Sachse Parks and Recreation to construct a temporary dog park on city property in front of the Sachse Animal Shelter.

Mrs. Nash introduced this item stating that Council will receive two presentations. One from staff and one from the Friends of Sachse Parks and Recreation. Staff is seeking direction from Council on proposed changes.

Mr. Whitworth presented with a review of the March 7, 2016 Council workshop which included the proposed items for the temporary dog park. Staff recently met with representatives from the Friends group. In that meeting, they proposed several changes to the original dog park plan. Mr. Whitworth stated that they will present a request for approval to make these changes.

Chance Lindsey, 3718 Rock House Road, with the Friends of Sachse Parks and Recreation reiterated the initial request from the March 7, 2016 workshop meeting including the proposed layout design of the temporary park using the Sachse Animal Shelter space, the type of fencing, signage, maintenance, parking, operating hours, etc. The outcome of that workshop was that as long as there was no additional cost(s) or staffing to the City, the Friends could pursue fundraising efforts to raise the money needed. Mr. Lindsey stated that Friends group have achieved and surpassed their fundraising goal. The group recently met with staff to discuss concerns and proposed a new alternative layout of the temporary dog park. Mr. Lindsey stated they are asking Council to consider the location, entrance, operating hours, and trial period duration.

Council discussed the items presented for consideration. Concerns from Council included parking, the front entrance location, and irrigation if any of temporary dog park, how it will be monitored, and if successful if there is another location suitable for a permanent location. Council would also like to re-evaluate after four months of opening and determine how it is doing.

Councilman Bickerstaff made a motion to approve the original agreement presented with temporary period beginning April 1, 2017 through October 31, 2017 with an evaluation done in August, 2017, and operating hours being weekends and holiday. Councilman Adams seconded that motion. The motion passed with a 6-1 vote. Councilman King opposed.

EXECUTIVE SESSION: The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation of the purchase, sale, and license of real property generally located in mid-west part of the City of Sachse.

At 9:51 p.m., City Council recessed into Executive Session.

At 10:21 p.m., City Council reconvened back into regular session.

No action was taken.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 10:21 p.m.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3713	Version:	1	Name:	Trepex PP - CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/28/2017	In control:		In control:	City Council
On agenda:	3/6/2017	Final action:		Final action:	
Title:	Approve a preliminary plat application for Trepex Senior Housing from Trepex Construction, generally located east of Miles Road and south of Sewell Elementary, within city limits.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Proposed Plat				

Date	Ver.	Action By	Action	Result
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Title

Preliminary Plat Trepex Senior Housing

Project Information

- Proposal to preliminary plat 1 senior housing lot
- Applicant: Trepex Construction
- Owner: Children's Medical
- Size: Approximately 9.9 acres
- Site Attributes: undeveloped land
- Proposed Use: Senior housing
- Current Zoning: PD (#34) for senior housing
- The Planning & Zoning Commission unanimously recommended approval of the proposed plat on March 6th, 2017.

Staff Recommendation

- Per Staff's technical review, the proposed plat is in compliance with Sachse's subdivision regulations and zoning ordinance.
- Staff recommends approval of the proposed plat, subject to all conditions stipulated by the Building Official & City Engineer.
- Plat approval is not discretionary. If a plat meets all applicable standards and regulations, State law requires the City to approve the plat.



TREPEX SENIOR HOUSING PP

CITY COUNCIL

MARCH 6, 2017

REQUEST

Consider and act on a preliminary plat application for Trepex Senior Housing from Trepex Construction, generally located east of Miles Road and south of Sewell Elementary, within city limits.

PROJECT INFORMATION

- Proposal to preliminary plat 1 senior housing lot
- Applicant: Trepex Construction
- Owner: Children's Medical
- Size: Approximately 9.9 acres
- Site Attributes: undeveloped land
- Proposed Use: Senior Housing
- Current Zoning: PD (#34) for senior housing
- The Planning & Zoning Commission unanimously recommended approval of the proposed plat on February 27th, 2017.

AERIAL MAP



The subject property is generally located east of Miles Road and south of Sewell Elementary, within city limits.

LEGEND

- REF = IRON ROD FOUND
- SET = IRON ROD SET
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- SURVEY ARCHAIC LINE

LINE TABLE

LINE	BEARING	DISTANCE	REMARKS
1	N 89°14'32" E	808.24'	TO CORNER OF TRACT D
2	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
3	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
4	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
5	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
6	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
7	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
8	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
9	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
10	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
11	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
12	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
13	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
14	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
15	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
16	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
17	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
18	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
19	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
20	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
21	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
22	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
23	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
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26	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
27	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
28	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
29	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
30	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
31	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
32	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
33	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
34	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
35	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
36	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
37	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
38	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
39	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
40	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
41	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
42	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
43	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
44	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
45	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
46	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
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55	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
56	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
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58	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
59	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
60	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
61	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
62	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
63	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
64	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
65	S 89°14'32" E	847.14'	TO CORNER OF TRACT D
66	S 89°14'32" E	847	

 RINGLEY & ASSOCIATES, INC. SURVEYING • MAPPING • PLANNING Texas Survey Registration No. 10051JDD 201 S. Tennessee • McKinney, Texas 75069 (972) 342-1266					
Drawn by <i>Mark Smith</i>	Date 12/12/06	Scale 1" = 50'	Job 16090	Title 16090-PP.DWG	Sheet 2 of 2

MONTAGE - CANTARE						
NUMERO	DETA ALIQUOT	PRELUNO	ANALIZADO	CANTARE	PRELUNO	NUMERO UNIFORME
01	27/03/33	46,00	76,00	8 47/31/33	8	80,33
02	27/03/33	46,00	76,00	8 47/31/33	8	80,33
03	27/03/33	46,00	76,00	8 47/31/33	8	80,33
04	27/03/33	46,00	76,00	8 47/31/33	8	80,33
05	27/03/33	46,00	76,00	8 47/31/33	8	80,33
06	27/03/33	46,00	76,00	8 47/31/33	8	80,33
07	27/03/33	46,00	76,00	8 47/31/33	8	80,33
08	27/03/33	46,00	76,00	8 47/31/33	8	80,33
09	27/03/33	46,00	76,00	8 47/31/33	8	80,33
10	27/03/33	46,00	76,00	8 47/31/33	8	80,33
11	27/03/33	46,00	76,00	8 47/31/33	8	80,33
12	27/03/33	46,00	76,00	8 47/31/33	8	80,33
13	27/03/33	46,00	76,00	8 47/31/33	8	80,33
14	27/03/33	46,00	76,00	8 47/31/33	8	80,33
15	27/03/33	46,00	76,00	8 47/31/33	8	80,33
16	27/03/33	46,00	76,00	8 47/31/33	8	80,33
17	27/03/33	46,00	76,00	8 47/31/33	8	80,33
18	27/03/33	46,00	76,00	8 47/31/33	8	80,33
19	27/03/33	46,00	76,00	8 47/31/33	8	80,33
20	27/03/33	46,00	76,00	8 47/31/33	8	80,33
21	27/03/33	46,00	76,00	8 47/31/33	8	80,33
22	27/03/33	46,00	76,00	8 47/31/33	8	80,33
23	27/03/33	46,00	76,00	8 47/31/33	8	80,33
24	27/03/33	46,00	76,00	8 47/31/33	8	80,33
25	27/03/33	46,00	76,00	8 47/31/33	8	80,33
26	27/03/33	46,00	76,00	8 47/31/33	8	80,33
27	27/03/33	46,00	76,00	8 47/31/33	8	80,33
28	27/03/33	46,00	76,00	8 47/31/33	8	80,33
29	27/03/33	46,00	76,00	8 47/31/33	8	80,33
30	27/03/33	46,00	76,00	8 47/31/33	8	80,33
31	27/03/33	46,00	76,00	8 47/31/33	8	80,33
32	27/03/33	46,00	76,00	8 47/31/33	8	80,33
33	27/03/33	46,00	76,00	8 47/31/33	8	80,33
34	27/03/33	46,00	76,00	8 47/31/33	8	80,33
35	27/03/33	46,00	76,00	8 47/31/33	8	80,33
36	27/03/33	46,00	76,00	8 47/31/33	8	80,33
37	27/03/33	46,00	76,00	8 47/31/33	8	80,33
38	27/03/33	46,00	76,00	8 47/31/33	8	80,33
39	27/03/33	46,00	76,00	8 47/31/33	8	80,33
40	27/03/33	46,00	76,00	8 47/31/33	8	80,33
41	27/03/33	46,00	76,00	8 47/31/33	8	80,33
42	27/03/33	46,00	76,00	8 47/31/33	8	80,33
43	27/03/33	46,00	76,00	8 47/31/33	8	80,33
44	27/03/33	46,00	76,00	8 47/31/33	8	80,33
45	27/03/33	46,00	76,00	8 47/31/33	8	80,33
46	27/03/33	46,00	76,00	8 47/31/33	8	80,33
47	27/03/33	46,00	76,00	8 47/31/33	8	80,33

City Secretary _____ Date _____

1. The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerance that may be present due to positional accuracy of the boundary monuments in place.
2. Reference Bearing: The bearings shown hereon are referenced to North 00 deg. 31 min. 33 sec. West along the west line of the Subject Tract and the east right-of-way line of Miles Road as described as "TRACT D" in the deed recorded in Instrument No. 2018000053352, Official Public Records, Dallas County, Texas.
3. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State of Texas statutes and is subject to fines and withholding of utilities and building permits.

OWNER:
CHILDREN'S MEDICAL CENTER
FOUNDATION
1935 Medical District Drive
Dallas, Texas 75235
214-456-3541
Contact: Larry Foust

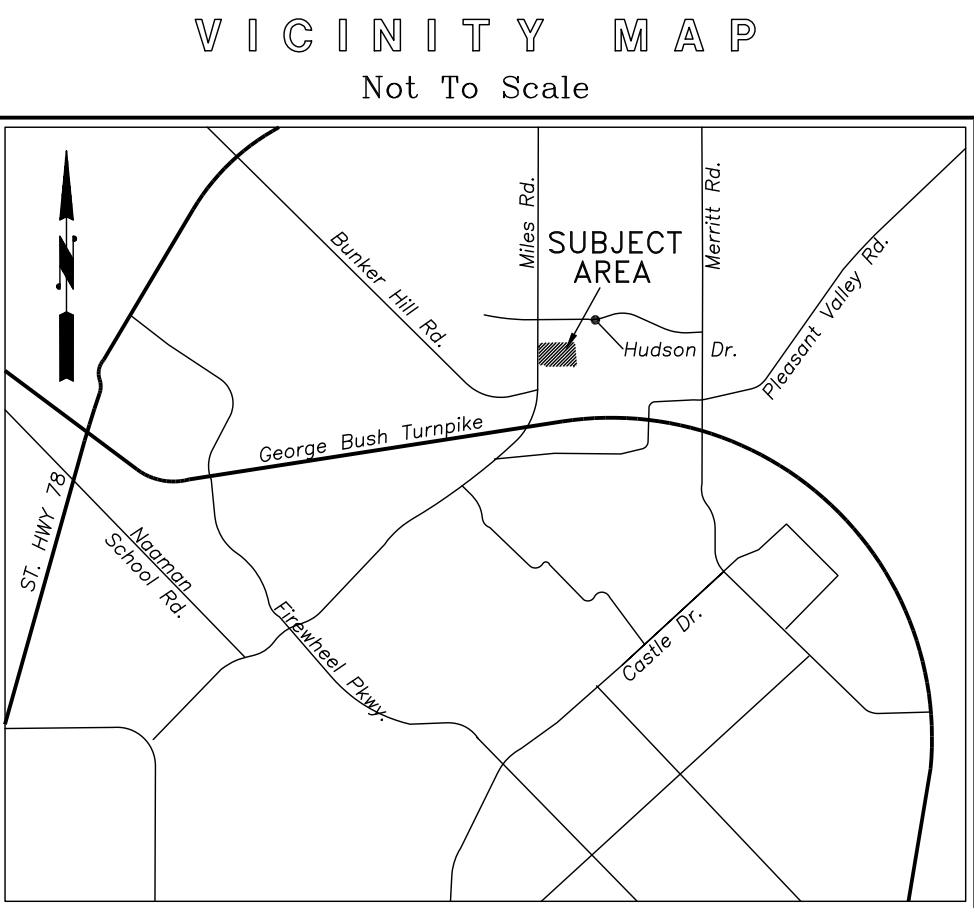
SURVEYOR
RINGLEY & ASSOCIATES, INC.
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1286
Contact: Lawrence H. Ringley

STAFF RECOMMENDATION

- Per Staff's technical review, the proposed plat is in compliance with Sachse's subdivision regulations and zoning ordinance.
- Staff recommends approval of the proposed plat, subject to all conditions stipulated by the Building Official & City Engineer.

√

Plat approval is not discretionary. If a plat meets all applicable standards and regulations, State law requires the City to approve the plat.



LINE	BEARING	DISTANCE
L1	S 89°28'27" W	24.00'
L2	S 21°22'29" W	11.72'
L3	S 48°27'11" E	93.91'
L4	N 21°22'11" E	106.55'
L5	N 21°22'29" E	24.62'
L6	S 89°28'27" W	54.48'
L7	S 44°28'27" W	36.05'
L8	S 89°28'27" W	39.63'
L9	S 89°28'27" W	20.25'
L10	N 89°28'27" E	15.00'
L11	S 00°31'33" E	6.00'
L12	S 89°28'27" W	10.00'
L13	N 00°31'33" W	6.00'
L14	S 00°31'33" E	3.00'
L15	N 89°28'27" W	10.00'
L16	N 00°31'33" W	6.67'
L17	N 00°31'33" W	7.00'
L18	N 89°28'00" E	10.00'
L19	S 00°31'33" E	7.00'
L20	N 00°31'33" W	10.00'
L21	N 89°28'27" E	15.00'
L22	S 00°31'33" E	10.00'
L23	S 00°31'33" E	17.52'

CURVE	DELT. ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	49.00	76.93	N 45°31'53" W	69.30
C2	90°00'00"	49.00	76.93	N 45°31'53" W	69.30
C3	52°26'03"	25.00	22.86	N 63°15'26" W	22.09
C4	52°26'03"	25.00	22.86	N 63°15'26" W	22.09
C5	27°25'31"	25.00	21.06	N 76°48'48" W	20.86
C6	27°25'31"	25.00	11.97	N 76°48'48" W	11.85
C7	27°25'31"	25.00	21.06	N 76°48'48" W	20.86
C8	27°25'31"	25.00	9.59	N 76°48'48" E	9.48
C9	52°26'01"	20.00	18.30	N 63°15'26" E	17.67
C10	52°26'01"	20.00	18.30	N 63°15'26" E	17.67
C11	90°00'00"	25.00	39.27	N 44°28'56" E	35.36
C12	90°00'00"	25.00	39.27	N 44°28'56" E	35.36
C13	27°21'44"	29.28	47.12	N 45°31'53" W	42.43
C14	90°00'00"	30.00	47.12	N 45°31'53" W	42.43



RINGLEY & ASSOCIATES, INC.

SURVEYING • MAPPING • PLANNING
 Texas Firm Registration No. 10061300
 701 S. Tennessee – McKinney, Texas 75069
 (972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Heath	12/12/16	1" = 50'	16080	16080-PP.DWG	1 of 1



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3696	Version:	1	Name:	Atmos Energy Franchise Fee Agreement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/14/2017	In control:		In control:	City Council
On agenda:	3/6/2017	Final action:		Final action:	
Title:	Consider an ordinance granting to Atmos granting to Atmos Energy Corporation, Mid-Tex Division, a franchise to furnish, transport and supply gas to the general public in the City of Sachse, Dallas County, Texas for the transporting, delivery, sale, and distrubtion of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of public rights-of-way; repealing all previous Atmos Energy Gas ordinances; providing that it shall be in lieu of other fees and charges, excepting Ad Valorem Taxes; prescribing the terms, conditions, obligations, and limitations under which such franchise shall be exercised.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance				

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

Title

Atmos Energy Franchise Agreement

Background

The franchise agreement with Atmos Energy is currently up for renewal. The City Charter specifies the following:

Sec. 10.02 - ORDINANCE GRANTING FRANCHISE

(1) A summary of an ordinance granting, renewing, extending or amending a public service or utility franchise, shall be read at one meeting of the city council and also be available for public review at one additional meeting and shall not take effect until thirty (30) days after the second meeting. Within fifteen (15) days following the first reading of the ordinance summary, the ordinance summary shall be published once in a newspaper of general circulation in the city. The expense of such publication shall be borne by the prospective franchisee.

(Election of May 7, 1994)

- (2) No franchise shall be granted for a term of more than twenty (20) years from the date of the grant, renewal or extension of any franchise.
- (3) No franchise may be exclusive.

Policy Considerations

None.

Budgetary Considerations

Payments will now be received quarterly.

Staff Recommendations

Conduct first reading. The Council will consider the adoption of the ordinance at the March 20 meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, GRANTING TO ATMOS ENERGY CORPORATION, MID-TEX DIVISION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO FURNISH, TRANSPORT AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF SACHSE, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; REPEALING ALL PREVIOUS ATMOS ENERGY GAS FRANCHISE ORDINANCES; PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; A MOST FAVORED NATIONS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Grant of Authority

A. The City of Sachse, Texas, herein after called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos" or "Company," its successors and assigns, consent to use and occupy City's present and future Public Rights-of-Way for the purpose of laying, maintaining, constructing, protecting, operating, and replacing the System needed and necessary to deliver, transport and distribute gas in, out of, and through City and to sell gas to persons, firms, and corporations, including all the general public, within City's corporate limits.

B. Said privilege and license being granted by this Ordinance is for a term ending December 31, 2036.

C. The provisions set forth in this Ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within City, hereinafter sometimes referred to as the "Franchise." In granting this Franchise, City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of City's present or future generally applicable ordinances. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in City shall be in full force and effect and subject to the exercise thereof by City at any time.

SECTION 2. Definitions

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

A. “Affiliate”, in relation to Company, means a Person that controls, is controlled by, or is under common control with Company. As used in this definition, the term “control” means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such Person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.

B. “City” means the City of Sachse, a Texas home rule municipality located in Dallas County, Texas.

C. “City Council” means the City Council of the City of Sachse.

D. “City Manager” means City’s city manager, or designee.

E. “Code of Ordinances” means the Code of Ordinances of the City of Sachse, Texas, as adopted pursuant to Ordinance No. 672, adopted on May 16, 1988, and all amendments thereto adopted before and after the effective date of this Ordinance.

F. “Company” shall mean Atmos Energy Corporation, Mid-Tex Division, its successors and assigns, but does not include an Affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 18.

G. “Gross Revenues” shall mean:

- (1) all revenues received by Company from the sale of gas to all classes of customers (excluding gas sold to another gas utility in City for resale to its customers within City) within the corporate limits of City;
- (2) all revenues received by Company from the transportation of gas through the System of Company within City’s incorporated limits to customers located within City’s incorporated limits (excluding any gas transported to another gas utility in City for resale to its customers within City);
- (3) the value of gas transported by Company for Transport Customers through the System of Company located in City’s Public Rights-of-Way (“Third Party Sales”) (excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Company’s monthly Weighted Average

Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time that the transportation service is performed; and

- (4) “Gross Revenues” shall also include fees paid pursuant to this agreement, revenues billed but not ultimately collected or received by Company, and the following miscellaneous charges: charges to connect, disconnect, or reconnect gas, contributions in aid of construction (“CIAC”), and charges to handle returned checks from consumers within City.
- (5) “Gross Revenues” shall not include:
 - (a) the revenue of any Affiliate or subsidiary of Company;
 - (b) sales taxes;
 - (c) any interest or investment income earned by Company; and
 - (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within City’s Public Right-of-Way.

H. “In the City” or “within the City” are phrases which mean a location or area with City’s incorporated boundaries or limits, commonly known as “City limits”.

I. “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include City or any employee, agent, servant, representative or official of City.

J. “Public Facility” shall mean all present and future water lines, sanitary sewer lines, storm sewer lines, communication lines, irrigations lines, and any other line under jurisdiction and control of City.

K. “Public Right-of-Way” shall mean all present and future land used as public streets, avenues, highways, alleys, sidewalks, boulevards, drives, tunnels, drainage ways, easements dedicated by plat or other instrument for use by public utilities (not including easements owned by City for use by City’s utilities), bridges, and other such similar passageways, thoroughfares and public ways under the jurisdiction and control of City.

L. “System” or “System Facilities” shall mean all of Company’s pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, and all other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas, located in the Public Right-of-Way within the City.

M. “Transport Customer” shall mean any Person for which Company transports gas through the System of Company within City’s Public Rights-of-Way for delivery within the City (excluding other gas utilities in City who resell gas to their customers within the City).

SECTION 3. Conditions of Occupancy

A. Except where inconsistent with this Ordinance, all construction and the work done by Company, and the operation of its business, under and by virtue of this Ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be amended or adopted by City relating to the use of its Public Rights-of-Way, including but not limited to the City’s Code of Ordinances, as amended or succeeded from time to time. This Ordinance shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal Law.

B. Company shall attempt to utilize the alleys of City insofar as is reasonably practicable in conducting its work and activities hereunder. Notwithstanding the foregoing, however, Company may, when reasonably necessary, utilize the streets and other Public Rights-of-Way to perform such work and activities. Company shall not be required to locate or relocate facilities to a depth of greater than four (4) feet unless otherwise required by City to avoid conflicts with pre-existing facilities, or facilities that are to be either installed or relocated as part of a City public improvement project.

C. Upon request, Company shall identify for City the location of its System Facilities located in the City. All maps temporarily provided by Company to City shall be confidential when clearly identified as such by Company when provided to City, and will be provided solely for City’s use. City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information City is required to release by law. City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If City receives a request under the Texas Public Information Act that includes Company’s previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows City to withhold the information.

SECTION 4. Abandonment of Right-of-Way

A. If City abandons any portion of the Public Rights-of-Way in which Company has facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section 9, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public

Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section 5, for relocating, its System from such Public Right-of-Way, as directed by City.

B. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 5. Laying of Lines in Advance of Public Improvements and Relocation of Company's Facilities

A. Whenever City decides to make any public improvements in any Public Right-of-Way in which mains and pipes already exist or in which Company may propose to lay its mains or pipes, Company will be provided the opportunity, at no expense to City, in advance of such public improvements, to renew such mains or pipes, if defective or inadequate in size, and to lay service lines, or renew same, if inadequate in size or defective, to the property lines where buildings are already located, provided such activities do not delay City's public improvements.

B. Company shall be given written notice of the intention of City to make major public improvements to any Public Facility, including but not limited to pavements, sidewalks, water lines, sanitary sewer lines, storm sewer lines, and communications lines, in any such Public Right-of-Way. Within ninety (90) days from receipt of such notice, Company shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work to relocate or adjust its lines and facilities to accommodate City's public improvements and complete such work in a timely manner, with a maximum timeframe of three (3) months in order to preclude the delay of said public improvements, at no cost to City unless such improvements are for the primary purpose of beautification or for the benefit of a private developer. Company shall take reasonable measures to ensure uninterrupted service to its customers and shall reconnect all customer service lines disconnected in the normal course of construction at its own expense. Company shall be required to obtain a permit for all new and all relocated installations, except in response to an emergency or in response to a request for initiation of new service. Company shall obtain a permit for emergency work as soon as possible after the commencement of such work in accordance with City ordinances, rules, and regulations.

C. When Company is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when

Company is required by City to perform relocation. City shall not require that Company document request for reimbursement to City as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and federal law. Notwithstanding the foregoing, City shall have the right to request other project documentation to the full extent provided by law.

D. When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company's costs and expenses shall be included in any application by City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. If City has knowledge of Company's eligibility for reimbursement, City shall provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within thirty (30) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities.

SECTION 6. Extensions for Customers

Company shall extend distribution mains in any street up to one hundred (100) feet for any one residential or commercial customer so long as the customer at a minimum uses gas for unsupplemented space heating and water heating. Company shall not be required to extend transmission mains in any Public Rights-of-Way within City or to make a tap on any transmission main within City unless Company agrees to such extension by a written agreement between Company and a customer.

SECTION 7. Duty to Serve

Company hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for Company to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council or its designee, said hearing to be held within forty-five (45) days from the date of the request for hearing. The City Council may order Company to provide service or take any other action necessary to bring Company into compliance with the intent of the City Council in granting this Franchise, including the adoption of an ordinance or resolution in accordance with Section 15.B. The City Council shall render its opinion at its next regular meeting but in no event shall it be required to act in less than seven (7) days.

SECTION 8. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor; and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with City copies of its current tariffs, schedules or rates and charges, customer service provisions, and line extension policies. The rates and charges collected from its customers

in the City shall be subject to revision and change by either City or Company in the manner provided by law.

SECTION 9. Payments to City

A. In consideration of the privilege and license granted by City to Company to use and occupy the Public Rights-of-Way in the City for the conduct of its business, Company, its successors and assigns, agrees to pay, and City agrees to accept, such franchise fees in the amount and manner described herein. Such payments shall be made on a quarterly basis, on or before the forty-fifth (45th) day following the end of each calendar quarter. The franchise fee shall be a sum of money that shall be equivalent to five percent (5%) of the quarterly Gross Revenues, as defined in Section 2.E., for the preceding calendar quarter and shall be for the rights and privileges during the preceding quarter. The initial payment provided under this Ordinance shall be due on or before May 15, 2017, based on the preceding calendar quarter (January 1, 2017 to March 31, 2017) and shall be for the right and privilege during the preceding calendar quarter (January 1, 2017 to March 31, 2017). The final payment provided under this Ordinance shall be due on or before February 15, 2037, and will be for the right and privilege during the preceding calendar quarter (October 1, 2036 to December 31 2036). The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2018 and will be based on the calendar year January 1 through December 31, 2017. The final CIAC franchise fee amount will be paid on or before April 30, 2037, and will be based on the calendar year January 1 through December 31, 2036.

B. It is also expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. Except, however, Company's separate obligation to reimburse City for City's reasonable rate case expenses and for street repairs or other damage to Public Facilities caused by Company's employees or contractors in accordance with City's ordinances are not affected by Company's payment of franchise fees hereunder. Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of occupation taxes, licenses, fees, street or alley rentals or charges, easements or franchise taxes, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay such occupation taxes, licenses, charges, fees or rentals.

C. If Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest at the current prime rate per annum from such due date until payment is received by City.

D. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by City, which notice shall include a map and

addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers newly located into or out of the City as the result of City's annexation or disannexation no later than sixty (60) days after receipt of notice from City. Company shall not be required to begin including payment for such newly annexed customers in the Franchise Fee payment until the first Franchise Fee payment due following the 60th day after Company receives notice of the annexation from City. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments.

E. *Atmos Energy Franchise Fee Recovery Tariff.*

- (1) Atmos Energy may file with City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this Ordinance.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which City has intervened, City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. *Lease of System Facilities within Public Rights-of-Way.* Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of the System Facilities within the Public Rights-of-Way provided: (i) Atmos Energy first notifies City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the System Facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 9 of this Ordinance. This authority to Lease the System Facilities within Public Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees, access line fees, or similar Public Right-of-Way user fees.

SECTION 10. Effect of Other Municipal Franchise Ordinance Fess Accepted and Paid by Company

A. If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, which municipal franchise ordinance determines

the franchise fee owed to that municipality for the use of its Public Rights-of-Way in a manner that, if applied to City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Company to City pursuant to this Ordinance shall be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City.

B. City acknowledges that the exercise of this right is conditioned upon City's acceptance of all terms and conditions of the other municipal franchise *in toto*. City may request waiver of certain terms and Company may grant, in its reasonable discretion, such waiver.

SECTION 11. Books and Records

A. Company agrees that at the time of each quarterly payment, Company shall also submit to City a statement showing its Gross Revenues for the preceding calendar quarter as defined in Section 2.E. City shall be entitled to treat such statement as though it were sworn and signed by an officer of Company.

B. City may, if it sees fit, upon reasonable notice to Company, have the books and records of Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein. Company shall make available to the auditor such personnel and records as City may in its reasonable discretion request in order to complete such audit, and shall make no charge to City therefor. Company shall assist City in its review by providing all requested information no later than fifteen (15) days after receipt of a request. The cost of the audit shall be borne by City unless the audit discloses that Company has underpaid the franchise fee by 10% or more, in which case the reasonable costs of the audit shall be reimbursed to City by Company. If such an examination reveals that Company has underpaid City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section 9.C. Should Company determine through examination of its books and records that City has been overpaid, upon receipt of written notification from Company regarding the existence of such overpayment, City shall review Company's claim and if said overpayment is confirmed, remit the amount of overpayment to Company.

C. If, after receiving reasonable notice from City of City's intent to perform an audit as provided herein, Company fails to provide data, documents, reports, or information required to be furnished hereunder to City, or fails to reasonably cooperate with City during an audit conducted under the terms hereunder, Company shall be liable for payment of a fee as set forth herein. City shall give Company written notice of its intent to impose a fee and shall provide Company with a period to cure its failure, such period not to exceed five (5) working days. If Company fails to cure the alleged failure within the prescribed time period, Company's alleged failure to comply shall be heard at a public meeting of the City Council. Company shall be given written notice of the public meeting no later than five (5) calendar days prior to the posting date of the agenda for the City Council meeting at which such failure is scheduled to be considered by the Council. The notice to Company shall include a list of the failures complained of. Company shall have an

opportunity to address the Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of City that finds and determines a failure of Company to comply with the requirements of this Section, such failure may be treated as a material violation under Section 15.

SECTION 12. Reservation of Rights: General

A. City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Company's System in good repair throughout the term of this Ordinance.

B. The rights, privileges, and Franchise granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other Person for the purpose of furnishing gas within the City.

C. City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for City and customers at locations within the City.

D. Nothing herein shall impair the right of City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of City as same now exists or as such limits may be extended from time to time hereafter.

SECTION 13. Right to Indemnification, Legal Defense and to be Held Harmless

A. In consideration of the granting of this Franchise, Company agrees to indemnify, defend and hold harmless City, its officers, agents, and employees (City and such other persons and entities being collectively referred to herein as "Indemnitees"), from and against all suits, actions or claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's intentional and/or negligent acts or omissions in connection with Company's construction, reconstruction, maintenance, repair, use, operations, or dismantling of System or Company's provision of service.

B. By entering into this Ordinance, City does not consent to suit, waive any governmental immunity available to City under Texas law or waive any of the defenses of the parties under Texas law.

C. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the

same with legal counsel selected by Company; provided, however, that Company shall not admit liability in any such matter on behalf of the Indemnitees without their written consent and, provided further, that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Company. Company's obligation to defend shall apply regardless of whether City is solely or concurrently negligent provided that Indemnitees may be held responsible for the cost of such defense paid for by Company. The Indemnitees shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 13. Nothing herein shall be deemed to prevent the Indemnitees at their election and at their own expense from cooperating with Company and participating in the defense of any litigation by their own counsel. If Company fails to retain defense counsel within seven (7) business days after receipt of Indemnitee's written notice that Indemnitee is invoking its right to indemnification under this Ordinance, Indemnitees shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all reasonable defense costs incurred by Indemnitees.

SECTION 14. Insurance

Company will maintain insurance in accordance with City's Right-of Way Ordinance, as amended or succeeded. Notwithstanding, such insurance may be in the form of self-insurance to the extent permitted by applicable law, under an approved formal plan of self-insurance maintained by Company in accordance with sound accounting and risk-management practices. A certificate of insurance shall be provided to City. Company will require its self-insurance to respond to the same extent as if an insurance policy had been purchased naming City as an additional insured, and any excess coverage purchased solely for the purpose of insuring Company's obligations under this Ordinance will name City as an additional insured up to the amounts required by City's ordinance.

SECTION 15. Termination

A. Right to Terminate. In addition to any rights set out elsewhere in this Ordinance, City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that Company violates any material provision of the Franchise.

B. Procedures for Termination.

- (1) City may, at any time, terminate this Franchise for a continuing material violation by Company of any of the substantial terms hereof. In such event, City shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to Company at the address set forth in Section 22 hereof. Company shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's Franchise is subject to termination under the following provisions. Provided, however, that, if Company commences work or other efforts to cure such violations within

thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the Franchise will not be terminated.

- (2) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. Company shall be provided at least fifteen (15) days prior written notice of any public hearing concerning the termination of the Franchise. In addition, ten (10) days' notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by Company.
- (3) City, after full public hearing, and upon finding material violation or failure to comply, may terminate the Franchise or excuse the violation or failure to comply, upon a showing by Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.
- (4) Nothing herein stated shall preclude Company from appealing the final decision of the City Council to a court or regulatory authority having jurisdiction.
- (5) Nothing herein stated shall prevent City from seeking to compel compliance by suit in any court of competent jurisdiction if Company fails to comply with the terms of this Franchise after due notice and the providing of adequate time for Company to comply with said terms.

SECTION 16. Renegotiation

If either City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Franchise.

SECTION 17. No Third-Party Beneficiaries

This Ordinance is made for the exclusive benefit of City and Company, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

SECTION 18. Successors and Assigns

A. The rights granted by this Ordinance inure to the benefit of Company. Company may, without consent by City, transfer or assign the rights granted by this Ordinance to an Affiliate of Company provided that such Affiliate assumes all obligations of Company hereunder and is bound to the same extent as Company hereunder, and has net capital and liquid assets reasonably

equivalent to Company's as of the month immediately preceding the transfer or there are provided other guarantees or assurances of the transferee's or assignee's financial ability to perform this Ordinance reasonably acceptable to City. Company shall give City written notice thirty (30) days prior to such assignment.

B. City will have the right to approve the transfer or assignment of this Franchise except as provided in Section 18.A., provided that City may not unreasonably withhold or delay approval to a transfer or assignment of this Franchise. City shall not be obligated to approve any assignment if the assignee or transferee is materially weaker than Company. For the purpose of this Section 18.B., "materially weaker" means that the long term unsecured debt rating of the assignee or transferee is less than investment grade as rated by both Standard & Poor's Ratings Group, a division of McGraw Hill, Inc. or its successor ("S&P") and Moody's Investors Service, Inc. or its successor ("Moody's"). If the long term unsecured debt rating of the assignee or transferee is not rated by S&P and Moody's or, if rated, such rating is materially weaker than that of Company, City agrees to request and review such additional documents and information reasonably related to the transaction and the legal, financial and technical qualifications of the assignee or transferee, and that said approval shall not be withheld solely on the basis of such ratings, or the lack of such ratings. Any such assignment or transfer shall require that said assignee or transferee assume all obligations of Company to be bound to the same extent as Company hereunder. If within the first ninety (90) days after assignment or transfer to assignee or transferee, City identifies a failure to comply with a material provision of this Franchise, City shall have the right, after notice and opportunity for hearing before Council, to terminate this Franchise.

SECTION 19. Compliance with Laws, Charter and Ordinances

This Franchise is granted subject to the laws of the United States of America and its regulatory agencies and commissions and the laws of the State of Texas, the Sachse City Charter, as amended, and all other generally applicable ordinances of the City of Sachse, not inconsistent herewith, including, but not limited to, ordinances regulating the use of Public Rights-of-Way.

SECTION 20. Force Majeure

Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event either City or Company is unable to comply with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which such party is so prevented shall not be counted against such party for any reason. The term "force majeure" as used herein shall mean any cause not reasonably within the control of the party unable to comply with its obligation or undertaking hereunder and includes, but is not limited to, acts of God, strikes, lock-outs, wars, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakage or accident to machinery or lines of pipe, inability to obtain or delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Ordinance.

SECTION 21. Previous Ordinances

When this Ordinance becomes effective, all gas franchise ordinances and parts of franchise ordinances applicable to Company or its predecessors in interest granted by the City of Sachse, Texas, are hereby repealed.

SECTION 22. Notices

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

If intended for City:

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

With a copy to:

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

If intended for Company:

Manager of Public Affairs
Atmos Energy Corp.
Mid-Tex Division
1310 Highway 66
Garland, Texas 75040

SECTION 23. Paragraph Headings, Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION 24. Severability

This Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby.

SECTION 25. No Waiver

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION 26. Acceptance

A. In order to accept the Franchise granted herein, Company must file with the City Secretary its written acceptance of this Ordinance within sixty (60) days after the City provides written notice to Company of this Ordinance's final passage and approval by City (the "City Adoption Notice"). Article X of the City Charter shall apply to the provisions of this Ordinance. Company shall pay all publication expense regarding legal notifications of the provisions of this Ordinance as required by Section 10.02 of the City Charter.

B. At 11:59 P.M. on December 31, 2036, all rights, franchises and privileges herein granted, unless they have already at that time ceased or been forfeited or extended by mutual agreement while a new franchise is being negotiated, shall at once cease and terminate.

SECTION 27. Effective Date

This Ordinance shall become effective on April 19, 2017

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2017.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(10-18-2016/80712)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3706	Version:	1	Name:	Junked Vehicles Ordinance
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/22/2017	In control:		In control:	City Council
On agenda:	3/6/2017	Final action:		Final action:	
Title:	Consider an ordinance amending Chapter 9 titled "Traffic Regulations" by amending Section 9-7 titled "Abandoned and Junked Motor Vehicles" by setting forth new regulations.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Ordinance				

Date	Ver.	Action By	Action	Result
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Title

Amending Abandoned & Junked Vehicles regulations

Why We Are Here

- Opportunity to clean-up the procedural language of the 1971 ordinance to reflect current State law, especially in regard to the sticker changes from 2015
- Public input from the Comprehensive Plan identified curb appeal as an improvement opportunity for Sachse
- The draft Plan recommends the Junked Vehicle ordinance as one of many code enforcement related ordinances to be reviewed
- In the past the full extent of the ordinance may have not been enforced entirely
- Future enforcement will be the full extent of the ordinance while maintaining a respectful methodology

Recommendation

- ✓ Police, Code Compliance, Legal, and Planning have all reviewed the proposed changes
- ✓ As directed by Council, the sticker must be expired more than 30 days before it's a violation
- ✓ Staff recommends approval of the proposed revisions to the Junked Vehicles ordinance



JUNKED VEHICLES

CITY COUNCIL

MARCH 6, 2017

REQUEST

Discuss and act on proposed revisions to Chapter 9 (Traffic Regulations), Section 7 (Abandoned & Junked Motor Vehicles) of the Code of Ordinances, to modify Junked Vehicle regulations.

WHY WE ARE HERE

- Opportunity to clean-up the procedural language of the 1971 ordinance to reflect current State law, especially in regard to the sticker changes from 2015
- Public input from the Comprehensive Plan identified curb appeal as an improvement opportunity for Sachse
- The draft Plan recommends the Junked Vehicle ordinance as one of many code enforcement related ordinances to be reviewed
- In the past the full extent of the ordinance may have not been enforced entirely
- Future enforcement will be the full extent of the ordinance while maintaining a respectful methodology

RECOMMENDATION

- ✓ Police, Code Compliance, Legal, and Planning have all reviewed the proposed changes
- ✓ As directed by Council, the sticker must be expired more than 30 days before it's a violation
- ✓ Staff recommends approval of the proposed revisions to the Junked Vehicles ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9 TITLED "TRAFFIC REGULATIONS" BY AMENDING SECTION 9-7 TITLED "ABANDONED AND JUNKED MOTOR VEHICLES" BY SETTING FORTH NEW REGULATIONS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 9 titled "Traffic Regulations", by amending Section 9-7 titled "Abandoned and junked motor vehicles", to read as follows:

"Chapter 9

TRAFFIC REGULATIONS

...

Sec. 9-7. Abandoned and junked motor vehicles.

A. *Definitions.* For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

- (1) *Abandoned motor vehicle.* A motor vehicle that:
 - (a) Is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours; or
 - (b) Has remained illegally on public property for more than 48 hours; or
 - (c) Has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours; or
 - (d) Has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours; or
 - (e) Has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike

Authority Division of the Texas Department of Transportation or a controlled access highway; or

- (f) Is considered an abandoned motor vehicle under V.T.C.A., Transportation Code § 644.153(r).

Antique vehicle. A passenger car or truck that is at least 25 years old.

Inoperable. Means not capable of being used or operated due to legal or mechanical incapability.

Junked vehicle. A vehicle that is self-propelled and:

- (1) Displays an expired/invalid motor vehicle registration certificate, or does not display a motor vehicle registration;
- (2) Is:
 - (a) Wrecked, dismantled, or partially dismantled, or discarded; or
 - (b) *Inoperable* and has remained inoperable for more than:
 - 1. Seventy-two (72) consecutive hours, if the vehicle is on public property; or
 - 2. Thirty (30) consecutive days, if the vehicle is on private property.

Motor vehicle. A vehicle that is subject to registration under V.T.C.A. Transportation Code, ch. 501, as amended or superseded.

Motor vehicle collector: A person who:

- (1) Owns one or more antique or special interest vehicles; and
- (2) Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Outboard motor. An outboard motor subject to registration under V.T.C.A., Parks and Wildlife Code, ch. 31, as amended or superseded.

Special interest vehicle: A motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Watercraft. A vessel subject to registration under V.T.C.A., Parks and Wildlife Code ch. 31, as amended or superseded.

B. *Public nuisance.* A junked vehicle, including a part of a junked vehicle that is visible at any time of the year from a public place or public right-of-way:

- (1) Is detrimental to the safety and welfare of the public;
- (2) Tends to reduce the value of private property;
- (3) Invites vandalism;
- (4) Creates a fire hazard;
- (5) Is an attractive nuisance creating a hazard to the health and safety of minors;
- (6) Produces urban blight adverse to the maintenance and continuing development of the city; and
- (7) Is a public nuisance.

C. *Offense.*

- (1) A person commits an offense if the person maintains a public nuisance described by Section A of this article.
- (2) An offense under this division is a misdemeanor punishable by a fine not to exceed \$200.00.

D. *Procedure for disposition of junked vehicle.* The procedure for the abatement and removal of a junked vehicle thereof as a public nuisance from private property, public property, or public right-of-way shall be as follows:

- (1) *Notice.* After a determination is made by the City Manager or his/her designee, or other appropriate city employee (each such person being a regularly salaried, full time employee of the city) that a particular vehicle is a junked vehicle, or after an order is issued by the municipal court pursuant to subsections D(2) and D(3) of this article, there shall be provided not less than ten days' notice of the nature of the nuisance.
 - (a) Such notice must be personally delivered or sent by certified mail with a five-day return requested to:
 1. The last known registered owner of the nuisance;
 2. Each lienholder of record of the nuisance; and

3. The owner or occupant of:
 - i. the property on which the nuisance is located; or
 - ii. if the nuisance is located on a public right-of-way, the property adjacent to the right-of-way.

If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered. If the notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.

(b) The notice must state that:

1. The nuisance must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed;
2. Any request for a hearing must be made before that ten (10) day period expires;
3. If the vehicle is not removed and abated within the said ten (10) day period, a public hearing will be held on the abatement and removal (which hearing, if requested by a person for whom notice is required under subsection (1)a.3 shall not be earlier than the 11th day after the date of the service of the notice); and
4. The date, time and place of the hearing (if known at the time the notice is sent).

(2) *Hearing.*

- (a) If the junked vehicle is not removed and abated within the prescribed time period, the municipal court judge of the city shall hold a public hearing on the abatement and removal of the junked vehicle. At the hearing, the municipal court judge shall hear and consider all relevant evidence, objections or protests and shall receive testimony from owners, witnesses, city personnel and interested persons relative to such alleged public nuisance. The hearing may be continued from time to time.
- (b) At the hearing, the junked motor vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.
- (c) Following the hearing, the municipal court judge shall consider all evidence and determine whether the vehicle or any part thereof,

constitutes a public nuisance as alleged. If the municipal court judge finds that a public nuisance does exist and that there is sufficient cause to abate the nuisance, and that the notice requirements provided in this article have been met, the municipal court judge shall make a written order setting forth the judge's findings and ordering that the nuisance be abated.

- (d) If the information is available at the location of the nuisance, the order requiring removal of the nuisance must include the vehicle's:
 - 1. Description;
 - 2. Vehicle identification number; and
 - 3. License plate number.

In addition, the order must state that the vehicle will be disposed of in accordance with the Texas Transportation Code.

- (e) The relocation of a junked vehicle that is a public nuisance to another location within the corporate limits of the city after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.

(3) *Abatement of nuisance.*

- (a) In the event the municipal court judge orders abatement of the nuisance, the city or any duly authorized person may abate such public nuisance by removal and disposal of the junked vehicle.
- (b) Not later than the 5th day after the date of the removal, notice identifying the vehicle or part of the vehicle must be given to the Texas Department of Transportation.

E. *Junked vehicles need not to be reconstructed or made operable after removal.* After any junked vehicle has been removed under the authority of this article, it shall not be reconstructed or made operable again.

F. *Disposal of junked vehicles.* Any junked vehicle taken into custody by the city, or any duly authorized person pursuant to this article, shall be disposed of in accordance with application provisions of V.T.C.A., Transportation Code ch. 683, as amended or superseded.

G. *Application.* The provisions of this article shall apply to a vehicle or vehicle part that is:

- (1) Completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
- (2) Stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
 - (a) Maintained in an orderly manner;
 - (b) Not a health hazard; and
 - (c) Screened from ordinary public view by appropriate means, including a fence. For purposes hereof, a car cover is not an appropriate means to screen a vehicle or vehicle part.

H. *Enforcement.*

- (a) Any regularly salaried, full-time city employee is authorized to enforce this article. Such employee may issue a warning or a citation before issuing a notice.
- (b) Upon conviction on a citation issued under this article, the municipal court judge shall order that the vehicle be abated and removed within a prescribed period of time, subject to the terms and provisions of this article.
- (c) The enforcement remedies authorized under this article shall not be deemed exclusive, and the city reserves the right to seek any enforcement remedy available at law, in equity, or otherwise. The failure of the city to seek enforcement of this article by any means provided for hereunder shall not foreclose the enforcement of this article by any other means.

I. *Taking into custody.* The police department of the city may take into custody an abandoned motor vehicle, watercraft, or outboard motor found on public or private property. The police department may use its own personnel, equipment, and facilities or contract for other personnel, equipment, and facilities, to remove, preserve, store, send notice regarding, and dispose of an abandoned motor vehicle, watercraft or outboard motor it takes into custody.

J. *Notice.* The police department shall send notice of abandonment of a vehicle, watercraft, or outboard motor taken into custody to:

- (1) The last known registered owner of each motor vehicle, watercraft, or outboard motor (i) taken into custody by the police department, or (ii) for which a report is received pursuant to V.T.C.A., Transportation Code § 683.031, as amended or superseded; and

- (2) Each lienholder recorded under V.T.C.A, Transportation Code, ch. 501 (as amended or superseded) for the motor vehicle or under V.T.C.A., Parks and Wildlife Code ch. 31, (as amended or superseded), for the watercraft or outboard motor.

K. *Contents of notice.* The notice under section J must:

- (1) Be sent by certified mail not later than the 10th day after the date the police department:
 - (a) Takes the abandoned motor vehicle, watercraft, or outboard motor into custody; or
 - (b) Receives the garagekeeper's report under V.T.C.A., Transportation Code § 683.031;
- (2) Specify the year, make, model, and identification number of the abandoned motor vehicle, watercraft, or outboard motor;
- (3) Give the location of the facility where the abandoned motor vehicle, watercraft, or outboard motor is being held;
- (4) Inform the owner and lienholder of the right to claim the abandoned motor vehicle, watercraft, or outboard motor not later than the 20th day after the date of the notice on payment of:
 - (a) Towing, preservation, and storage charges; or
 - (b) Garagekeeper's charges and fees under V.T.C.A., Transportation Code, § 683.032, and if the vehicle is a commercial motor vehicle impounded under V.T.C.A., Transportation Code § 644.153(q) (as amended or superseded), the delinquent administrative penalties and costs; and
- (5) State that failure of the owner or lienholder to claim the abandoned motor vehicle, watercraft, or outboard motor during the period specified by subsection K(4) is:
 - (a) A waiver by that person of all right, title, and interest in the item; and
 - (b) Consent to the sale of the item at a public auction.

L. *Notice by publication.* Notice by publication in one newspaper of general circulation in the city is sufficient notice under this division if:

- (1) The identity of the last registered owner cannot be determined;
- (2) The registration has no address for the owner; or

- (3) The determination with reasonable certainty of the identity and address of all lienholders is impossible.

Notice by publication (i) must be published in the same period that is required by section K for notice by certified mail and contain all of the information required by that section, and (ii) may contain a list of more than one abandoned motor vehicle, watercraft, or outboard motor.

M. *Storage fees.* The police department or the agent of the police department that takes into custody an abandoned motor vehicle, watercraft, or outboard motor is entitled to reasonable storage fees:

- (1) For not more than ten (10) days, beginning on the day the item is taken into custody and ending on the day the required notice is mailed; and
- (2) Beginning on the day after the day the police department mails notice and ending on the day accrued charges are paid and the vehicle, watercraft, or outboard motor is removed.

N. *Auction or use of abandoned items; waiver of rights.*

- (1) If an abandoned motor vehicle, watercraft, or outboard motor is not claimed after providing the required notice as set forth in this Chapter:
 - (a) The owner or lienholder:
 1. Waives all rights and interests in the item; and
 2. Consents to the sale of the item by public auction or the transfer of the item, if a watercraft, as provided in V.T.C.A., Transportation Code, § 683.014(d), (as amended or superseded); and
 - (2) The police department may sell the item at a public auction, transfer the item, if a watercraft, as provided in V.T.C.A., Transportation Code § 683.014(d), (as amended or superseded), or use the item as provided by section O of this article.
 - (3) Proper notice of the auction shall be given. A garagekeeper who has a garagekeeper's lien shall be notified of the time and place of the auction.
 - (4) The purchase of an abandoned motor vehicle, watercraft, or outboard motor:
 1. Takes title free and clear of all liens and claims of ownership;
 2. Shall receive a sales receipt from the police department; and

3. Is entitled to register the motor vehicle, watercraft, or outboard motor and receive a certificate of title.

O. *Auction proceeds.*

- (1) The police department is entitled to reimbursement from the proceeds of sale of an abandoned motor vehicle, watercraft, or outboard motor for:
 - (a) The cost of the auction;
 - (b) Towing, preservation, and storage fees resulting from the taking into custody; and
 - (c) The cost of notice or publication as required by sections I, J, and L of this article.
- (2) After deducting the reimbursement allowed under subsection (a) of this section, the proceeds of the sale shall be held for 90 days for the owner or lienholder of the item.
- (3) After the 90-day period provided in subsection (2) of this section, proceeds unclaimed by the owner or lienholder shall be deposited in an account that may be used for the payment of auction, towing, preservation, storage, and notice and publication fees resulting from taking other vehicles, watercraft, or outboard motors into custody if the proceeds from the sale of the other items are insufficient to meet those fees.
- (4) The city may transfer funds in excess of \$1,000.00 from the account described in subsection (c) of this section to the city's general revenue account to be used by the police department.

P. *Police department use of certain abandoned motor vehicles.*

- (1) The police department may use an abandoned motor vehicle, watercraft, or outboard motor for department purposes if the item is not claimed as provided for in this article.
- (2) If the police department discontinues the use of an abandoned motor vehicle, watercraft, or outboard motor, the department shall auction the item.
- (3) This section does not apply to a vehicle on which there is a garagekeeper's lien.

Q. *Disposal of vehicle abandoned in storage facility.*

- (1) The police department shall take into custody an abandoned vehicle left in a storage facility (as described in V.T.C.A., Transportation Code § 683.031, as

amended or superseded) that has not been claimed in the period provided by notice required under sections I. and J. of this division.

- (2) The police department may use such a vehicle as authorized by section P or sell the vehicle at auction as provided by section N. If the vehicle is sold, the proceeds of the sale shall first be applied to a garagekeeper's charges for providing notice regarding the vehicle and for service, towing, impoundment, storage, and repair of the vehicle.
- (3) As compensation for expenses incurred in taking the vehicle into custody and selling it, the police department shall retain:
 - (a) Two percent of the gross proceeds of the sale of the vehicle; or
 - (b) All the proceeds if the gross proceeds of the sale are less than \$10.00.
- (4) Surplus proceeds from the sale shall be distributed as provided by section N. of this division.
- (5) If the police department does not take the vehicle into custody before the 31st day after the date the vehicle was reported abandoned under V.T.C.A., Transportation Code § 683.031, (as amended or superseded), the police department may not take the vehicle into custody, and the storage facility may dispose of the vehicle as set forth in V.T.C.A., Transportation Code § 683.034(e), (as amended or superseded).

R. *Demolition of abandoned motor vehicles.* The procedures for handling the demolition of an abandoned motor vehicle shall be in accordance with V.T.C.A., Transportation Code, ch. 683, subch. D, as amended or superseded.”

SECTION 2. That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Sachse not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two

Hundred Dollars (\$200.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2017.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(02-22-2017/83195)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3714	Version:	1	Name:	Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of The Turn Bay and Traffic Signal Installations at the Intersections of Miles Road and Hunters Ridge Drive and Miles Road and Haverhill Lane project
Type:	Agenda Item	Status:			Agenda Ready
File created:	3/2/2017	In control:			City Council
On agenda:	3/6/2017	Final action:			
Title:	Consider a resolution awarding the bid for the construction of The Turn Bay and Traffic Signal Installations at the Intersections of Miles Road and Hunters Ridge Drive and Miles Road and Haverhill Lane project.				

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)
[Resolution](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution awarding the bid for the construction of The Turn Bay and Traffic Signal Installations at the Intersections of Miles Road and Hunters Ridge Drive and Miles Road and Haverhill Lane project to McMahon Contracting, L.P., in an amount not to exceed six hundred eighty-one thousand two hundred ten dollars and sixty-nine cents (\$681,210.69); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

Background

The traffic on and across Miles Road near Sachse High School is a mix of school related and non-school related transportation activity, creating a dynamic situation during morning and evening hours of peak activity.

The City Council approved funding for a traffic study of the area in 2014. In September 2014, Lee Engineering completed a study of the pedestrian and motor vehicle movements on and across Miles Road at Hunters Ridge Drive and Haverhill Lane. The findings included recommendations for two traffic signals, pedestrian improvements, and extending the length of the existing turn lanes into Sachse High School.

The City Council included funding for engineering design of the improvements in the Fiscal Year 2015-16 Budget as shown in the FY 2015-2016 Capital Improvement Plan. The engineering design was completed in the fall of 2016.

The City Council approved funding for 25% of the construction cost in the Fiscal Year 2016-17 Budget, in anticipation of a potential partnership with Dallas County and Garland ISD to fund the project for construction.

City staff has been working with both Dallas County and Garland ISD to partner on the construction of the proposed improvements. Garland ISD approved an Interlocal Agreement (ILA) to fund 25% of the construction cost, not to exceed \$175,000.00, at their School Board meeting on February 28th.

Dallas County has agreed in principle to funding 50% of the project. Dallas County is currently finalizing a Project Specific Agreement (PSA) for 50% of the construction cost with the City of Sachse.

Once the PSA with Dallas County is finalized, staff will return to the City Council to request approval of the PSA. Staff anticipates bringing the PSA back for City Council approval at the March 20th City Council Meeting.

The City will not formally execute the construction contract until the PSA from Dallas County is approved.

The project was advertised for bid in the Sachse News, and through an online bid advertising website. City Staff opened bids on February 16th. Four bids were received. The low bidder is McMahon Contracting, with a bid of \$681,210.69.

Construction is planned to occur during the summer, when school is not in session.

Policy Considerations

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

Budgetary Considerations

The FY 16-17 Capital Improvement Plan includes funding for construction of the project in the amount of \$166,250 (25% of the estimated construction cost). Based upon the low bid, staff has identified the following City funding for the project:

- City of Sachse General Fund - \$166,250.00
- City of Sachse Street Maintenance Line Item - \$6,250.00

Garland ISD has agreed to fund 25% of the construction cost, not to exceed \$175,000.00.

Dallas County has agreed in principle to fund 50% of the construction cost for the project.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of The Turn Bay and Traffic Signal Installations at the Intersections of Miles Road and Hunters Ridge Drive and Miles Road and Haverhill Lane project to McMahon Contracting, L.P., in an amount not to exceed six hundred eighty-one thousand two hundred ten dollars and sixty-nine cents (\$681,210.69); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.



Award Miles Road Traffic & Pedestrian Improvements

City Council
March 6, 2017

Overview

- Project Scope
- Construction Plan
- Project Partners
- Bid Process
- Project Funding
- Staff Recommendations

Project Scope

• Traffic Signals

- Install traffic signals on Miles Road at Haverhill and at Hunters Ridge
- Link the signals to existing signals at Hudson and Bunker Hill

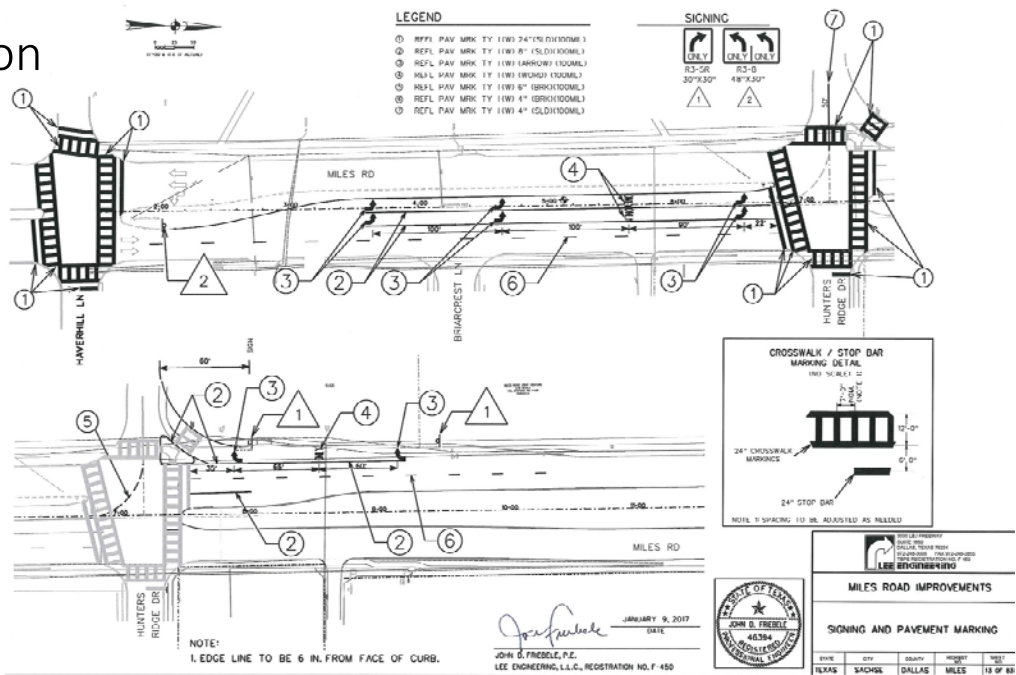
• Street Improvements

- Extend northbound left turn lane at Hunters Ridge and add a second turn lane
- Extend southbound right turn lane at Hunters Ridge (Bid Alternate #1)

• Pedestrian Improvements

- Provide pedestrian crossing buttons and lights/signs for the traffic signals
- Upgrade curb ramps and crosswalks at the Hunters Ridge and Haverhill intersections

Construction Plan



Project Partners

- The City of Sachse is partnering with Garland ISD and Dallas County to fund the construction of the proposed improvements.
- Project Partners & Requested Contributions:
 - Garland Independent School District – 25% funding
 - Dallas County – 50% funding
 - City of Sachse – 25% funding, project management



Bid Process

- The City of Sachse publicly advertised the project for bid in the Sachse News and online through a construction website, www.civcast.com
- A pre-bid meeting was held on February 9th
- Bids were opened on February 16th. Four bids were received.
- The low bid was received from McMahon Contractors, with a total bid of \$681,210.69, including:
 - Base Bid: \$638,615.47
 - Alternate Bid 1: \$42,595.22

**Note: if the alternate bid for the southbound right turn lane extension is not constructed, funds will be returned to all project partners accordingly.*

Project Funding

- City of Sachse - \$175,000.00, including:
 - \$168,750.00 – General Fund (Per 2016-2017 Fiscal Year Budget)
 - \$6,250.00 – Street Maintenance Line Item (Street Department)
- Garland ISD - \$175,000.00
- Dallas County - \$350,000.00

**Note: if the alternate bid for the southbound right turn lane extension is not constructed, funds will be returned to all project partners accordingly.*

Proposed Timeline

- March 20th
 - City Council to approve PSA with Dallas County
- March 21st – April 30th
 - City to enter into contract with the Contractor
 - Contractor to order all necessary traffic signal equipment
- June 2nd
 - Last day of school (2016-2017)
- June 3rd
 - Construction to begin on-site
- August 11th
 - Construction to be complete
- August 28th
 - First day of school (2017-2018)

Staff Recommendation

- Staff recommends approval of a resolution, awarding the bid for the construction of The Turn Bay and Traffic Signal Installations at the Intersections of Miles Road and Hunters Ridge Drive and Miles Road and Haverhill Lane project to McMahon Contracting, L.P., in an amount not to exceed six hundred eighty-one thousand two hundred ten dollars and sixty-nine cents (\$681,210.69); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AWARDING THE BID FOR THE CONSTRUCTION OF THE TURN BAY AND TRAFFIC SIGNAL INSTALLATIONS AT THE INTERSECTIONS OF MILES ROAD AND HUNTERS RIDGE DRIVE AND MILES ROAD AND HAVERHILL LANE PROJECT TO MCMAHON CONTRACTING, L.P., IN AN AMOUNT NOT TO EXCEED SIX HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED TEN DOLLARS AND SIXTY-NINE CENTS (\$681,210.69); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for a contractor to construct turn bay and traffic signal improvements on Miles Road in front of Sachse High School in the City of Sachse Texas; and

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

WHEREAS, the project is a partnership by and between the City of Sachse, Texas, Garland Independent School District, and Dallas County, Texas; and

WHEREAS, the project funding source for the project includes the City of Sachse General Fund, including funding from the General Fund not to exceed \$168,750.00, and funding from the Public Works Department Street Maintenance Line Item not to exceed \$6,250.00; and

WHEREAS, the total City funding for the project shall not exceed \$175,000.00; and

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

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

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

Section 1: That the Bid for the construction of the Turn Bay and Traffic Signal Installations at the Intersections of Miles Road and Hunters Ridge Drive and Miles Road and Haverhill Lane project is hereby awarded to McMahon Contracting, L.P., in an amount not to exceed six hundred eighty-one thousand two hundred ten dollars and sixty-nine cents (\$681,210.69).

Section 2: That the City Manager is authorized to execute an agreement with McMahon Contractors, Incorporated, in a form approved by the City Attorney.

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

RESOLVED this 6th day of March, 2017. CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3715	Version:	1	Name:	Consider an Interlocal Cooperation Agreement, by and between the City of Sachse, Texas and Garland Independent School District, Texas, for public transportation improvements along Miles Road in the vicinity of Sachse High School; and providing for an effective date
Type:	Agenda Item	Status:			Agenda Ready
File created:	3/2/2017	In control:			City Council
On agenda:	3/6/2017	Final action:			
Title:	Consider an Interlocal Cooperation Agreement, by and between the City of Sachse, Texas and Garland Independent School District, Texas, for public transportation improvements along Miles Road in the vicinity of Sachse High School.				

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution](#)
[Garland ISD Interlocal Agreement](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement, by and between the City of Sachse, Texas and Garland Independent School District, Texas, for public transportation improvements along Miles Road in the vicinity of Sachse High School; and providing for an effective date.

Background

The traffic on and across Miles Road near Sachse High School is a mix of school related and non-school related transportation activity, creating a dynamic situation during morning and evening hours of peak activity.

The City Council approved funding for a traffic study of the area in 2014. In September 2014, Lee Engineering completed a study of the pedestrian and motor vehicle movements on and across Miles Road at Hunters Ridge Drive and Haverhill Lane. The findings included recommendations for two traffic signals, pedestrian improvements, and extending the length of the existing turn lanes into Sachse High School.

The City Council included funding for engineering design of the improvements in the Fiscal Year 2015-16 Budget as shown in the FY 2015-2016 Capital Improvement Plan. The engineering design was completed in the fall of 2016.

The City Council approved funding for 25% of the construction cost in the Fiscal Year 2016-17 Budget, in anticipation of a potential partnership with Dallas County and Garland ISD to fund the

project for construction.

City staff has been working with both Dallas County and Garland ISD to partner on the construction of the proposed improvements. Garland ISD approved the attached Interlocal Agreement (ILA) to fund 25% of the construction cost, not to exceed \$175,000.00, at their School Board meeting on February 28th.

The project was advertised for bid in the Sachse News, and through an online bid advertising website. City Staff opened bids on February 16th. Four bids were received. The low bidder is McMahon Contracting, with a bid of \$681,210.69.

Construction is planned to occur during the summer, when school is not in session.

Policy Considerations

The project is identified in the City of Sachse Capital Improvement Plan. The Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services

Budgetary Considerations

The FY 16-17 Capital Improvement Plan includes funding for construction of the project in the amount of \$166,250 (25% of the estimated construction cost). Based upon the low bid, staff has identified the following City funding for the project:

- City of Sachse General Fund - \$166,250.00
- City of Sachse Street Maintenance Line Item - \$6,250.00

Garland ISD has agreed to fund 25% of the construction cost, not to exceed \$175,000.00, as identified in the attached ILA.

Staff Recommendations

Staff recommends approval of an Interlocal Cooperation Agreement, by and between the City of Sachse, Texas and Garland Independent School District, Texas, for public transportation improvements along Miles Road in the vicinity of Sachse High School; and providing for an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE, TEXAS AND GARLAND INDEPENDENT SCHOOL DISTRICT, TEXAS, FOR PUBLIC TRANSPORTATION IMPROVEMENTS ALONG MILES ROAD IN THE VICINITY OF SACHSE HIGH SCHOOL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the City and GISD have witnessed an increase in vehicular and pedestrian traffic in the vicinity of Sachse High School (“High School”), specifically along Miles Road; and

WHEREAS, the City and GISD wish to ease the increased vehicular and pedestrian traffic around Sachse High School by constructing traffic and pedestrian improvements along Miles Road to better accommodate the increased vehicular and pedestrian traffic, and to improve safe entry and access to and from the High School; and,

WHEREAS, the City and Dallas County, Texas will enter into a Project Service Agreement (“PSA”) under which Dallas County shall pay 50%, or an amount not to exceed \$350,000, of the total Approved Cost for the Project; and

WHEREAS, the City and GISD desire to enter into this Agreement under which GISD shall pay 25%, or an amount not to exceed \$175,000 of the total Approved Cost to the City upon Substantial Completion of the Project; and

WHEREAS, any payments that either Party is required to make hereunder, if any, shall be from current or other available revenue;

WHEREAS, upon full review and consideration of the Agreement 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 Agreement on behalf of the City of Sachse, Texas.

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement with Garland Independent School District for the construction of a public transportation improvement project within the city limits of the City of Sachse.

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

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

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

**EXHIBIT “A”
INTERLOCAL COOPERATION AGREEMENT**

STATE OF TEXAS §
 § **INTERLOCAL COOPERATIVE AGREEMENT**
 §
COUNTY OF DALLAS §

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Sachse, Texas, a Texas home rule municipality, (the “City”), and Garland Independent School District (“Garland ISD”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the City and GISD have witnessed an increase in vehicular and pedestrian traffic in the vicinity of Sachse High School (“High School”), specifically along Miles Road; and

WHEREAS, the City and GISD wish to ease the increased vehicular and pedestrian traffic around Sachse High School by constructing traffic and pedestrian improvements along Miles Road to better accommodate the increased vehicular and pedestrian traffic, and to improve safe entry and access to and from the High School; and,

WHEREAS, the City and Dallas County, Texas have entered into a Project Service Agreement (“PSA”) under which Dallas County shall pay 50%, or an amount not to exceed \$350,000, of the total Approved Cost for the Project; and

WHEREAS, the City and GISD desire to enter into this Agreement under which GISD shall pay 25%, or an amount not to exceed \$175,000 of the total Approved Cost to the City upon Substantial Completion of the Project; and

WHEREAS, any payments that either Party is required to make hereunder, if any, shall be from current or other available revenue;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Term

The Term of this Agreement shall commence on the last day of execution hereof (the “Effective Date”), and the City shall have the Project completed no later than September 1, 2017, unless otherwise agreed.

Article II Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Parties shall share in the Construction Cost of the Project, as more particularly defined herein.

Article III Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly requires otherwise:

“Approved Costs” shall mean the total Project costs verified and approved by City.

“Approved Plans” shall mean the plans and specifications for the construction of the Project, inclusive of any change orders thereto, as approved by the City Engineer.

“City Engineer” shall mean the City’s City Engineer, or designee.

“City” shall mean the City of Sachse, Texas, acting by and through its City Manager, or designee.

“Commencement of Construction” shall mean that (i) the plans for the Project have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Project pursuant to the respective plans therefore having been issued by all applicable governmental authorities and (iii) the grading and/or preparation of the land as applicable, for the construction of Project has commenced.

“Completion of Construction” shall mean: (i) the Project has been substantially completed in accordance with the Accepted Plans; and (ii) the Project has been accepted by the City Engineer, on behalf of the City, in writing.

"Construction Cost" shall mean solely fees and reimbursed expenses paid by GISD for construction of the Project.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Garland ISD” shall mean the Garland Independent School District,

"Payment Request" shall mean a written request for payment of the Construction Costs prepared by or at the direction of the City Engineer which sets forth the amount that GISD shall be required to pay to the City upon Substantial Completion of the Project, inclusive of details of the types

and quantities of materials installed and the costs related thereto, labor costs, and other details reasonably requested by the City Engineer to corroborate the amounts incurred by the City for Construction Costs.

“Project” shall mean traffic and pedestrian improvements to the area around the High School, along Miles Road as follows:

- (a) Northbound left turn lane extension into the High School
- (b) Installation of traffic signals with pedestrian buttons at:
 - Miles Road @ Hunters Ridge
 - Miles Road @ Haverhill
- (c) Installation of barrier free ramps and crosswalk striping at:
 - Miles Road @ Hunters Ridge
 - Miles Road @ Haverhill

“Substantial Completion” shall mean the stage in the progress of the Project when the Project or, designated portion thereof is sufficiently complete, has been accepted by the City Engineer, on behalf of the City, so that traffic and pedestrians are allowed to use the completed portion for access to and from the High School.

Article IV Project

4.1 Project Design. The City shall contract for and fund the traffic and pedestrian studies, and the engineering design for the Project.

4.2 Project Construction. The City and GISD agree that the City shall bid, manage, and inspect the construction of the Project. The City shall contract for and provide all labor and necessary equipment for construction of the Project, and shall be responsible for all of its employees (and independent contractors, if any), working on the construction of the Project. The Project shall be constructed in accordance with the requirements of the City, and shall be periodically and finally inspected by the City to assure compliance with its requirements

4.3 Project Cost. The total cost of the Project shall not exceed \$700,000, and the Parties shall pay as follows:

- (a) The City shall provide GISD with a Payment Request upon Substantial Completion of the Project. Upon receipt of the Payment Request, GISD shall pay to the City the Construction Cost in an amount of 25%, an amount not to exceed \$175,000, of the Approved Costs within thirty (30) days of its receipt of the Payment Request.

4.4 Governmental Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties

do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

Article V

Miscellaneous

5.1 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for the City, to:

Gina Nash
City Manager
City of Sachse, Texas
3815 Sachse Rd.
Sachse, TX 75048
Telephone: 972-495.1212
Fax: 972-530.0426

Greg Peters, P.E.
Director of Public Works &
Engineering
City of Sachse, Texas
3815 Sachse Rd.
Sachse, TX 75048
Telephone: 972-495.1212
Fax: 972-530.0426

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
Suite 1800
500 N. Akard
Dallas, Texas 75201
Telephone: 214-965-9900
Fax: 214-965-0010

If intended for GISD, to:

Deborah Cron, Ph.D.
Interim Superintendent
Garland Independent School District
501 South Jupiter Road
Garland, Texas 75041-7108
Telephone: 972-494-8201

5.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties to this agreement.

5.3 Laws Governing. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter of said court.

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

5.5 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

5.6 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

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

5.8 Recitals. The recitals to this Agreement are incorporated herein.

[Signature Page to Follow]

EXECUTED this ____ day of _____, 2017.

CITY OF SACHSE, TEXAS

By: _____
Gina Nash, City Manager

Attest:

By: _____
Michelle Lewis Sirianni, City Secretary

Approved as to form:

By: _____
Peter G. Smith, City Attorney
(01-25-2017/83226)

EXECUTED this ____ day of _____, 2017.

GARLAND INDEPENDENT SCHOOL DISTRICT

By: _____
Linda Griffin, Board of Trustees President

ATTEST:

By: _____
Larry Glick, Board of Trustees Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3716	Version:	1	Name:	Resolution for Sachse Rod Shop Grant
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/2/2017	In control:		In control:	City Council
On agenda:	3/6/2017	Final action:		Final action:	
Title:	Consider a resolution approving the terms and conditions of an Economic Development Agreement by and between the Sachse Economic Development Corporation and Sachse Rod Shop.				

Sponsors:

Indexes:

Code sections:

Attachments: [Grant Application](#)
[Economic Development Agreement](#)
[Resolution](#)
[Final Signed Ord. 3775 \(PD 35\)](#)

Date	Ver.	Action By	Action	Result
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Title

Economic Development Agreement by and between the Sachse Economic Development Corporation and Sachse Rod Shop.

Background

The Sachse Economic Development Corporation Board has considered this request and made a recommendation to consider for funding. The Public Hearing Notice was published as required. All documents are in order for a recommendation to the City Council for final approval.

Policy Considerations

Any project over the \$10,000 amount must be approved by the City Council.

Budgetary Considerations

Funding in the amount not to exceed \$50,000.

Staff Recommendations

Staff recommends approval of a resolution approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Sachse Rod Shop.



Grant Application

(Please type or print clearly)

Date of application: 9.3.15

Contact Information:

Company Name: Sachse Rod Shop, Inc
Applicant Name: Mike Millsap and Mary Faith Millsap
Contact Person: Mike Millsap
Position: Owner - VP

Phone: 972 495-1557

Fax: 972 495-0057
RodShop.com

Email: Mike.Millsap@SachseRodShop.com Web site address: Sachse Rod Shop.com

Mailing Address: 3904 Miles Road

Sachse TX 75048

Physical Address: same

Business Information:

Legal entity name (DBA) Sachse Rod Shop, Inc

State ID Number: 1-75-2311471-2

Date Business was started July, 1982

Location of project: 3904 Miles Road Sachse, TX 75048

Do you own or lease building, land or site for which the grant is being requested?

☒ Own ☐ Lease Property Owner Mike and Mary Faith Millsap

Project Contractor Name : _____

Address: _____

Phone No. _____ email: _____

Project Engineer Name: _____

Address: _____

Phone No. _____ email: _____

Business Activities:

NAICS Code _____

Company's principal business Street Rod Parts Sales + Building

Description of proposed project : _____

Provide copy of business plan _____

For consideration are you willing to provide financial information on the company?

yes

Proposed Project/Development:

Amount of Grant Request \$ _____

Is the Company expanding its existing local operations or relocating its operations from somewhere else to Sachse? X Expansion _____ Relocation _____

Does the Company plan to lease or own the facility? _____ Lease _____ X Own

Will the facility be new or existing? _____ New X Existing add on

What is the address of the existing facility or main office? 3904 Mikes Road, Sachse, TX 75048

What is the estimated total cost of the project? (include supporting information such as estimates or written bids) \$ _____

Project completion date: One Year From Commencement

Description of benefits from project, intended uses and users, and other information (with documentation) that demonstrates the need for this project. Increased space, in order that employees can work on more than one project at a time. We are currently renting storage Bldgs.

Capital/Financial

Number of jobs to be created: 2-3 Average salary: \$ 30 hour

Increased value to City, site or surrounding parcels: _____

Provide a cost benefit analysis of project with requested funding: _____

PROJECT COST

1. Land Acquisition	\$ <u>Na</u>
2. Site Preparation	\$ _____
3. Professional Services	\$ _____
4. Personnel/Labor/Admin	\$ _____
5. Contracting Services	\$ _____
6. Materials/Supplies	\$ _____
7. Equipment/Furnishings	\$ _____
8. Other (describe)	\$ _____
TOTAL PROJECT COST	\$ _____
Other Funds to be Used	\$ _____

Return on Investment (maximum 3 years) _____

Has the company filed any bankruptcies in the past? _____ Yes X No

Which type _____ Has anyone ever initiated bankruptcy on the company, business or individual owner? _____ Yes X No Why? _____

Has the business status with the State Comptroller changed in any manner? _____ Yes X No How? _____

When _____

Attach business plan for confidential review. _____

Sales

Will there be taxable sales for the City of Sachse? X Yes _____ No

Amount _____ Type _____

Will the company make taxable purchases in the City of Sachse? _____ Yes _____ No

What percentage of purchases will be executed with suppliers outside of Sachse? _____

Will Sachse be designated as the "point of deliver" or the "point of first use" for the purpose of collecting sales/use taxes of purchases? X Yes _____ No

Employment

How many individuals will the company employ in Sachse? _____

_____ Full Time _____ Part Time _____ Temporary

Average wage of new employees in Sachse: 25-30 hr

What percentage of the employees will receive employment benefits? 100%

Provide information on additional employee benefits: Provide Full Medical, Dental, I RA HSA

Utilities

Monthly electric utility consumption \$ 800

Monthly water use \$ 50-75

Monthly waste water \$ _____

Monthly telephone service \$ 555

Monthly gas service \$ Na - Total electric

Is the facility of the business LEED Certified? _____ Yes _____ No

Are there plans to obtain any LEED Certifications _____ Yes _____ No

Will there be any energy reduction features, operations or programs at the place of business? _____ Yes _____ No What are they? _____

Other Economic Impact Considerations

Member of the Sachse Chamber of Commerce? X Yes _____ No

Past involvement in local community: Fall Fest, Christmas Parade, 4th parade

Company sponsorships Cars Under Stars

Future Community Involvement _____

Attach photos of designated improvement area.

Attach drawing of planned improvements.

A *Letter of Acceptance* of the project completion from the City of Sachse will be required upon completion of the project along with invoices for all costs of the completed project before disbursement of funds by the SEDC for any approved funding. The Sachse Economic Development Corporation reserves the right to request, receive and evaluate additional information from the applicant before a decision is made on this request.

I DECLARE THAT THE INFORMATION IN THIS DOCUMENT AND ANY ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPLICANT: FRANK MILLSAPO DATE: 8-27-2015
Title: P. President
This application received by: _____
On _____

A complete application may be delivered or mailed to:

Executive Director
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048
SachseEDC@cityofsachse.com
4694294764

VERIFICATION

State of Texas County of Dallas

Before me, a notary public, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing document and, being
by me first duly sworn, declared that the statements therein contained are true and correct.

Today, the _____ day of _____ 20____.

Notary Public's Signature

(Personalized Seal)

Proposal prepared for Frank and Mike Milsap

Scope:

Building: Furnish and install 40 x 50 metal building on customers existing concrete slab.

- Tapered "I" beam structure
- 14' walls with liner panels on interior walls
- R-22 insulation through out (ceilings and walls)
- 16' ridge line to match existing structure
- Three 10' roll up doors located by customer
- One 3' x 7' personnel door located by customer
- Colors to match existing structures

Parking and access drive

- Grade site as drawn for balance and drainage
- Compact subgrade
- Furnish and install #3 bar stock 18" o.c.e.w. Mat to be on 2.25" chairs
- Install redwood expansion as needed
- Furnish and install 6" of 3500 psi concrete that totals approximately 11,520 sq.ft.
- Finish to be medium broom
- Furnish saw cut joints as required
- Place all markings on lot i.e. stalls, fire lane, etc.
- Remove all spoil from site to approved disposal sites

Work to be completed for: \$96,920.00

Option B

Option B would add 10' more width to proposed new parking area.

Option B work to be completed for: \$11,215.00

Proposal

Bill: Sachse Rod Shop
Sachse, TX
Attn: Frank Milsap

August 27, 2015

Description

Total

Scope:

Building – Furnish and install 40 x 50 metal building on customers existing concrete slab

- Tapered “I” beam structure
- 14’ walls with liner panels on interior walls
- R-22 insulation through out (ceilings and walls)
- 16’ ridge line to match existing structure
- Three 10’ roll up door located by customer
- One 3’ x 7’ personnel door located by customer
- Colors to match existing structures

Parking and access drive

- Grade site as drawn for balance and drainage
- Compact subgrade
- Furnish and install #3 bar stock 18” o.c.e.w. Mat to be on 2.25” chairs
- Install redwood expansion as needed
- Furnish and install 6” of 3500 psi concrete that totals approximately 11,250 sq.ft.
- Finish to be medium broom
- Furnish saw cut joints as required
- Place all marking on lot i.e. stalls, fire lane, etc.
- Remove all spoil from site to approved disposal sites

\$38,168.00

\$58,752.00

Work to be completed for:

\$96,920.00

EQUIPMENT LIST FOR PROPOSED NEW ADDITION TO SACHSE ROD SHOP	
Wiring of new addition	\$8500.00
Plumbing (air distribution))	4500.00
Lift	6500.00
Overhead storage	7200.00
Work benches	2000.00
Shelving	1500.00
Cabinets	1500.00
Floor jacks and stands	600.00
TOTAL	32300.00

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement ("Agreement") is made by and between the Sachse Economic Development Corporation, Texas ("SEDC"), and Sachse Rod Shop, Inc., a Texas corporation ("Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company owns the Property (hereinafter defined) and intends to install Infrastructure (hereinafter defined) and a building (hereinafter defined as the "Improvements"), on the Property; and

WHEREAS, Company has advised SEDC that a contributing factor that would induce Company to install the Infrastructure would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs to design and construct the Infrastructure; and

WHEREAS, SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code, (the "Act") authorizes SEDC to provide economic development grants for new or expanded business enterprises; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project", as that term is defined in the Act; and

WHEREAS, SEDC has determined that making an economic development grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of Company's existence, insolvency, employment of receiver for any part of Company's

property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Capital Investment” shall mean the Company’s total capitalized cost for the construction of the Improvements and the Infrastructure.

“City” shall mean the City of Sachse, Texas.

“Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the construction of the Infrastructure and Improvements, as the case may be; (ii) all necessary permits for the construction of the Infrastructure and Improvements, as the case may be, pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) grading of the land or construction of the vertical elements of the Improvements has commenced.

“Company” shall mean Sachse Rod Shop, Inc., a Texas corporation.

“Completion of Construction” shall mean that: (i) substantial completion of the Infrastructure and Improvements, as the case may be, has occurred; and (ii) City has issued a certificate of occupancy for the Improvements and has issued a final approval or acceptance of the Infrastructure, as the case may be.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the fifth (5th) anniversary date of the date of Completion of Construction of the Infrastructure and Improvements, as the case may be,

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“Grant” shall mean an economic development grant in an amount equal to the actual costs incurred and paid by Company for the construction of the Infrastructure not to exceed Fifty Thousand Dollars (\$50,000.00), to be paid as set forth herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on

Company with respect to the Improvements or any property or any business owned by Company within the City.

“Improvements” shall mean a 40 foot x 50 foot building constructed on Company’s existing concrete slab consisting of tapered “I” beam structure; 14 foot walls with liner panels on interior walls; R-22 insulation throughout (ceilings and walls); 16 foot ridge line to match existing structure; three 10 foot roll up doors; one 3 foot x 7 foot personnel door; and colors to match existing structure.

“Infrastructure” shall have the same meaning as provided by Texas Local Government Code, Section 501.103, and shall consist of a concrete parking and an access drive necessary for the Improvements in accordance with plans approved by the City.

“Required Use” shall mean the continuous operation of the Company’s business open to the public and serving the citizens of the City.

“Payment Request” shall mean a written request from Company to SEDC for payment of the Grant accompanied by copies of paid invoices, receipts and other evidence of the costs incurred and paid by Company for the construction of the Infrastructure and the Improvements such other information as may reasonably be requested by SEDC.

“Property” shall mean the real property and improvements located at 3904 Miles Road Sachse, Texas.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between SEDC and/or City and Company, or any of its affiliated or related entities.

“SEDC” shall mean the Sachse Economic Development Corporation.

Article II

Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Economic Development Grant

3.1 Subject to the obligation of Company to repay the Grant pursuant to Section 5.2 hereof, and the continued satisfaction of all the terms and conditions of this Agreement by Company, SEDC agrees to provide Company with the Grant to be paid in a single lump sum payment within thirty (30) days after SEDC’s receipt of the Payment Request following the date of Completion of Construction of both the Infrastructure and Improvements, and SEDC verification of the costs paid and incurred by Company for the Infrastructure.

3.2 The Grant made hereunder shall be provided solely from lawful available funds. SEDC shall have no obligation or liability to pay any portion of the Grant unless SEDC appropriates funds to make such payment during the budget year in which the payment of the Grant is due. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution without the prior written consent of SEDC.

Article IV

Conditions to Economic Development Grant

The obligation of SEDC to pay the Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions.

4.1 Payment Request. Company shall, as a condition precedent to the payment of the Grant, provide SEDC with the Payment Request.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

4.3 Capital Investment. The Capital Investment shall be at least Fifty Thousand Dollars (\$50,000.00) as of the date of Completion of Construction of the later of the Infrastructure and the Improvements.

4.4 Project. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Improvements and the Infrastructure to occur on or before sixty (60) days after the Effective Date, and shall, subject to events of Force Majeure, cause Completion of Construction of the Improvements and Infrastructure within twelve (12) months thereafter. The exterior façades of the Improvements must conform in all respects to applicable City zoning and other land use ordinances and regulations.

4.5 Continuous Ownership and Occupancy. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Company shall continuously own and occupy the Property.

4.6 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Company shall not allow the operation of the Property in conformance with the Required Use to cease for more than thirty (30) days except in connection with, and to the extent of an event of Force Majeure.

Article V

Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by mutual written agreement of the Parties;
- (b) on the Expiration Date;
- (c) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;
- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by SEDC, if any Impositions owed to SEDC or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by SEDC pursuant to Section 6.1(c), (d), (e), or (f), Company shall immediately repay to SEDC an amount equal to the Grant previously paid by SEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by SEDC) as its prime or base commercial lending rate, from the date on which the Grant is paid by SEDC until such Grant is refunded by Company. The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

5.3 Right of Offset. SEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to SEDC or the City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due SEDC has been reduced to judgment by a court.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless SEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for SEDC, to:

Attn: Spencer Hauenstein
President
Sachse Economic Development
Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: Mike Millsap, Vice President
Attn: Mary Faith Millsap, Treasurer
Sachse Rod Shop, Inc.
3904 Miles Road
Sachse, Texas 75048

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 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.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein

cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of SEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Grant, and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

6.16 Conditions Precedent. This Agreement is subject to and conditioned upon the authority of SEDC to undertake the obligations herein as an authorized project under the Act, sixty (60) days after public hearing and notice, as applicable.

[Signature Page to Follow]

EXECUTED on this 28th day of February, 2017.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: 
Spencer Hauenstein, President

EXECUTED on this _____ day of _____, 2017.

SACHSE ROD SHOP, INC.

By: _____
Mike Millsap, Vice President

By: _____
Mary Faith Millsap, Treasurer

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SACHSE ECONOMIC DEVELOPMENT CORPORATION AND SACHSE ROD SHOP, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sachse Economic Development Corporation is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for building improvements and targeted infrastructure for new and expanding business enterprises; and

WHEREAS, the City Council has determined that the Economic Development Incentive Agreement (“Agreement”) attached as Exhibit “A” will promote new and expanded business enterprises within the City of Sachse; and

WHEREAS, the City Council has determined that the expenditure of funds pursuant to the Agreement is authorized by the Act and is an authorized project under the Act, and that the Agreement should be approved;

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

Section 1. That the City Council hereby approves the Agreement 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 6th day of March, 2017.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Peter H. Smith". The signature is written in dark ink and is positioned above a horizontal line.

Pete Smith, City Attorney
(kbl:3-3-17:84254)

Exhibit "A"

STATE OF TEXAS §
 § ECONOMIC DEVELOPMENT AGREEMENT
COUNTY OF COLLIN §

This Economic Development Agreement ("Agreement") is made by and between the Sachse Economic Development Corporation, Texas ("SEDC"), and Sachse Rod Shop, Inc., a Texas corporation ("Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company owns the Property (hereinafter defined) and intends to install Infrastructure (hereinafter defined) and a building (hereinafter defined as the "Improvements"), on the Property; and

WHEREAS, Company has advised SEDC that a contributing factor that would induce Company to install the Infrastructure would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs to design and construct the Infrastructure; and

WHEREAS, SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code, (the "Act") authorizes SEDC to provide economic development grants for new or expanded business enterprises; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a "project", as that term is defined in the Act; and

WHEREAS, SEDC has determined that making an economic development grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of Company's existence, insolvency, employment of receiver for any part of Company's

Exhibit “A”

property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Capital Investment” shall mean the Company’s total capitalized cost for the construction of the Improvements and the Infrastructure.

“City” shall mean the City of Sachse, Texas.

“Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the construction of the Infrastructure and Improvements, as the case may be; (ii) all necessary permits for the construction of the Infrastructure and Improvements, as the case may be, pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) grading of the land or construction of the vertical elements of the Improvements has commenced.

“Company” shall mean Sachse Rod Shop, Inc., a Texas corporation.

“Completion of Construction” shall mean that: (i) substantial completion of the Infrastructure and Improvements, as the case may be, has occurred; and (ii) City has issued a certificate of occupancy for the Improvements and has issued a final approval or acceptance of the Infrastructure, as the case may be.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the fifth (5th) anniversary date of the date of Completion of Construction of the Infrastructure and Improvements, as the case may be,

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“Grant” shall mean an economic development grant in an amount equal to the actual costs incurred and paid by Company for the construction of the Infrastructure not to exceed Fifty Thousand Dollars (\$50,000.00), to be paid as set forth herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental

Exhibit “A”

authority on Company with respect to the Improvements or any property or any business owned by Company within the City.

“Improvements” shall mean a 40 foot x 50 foot building constructed on Company’s existing concrete slab consisting of tapered “I” beam structure; 14 foot walls with liner panels on interior walls; R-22 insulation throughout (ceilings and walls); 16 foot ridge line to match existing structure; three 10 foot roll up doors; one 3 foot x 7 foot personnel door; and colors to match existing structure.

“Infrastructure” shall have the same meaning as provided by Texas Local Government Code, Section 501.103, and shall consist of a concrete parking and an access drive necessary for the Improvements in accordance with plans approved by the City.

“Required Use” shall mean the continuous operation of the Company’s business open to the public and serving the citizens of the City.

“Payment Request” shall mean a written request from Company to SEDC for payment of the Grant accompanied by copies of paid invoices, receipts and other evidence of the costs incurred and paid by Company for the construction of the Infrastructure and the Improvements such other information as may reasonably be requested by SEDC.

“Property” shall mean the real property and improvements located at 3904 Miles Road Sachse, Texas.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between SEDC and/or City and Company, or any of its affiliated or related entities.

“SEDC” shall mean the Sachse Economic Development Corporation.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Economic Development Grant

3.1 Subject to the obligation of Company to repay the Grant pursuant to Section 5.2 hereof, and the continued satisfaction of all the terms and conditions of this Agreement by Company, SEDC agrees to provide Company with the Grant to be paid in a single lump sum payment within thirty (30) days after SEDC’s receipt of the Payment Request following the date of Completion of Construction of both the Infrastructure and Improvements, and SEDC verification of the costs paid and incurred by Company for the Infrastructure.

Exhibit “A”

3.2 The Grant made hereunder shall be provided solely from lawful available funds. SEDC shall have no obligation or liability to pay any portion of the Grant unless SEDC appropriates funds to make such payment during the budget year in which the payment of the Grant is due. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution without the prior written consent of SEDC.

Article IV Conditions to Economic Development Grant

The obligation of SEDC to pay the Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions.

4.1 Payment Request. Company shall, as a condition precedent to the payment of the Grant, provide SEDC with the Payment Request.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

4.3 Capital Investment. The Capital Investment shall be at least Fifty Thousand Dollars (\$50,000.00) as of the date of Completion of Construction of the later of the Infrastructure and the Improvements.

4.4 Project. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Improvements and the Infrastructure to occur on or before sixty (60) days after the Effective Date, and shall, subject to events of Force Majeure, cause Completion of Construction of the Improvements and Infrastructure within twelve (12) months thereafter. The exterior façades of the Improvements must conform in all respects to applicable City zoning and other land use ordinances and regulations.

4.5 Continuous Ownership and Occupancy. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Company shall continuously own and occupy the Property.

4.6 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Company shall not allow the operation of the Property in conformance with the Required Use to cease for more than thirty (30) days except in connection with, and to the extent of an event of Force Majeure.

Article V Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:
(a) by mutual written agreement of the Parties;

Exhibit "A"

- (b) on the Expiration Date;
- (c) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;
- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by SEDC, if any Impositions owed to SEDC or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by SEDC pursuant to Section 6.1(c), (d), (e), or (f), Company shall immediately repay to SEDC an amount equal to the Grant previously paid by SEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by SEDC) as its prime or base commercial lending rate, from the date on which the Grant is paid by SEDC until such Grant is refunded by Company. The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

5.3 Right of Offset. SEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to SEDC or the City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due SEDC has been reduced to judgment by a court.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless SEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of the conditions under this Agreement.

Exhibit "A"

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for SEDC, to:

With a copy to:

Attn: Spencer Hauenstein
President
Sachse Economic Development
Corporation
3815 Sachse Road. Building B
Sachse, Texas 75048

Peter G. Smith
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: Mike Millsap, Vice President
Attn: Mary Faith Millsap, Treasurer
Sachse Rod Shop, Inc.
3904 Miles Road
Sachse, Texas 75048

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 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.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein

Exhibit “A”

cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of SEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Grant, and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

6.16 Conditions Precedent. This Agreement is subject to and conditioned upon the authority of SEDC to undertake the obligations herein as an authorized project under the Act, sixty (60) days after public hearing and notice, as applicable.

[Signature Page to Follow]

Exhibit "A"

EXECUTED on this _____ day of _____, 2015.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Spencer Hauenstein, President

EXECUTED on this _____ day of _____, 2015.

SACHSE ROD SHOP, INC.

By: _____
Mike Millsap, Vice President

By: _____
Mary Faith Millsap, Treasurer

3776
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED; REPEALING IN THEIR ENTIRETY SPECIAL USE PERMIT ORDINANCE NO. 802, PASSED ON JULY 3, 1989, AND SPECIAL USE PERMIT ORDINANCE NO. 3052, PASSED ON APRIL 21, 2008; AND CREATING PLANNED DEVELOPMENT NO. 35 ("PD-35") WITH A BASE ZONING OF AGRICULTURAL DISTRICT ("AG") TO ALLOW THE ADDITIONAL USE OF THE FABRICATION AND RESTORATION OF SPECIALTY, CUSTOM, AND/OR CLASSIC VEHICLES, ON AN APPROXIMATE 10.00-ACRE TRACT OF LAND, LOCATED AT 3904 MILES ROAD, CITY OF SACHSE, DALLAS COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR THE APPROVAL OF THE SITE PLANS ATTACHED AS EXHIBIT "B"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said comprehensive Zoning Ordinance should be amended as provided herein;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended by creating Planned Development No. 35 ("PD-35") with a base zoning of Agricultural District ("AG") to allow for the additional use of the fabrication and restoration of specialty, custom, and/or classic vehicles, on an approximate 10.00-acre tract of land located at 3904 Miles Road, City of Sachse, Dallas County, Texas (the "Property"), being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 2. That the property shall be developed and used only in accordance with the following development standards:

- A. **Purpose.** The purpose of this Planned Development District is to allow for the additional use of the fabrication and restoration of specialty, custom, and/or classic vehicles.

B. **Base Zoning District.** The Property shall be used and developed in accordance with the Agricultural District ("AG") regulations of the Comprehensive Zoning Ordinance, except as otherwise provided herein:

1. Repair of vehicles outside the building is prohibited;
2. Outside storage of vehicles or excessive parts shall not exceed seventy-two (72) hours;
3. As provided on the Site Plan, one residential dwelling unit shall be permitted, to be occupied by the business owner or employee of the business owner;
4. Business shall be conducted entirely within the out buildings, including the new building expansion labeled "H" on the Site Plan;
5. Only the direct selling of parts and accessories for classic or specialty vehicles shall be permitted;
6. No equipment or materials associated with the business can be displayed or stored where visible from anywhere off the premises;
7. A monument sign for the purpose of designating the location of the shop shall be permitted on the property;
8. The Site Plans with the new building expansion "H" (max 20' in height) shall be allowed to be constructed with like material (metal). A concrete parking surface as shown on the Site Plan shall be installed prior to the issuance of any building permits.
9. The existing storage shed may be replaced with a similar sized metal building; and
10. The applicant shall comply with all Fire, Building, Subdivision, Zoning, Engineering, and Health codes and obtain all necessary permits.

C. **Site Plans.** The Property shall be developed and used substantially in accordance with the Site Plans attached as Exhibit "B", and which are hereby approved.

SECTION 3. That the above Property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and as amended herein.

SECTION 4. That Special Use Permit Ordinance 802, passed on July 3, 1989, and Special Use Permit Ordinance No. 3052, passed on April 21, 2008, shall be repealed in their entirety.

SECTION 5. That all provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be and the same are hereby repealed.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not

affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

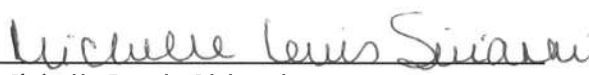
5 **PASSED AND APPROVED** by the City Council of the City of Sachse, Texas on the day of December, 2016.



APPROVED:


Mike J. Felix
Mayor

DULY ENROLLED:


Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(11-10-2016/81327)

affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

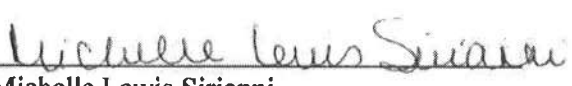
5 **PASSED AND APPROVED** by the City Council of the City of Sachse, Texas on the day of December, 2016.



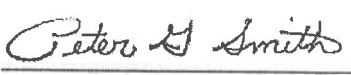
APPROVED:


Mike J. Felix
Mayor

DULY ENROLLED:


Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:



Peter G. Smith
City Attorney
(11-10-2016/81327)

EXHIBIT "A"

ATTACHMENT A

BEING all that certain lot, tract or parcel of land lying and being situated in the County of Dallas, State of Texas, and being a survey of 10.00 acres of land net in the MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 1000 Dallas County, Texas; and being out of a 44.49 acre tract and said 10.00 acre tract being more particularly described as follows:

BEGINNING at a point in the East line of Miles Road (60 feet wide) that is 1681.0 ft. South, 117.7 feet South 0 Deg. 44 min. East and 30.0 ft. South 89 deg. 31 min. East from the Northwest corner of said McKinney & Williams Survey;

THENCE South 89 deg. 31 min. East, along a line 752 ft. South of and parallel to the North line of said 44.49 acre tract, 2139.9 ft. to a point in the East line of said 44.49 acre tract; same being the East line of said survey;

THENCE South along said survey line, 50.3 ft. to the Southeast corner of said 44.49 acre tract;

THENCE South 82 deg. 18 min. West 2154.7 ft. to the southwest corner of said 44.49 acre tract, a point in the East Line of Miles Road;

THENCE North 0 deg. 44 min. West, along said East line of Miles Road, 357.1 ft. to the point of beginning and containing 10.00 acres of land.

EXHIBIT "B"

SITE PLAN

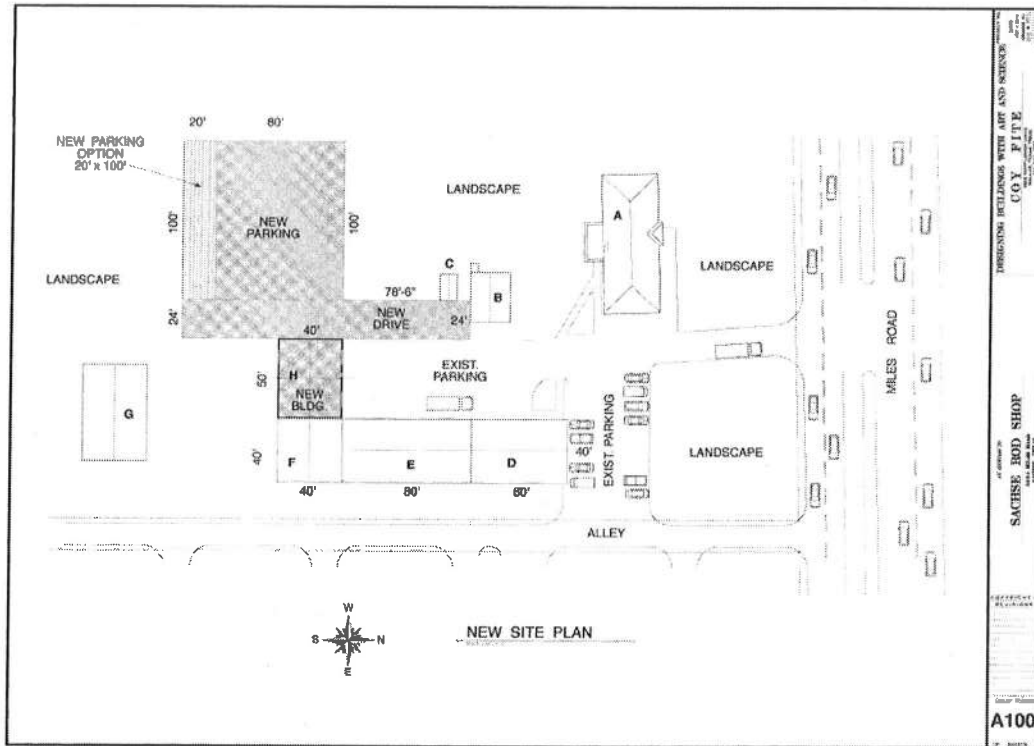
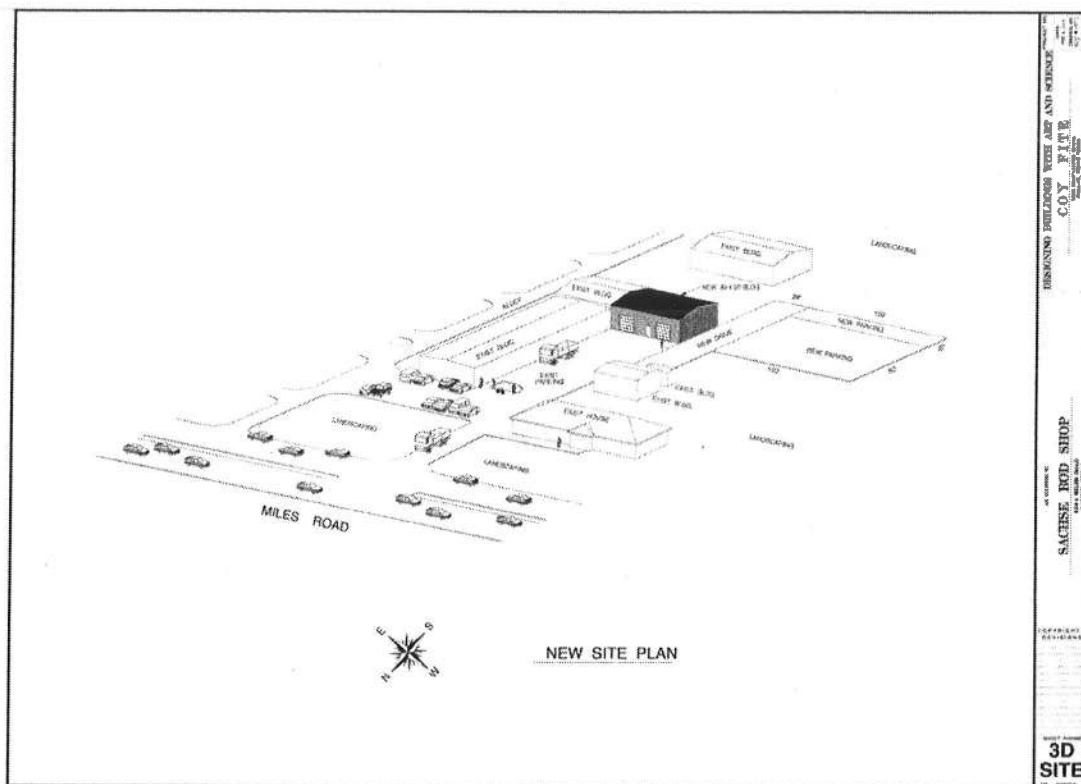


EXHIBIT "B" SITE PLAN





City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3717	Version:	1	Name:	Sachse Historical Society Grant - Veterans Moving Wal
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/2/2017	In control:		In control:	City Council
On agenda:	3/6/2017	Final action:		Final action:	
Title:	Consider a resolution approving the terms and conditions of an Economic Development Agreement by and between the Sachse Economic Development Corporation and Sachse Historical Society.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Economic Development Agreement Grant Application Resolution				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Sachse Historical Society.

Background

The Sachse Economic Development Corporation Board has considered this request and made a recommendation to consider for funding. The Public Hearing Notice was published as required. All documents are in order for a recommendation to the City Council for final approval.

Policy Considerations

Any project over the \$10,000 amount must be approved by the City Council.

Budgetary Considerations

Funding in the amount not to exceed \$10,000 less any donations or contributions for the Project.

Staff Recommendations

Staff recommends approval of a resolution approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Sachse Historical Society as a consent item.

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Sachse Economic Development Corporation (“SEDC”) and Sachse Historical Society, a Texas nonprofit corporation (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Company has requested funding for The Moving Wall Exhibition (hereinafter defined as the “Project”) to promote community awareness and provide an event for the citizens of Sachse; and

WHEREAS, the SEDC supports the efforts of the Company for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, authorizes the SEDC to provide economic development grants for the promotion of new and expanded business enterprises; and

WHEREAS, the SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, the SEDC has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

WHEREAS, the City is authorized pursuant to Chapter 380, Texas Local Government Code, to promote economic development opportunities in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a Party merging with an affiliate) of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a Party’s

property and such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party and in the event such proceeding is not voluntarily commenced by the Party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

“City” shall mean Sachse, Texas.

“Company” shall mean Sachse Historical Society, a Texas nonprofit corporation.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the date the Parties have fully satisfied their respective obligations hereunder.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development grant in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for the actual costs incurred and paid by the Company for materials and supplies for the Project, excluding taxes and permit fees, and less any donations or contributions for the Project (including any pledges to make donations or contributions to Company for the Project) received by Company, to be paid as set forth herein.

“Payment Request” shall mean a written request from the Company to the SEDC for payment of the Grant accompanied by invoices, receipts and other evidence of the costs incurred and paid by the Company for the Project, and receipts or other evidence of any donations or contributions Company has received for the Project, including any pledges for contributions or donations for the Project.

“Project” shall mean the acquisition of, advertising for, and set up of the traveling Vietnam Memorial Wall at City Municipal Complex, 3815 Sachse Road, Sachse, Texas 75048’ over the Memorial Day Weekend, May 26 – 30, 2017.

“SEDC” shall mean the Sachse Economic Development Corporation.

Article II

Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Economic Development Grants

3.1 **Grant.** Subject to the obligation of the Company to repay the Grant as provided in Article V hereof, and the continuing obligation of the Company to satisfy all of the terms and conditions of this Agreement, the SEDC agrees to provide the Company with a Grant to be paid in a lump sum within thirty (30) days after receipt of a Payment Request.

3.2 The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall have no obligation or liability to pay any portion of the Grant unless SEDC appropriates funds to make such payment during the budget year in which the Grant is payable.

Article IV Conditions to Economic Development Grant

The obligation of the SEDC to pay the Grant hereunder shall be conditioned upon the continued compliance and satisfaction of the terms and conditions of the Agreement by the Company and each of the terms and conditions in Article IV.

4.1 **The Moving Wall Exhibition.** The Company shall cause the Project to occur on Memorial Day Weekend, May 26 – 30, 2017.

4.2 **Payment Request.** The Company shall, as a condition precedent to the payment of the Grant, provide the SEDC with the Payment Request.

4.3 **Good Standing.** The Company shall not have an uncured breach or default of this Agreement or any Related Agreement.

Article V Termination; Repayment

5.1 **Termination.** This Agreement shall terminate upon any one of the following:

- (a) by mutual written agreement of the Parties;
- (b) on Expiration Date;
- (c) by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (d) by SEDC, if the Company fails to use the Grant funds for the Project within one hundred eighty (180) days; and
- (e) by SEDC, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 **Repayment.** In the event the Agreement is terminated by the SEDC pursuant to Section 5.1 (c), (d), or (e), the Company shall immediately pay to the SEDC an amount equal to the Grant paid by the SEDC to the Company under this Agreement prior to the date of such

termination, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Company set forth in this section 5.2 shall survive termination.

Article VI Miscellaneous

6.1 **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the prior written consent of the SEDC.

6.2 **Limitation on Liability.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless the SEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Company's performance of the conditions under this Agreement.

6.3 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.4 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the SEDC, to:

Attn: Leslyn Blake
Chief Executive Officer
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Company:

Attn: Bobby Tillman, President
Sachse Historical Society
3303 6th Street
Sachse, Texas 75048

6.5 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.6 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 **Amendment.** This Agreement may be amended by the mutual written agreement of the Parties.

6.8 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Exhibits.** Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

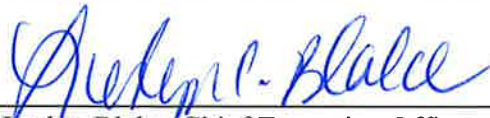
6.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 **Employment of Undocumented Workers.** During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Grant and any other funds received by Company from SEDC as of the date of such violation within 120 business days after the date Company is notified by SEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. Company is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Company or by a person with whom the Company contracts.

(signature page to follow)

EXECUTED on this 27th day of February, 2017.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: 
Leslyn Blake, Chief Executive Officer

EXECUTED on this _____ day of _____, 2017.

SACHSE HISTORICAL SOCIETY

By: 
Bobby Tillman, President



3033 6th Street
Sachse, TX 75048
January 10, 2017

Ms. Leslyn Blake, Chief Executive Officer
Sachse Economic Development Corporation
3815-B Sachse Road
Sachse, Texas 75048

Dear Ms. Blake,

Transmitted herewith is an application from the Sachse Historical Society Board of Directors requesting EDC grant funding to assist in bringing The Moving Wall to Sachse over the Memorial Day weekend, 2017.

The Historical Society has been presented with the honor of hosting this traveling Vietnam Memorial Wall. We are working closely with the city staff to make this endeavor a huge success. We are asking the EDC for support in this deeply moving, patriotic event. This event will run for four days, with a special Memorial Day ceremony on Monday, May 29, 2017. The Wall will be open to the public from Friday, May 26 through Monday, May 30. Former President George W. Bush has been invited to speak at our ceremony on May 29. All local state and federal representatives will also be invited to attend. We hope to have over 10,000 visitors to the wall over this four day period and we will be contacting local TV and news media for coverage..

I have appointed Mr. Jim Mathis to serve as Chairman of the Moving Wall Committee to direct this project. He would be glad to furnish any additional materials or information you or your corporation might need. Also both of us are available to discuss any part of our request for funding.

On behalf of the Sachse Historical Society Board of Directors I want to express our thanks for your giving consideration to this request.

Sincerely,

A handwritten signature in cursive script that reads 'Bobby Tilman'.

Bobby Tilman, President
Sachse Historical Society



Grant Application

(Please type or print clearly)

Date of application: January 10, 2017

Contact Information:

Company Name: Sachse Historical Society

Applicant Name: Sachse Historical Society

Contact Person: James Mathis

Position: SHS Board Member/Chairman of the Moving Wall Committee

Phone: 214-403-9081 Fax: None

E-mail: Chief0384@gmail.com Web site

address: www.sachsehistoricalsociety.com

Mailing Address: 3033 6th Street, Sachse, TX 75048

Physical Address: 3033 6th Street, Sachse, TX 75048

Business Information:

Legal entity name (DBA) Sachse Historical Society

State ID Number: TX Tax # 17523856932, EIN# 75-2385693

Date Business was started April 5, 1989

Location of project: City Municipal Complex, 3815 Sachse Rd., Sachse, TX 75048

Do you own or lease building, land or site for which the grant is being requested?

Own Lease Property Owner City of Sachse

Project Contractor Name : Vietnam Combat Veterans, Ltd

Address: PO Box 715, White Pine, MI 49971

Phone No. (906) 390-0902 e-mail: ajgrayairborne@hotmail.com

Project Engineer Name: None

Address: N/A

Phone No. N/A e-mail: N/A

Business Activities:

NAICS Code None

Company's principal business Provide 1/2 replica of the VN Memorial Wall to Cities.

Description of proposed project : Set up "The Moving Wall" for area people to visit over the Memorial Day Weekend, 5/26-5/29, 2017.

Provide copy of business plan The Historical Society does not have a business plan.

Sachse EDC 3815 Sachse Road, Building B Sachse, Texas 75048 469.429.4764

For consideration are you willing to provide financial information on the company?
Yes, A copy of the Societies current Financial Report can be made available.

Proposed Project/Development:

Amount of Grant Request \$ 10,000.00

Is the Company expanding its existing local operations or relocating its operations from somewhere else to Sachse? N/A Expansion _____ Relocation _____

Does the Company plan to lease or own the facility? N/A Lease _____ Own _____

Will the facility be new or existing? N/A New _____ Existing _____

What is the address of the existing facility or main office? N/A

What is the estimated total cost of the project? (include supporting information such as estimates or written bids) \$ 14,845.00

Project completion date: May 30, 2017

Description of benefits from project, intended uses and users, and other information (with documentation) that demonstrates the need for this project. Exposure of Sachse to an expected 10,000+ visitors. Promote the City via advertising the Moving Wall in Sachse. We have invited former President G.W. Bush to speak at our Memorial Day ceremony along with inviting other elected officials to attend. We expect TV and media coverage of our Memorial Day Ceremony.

Capital/Financial

Number of jobs to be created: 0 Average salary: N/A

Increased value to City, site or surrounding parcels: Unknown

Provide a cost benefit analysis of project with requested funding: Unknown

Project Cost

- | | |
|--------------------------|-------------------------------|
| 1. Land Acquisition | \$ <u>See attached budget</u> |
| 2. Site Preparation | \$ <u>for items 1-8.</u> |
| 3. Professional Services | \$ _____ |
| 4. Personnel/Labor/Admin | \$ _____ |
| 5. Contracting Services | \$ _____ |
| 6. Materials/Supplies | \$ _____ |
| 7. Equipment/Furnishings | \$ _____ |
| 8. Other (describe) | \$ _____ |

TOTAL PROJECT COST \$ 14,845.00

Other funds to be used \$ Donations from individuals and businesses.

Return on Investment (maximum 3 years) Unknown

Has the company filed any bankruptcies in the past? _____ Yes X _____ No

Which type _____ Has anyone ever initiated bankruptcy on the company, business or individual owner?

_____ Yes _____ No Why? _____

Has the business status with the State Comptroller changed in any manner?

_____ Yes X _____ No How? _____

_____ When _____

Attach business plan for confidential review. SHS does not have a business plan.

Sales

Will there be taxable sales for the City of Sachse? X Yes _____ No
Amount Unknown Type Unknown
Will the company make taxable purchases in the City of Sachse? X Yes _____ No
What percentage of purchases will be executed with suppliers outside of Sachse?
80%
Will Sachse be designated as the "point of deliver" of the "point of first use" for the
purpose of collecting sales/use taxes of purchases? X Yes _____ No

Employment

How many individuals will the company employ in Sachse? 0 – all volunteers
_____ Full Time _____ Part Time _____ Temporary
Average wage of new employees in Sachse: N/A
What percentage of the employees will receive employment benefits? N/A
Provide information on additional employee benefits: N/A

Utilities

Monthly electric utility consumption \$ Unknown, _____
Monthly water use \$ 0
Monthly waste water \$ 0
Monthly telephone service \$ 0
Monthly gas service \$ 0
Is the facility of the business LEED Certified? _____ Yes X No
Are there plans to obtain any LEED Certifications _____ Yes X No
Will there be any energy reduction features, operations or programs at the place of
business? _____ Yes X No What are they? _____

Other Economic Impact Considerations

Member of the Sachse Chamber of Commerce? X Yes _____ No
Past involvement in local community: Museum, Caboose, Fallfest, Veterans Day
Company sponsorships None
Future Community Involvement Museum, Caboose, Fallfest, Veterans Day

Attach photos of designated improvement area.

Attach drawing of planned improvements.

A *Letter of Acceptance* of the project completion from the City of Sachse will be required upon completion of the project along with invoices for all costs of the completed project before disbursement of funds by the SEDC for any approved funding.
The Sachse Economic Development Corporation reserves the right to request, receive and evaluate additional information from the applicant before a decision is made on this request.

I DECLARE THAT THE INFORMATION IN THIS DOCUMENT AND ANY ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPLICANT: James Mathis _____ DATE: January 10, 2017 _____

Title: Board Member/Chairman, The Moving Wall Committee _____

This application received by: _____

On _____

A complete application may be delivered or mailed to:

Leslyn Blake, CEO
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048
lblake@cityofsachse.com
469-429-4764

VERIFICATION

State of Texas
County of Dallas

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Today, the _____ day of _____ 20____.

(Personalized Seal)

Notary Public's Signature

(SEDC Grant Application revised January 2016)

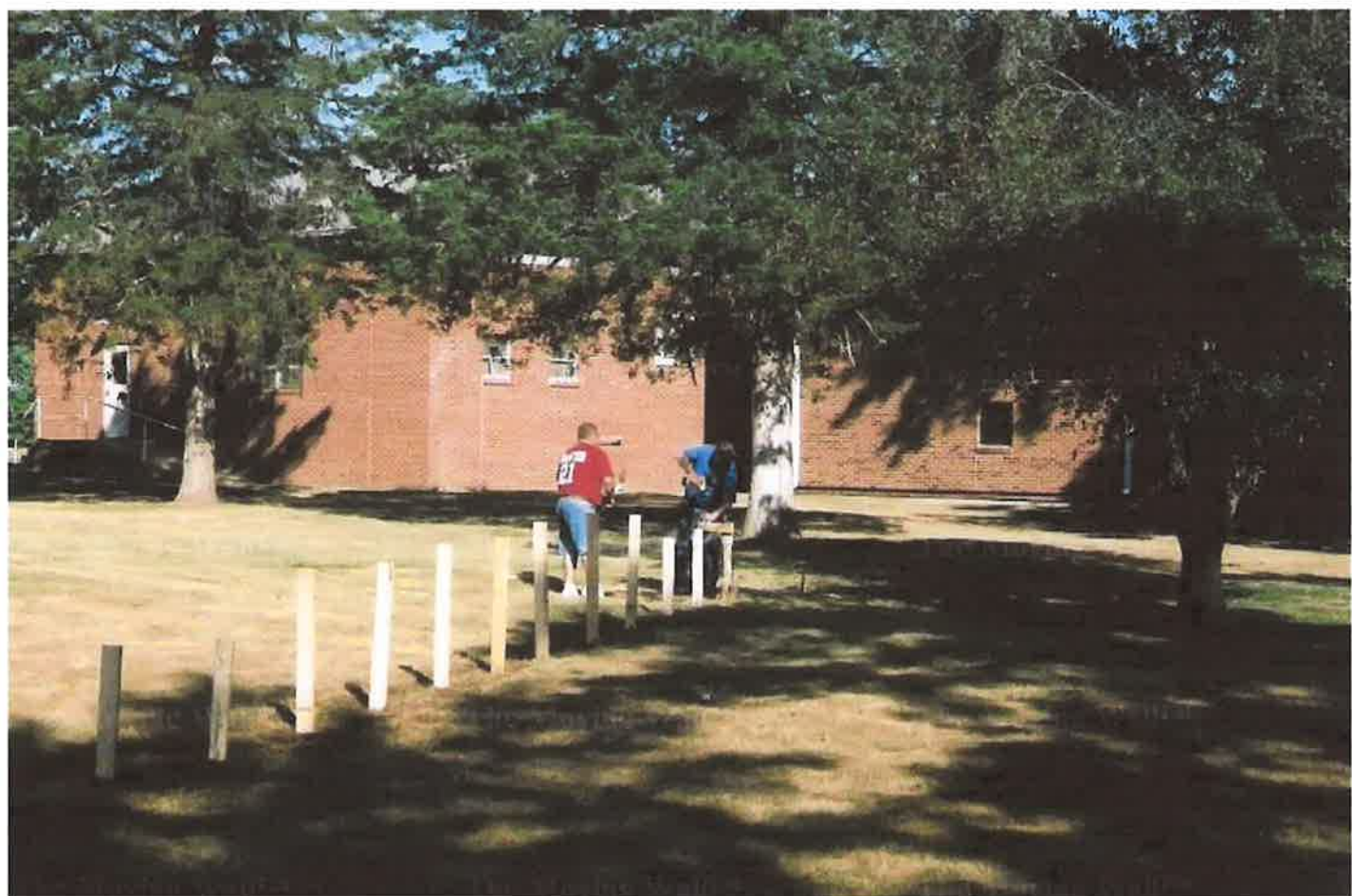
THE MOVING WALL PRELIMINARY BUDGEET

<u>ITEM</u>	<u>COST</u>
Room and board, 2 persons, 6 days	\$ 1,200.00
Lumber and material for the Wall base and pathway	1,800.00
Portable Lavatories (4 regular, 1 handicap-Allied)	425.00
Rental of 20 x 20 tent, includes delivery/pickup	420.00
Rental of 300 chairs (5/30/17) includes delivery/pickup	500.00
Advertising: Brochures/fliers and banners	2,000.00
Advertising: Magazines and news media	3,000.00
Cost of The Moving Wall	<u>5,500.00</u>
TOTAL	\$14,845.00



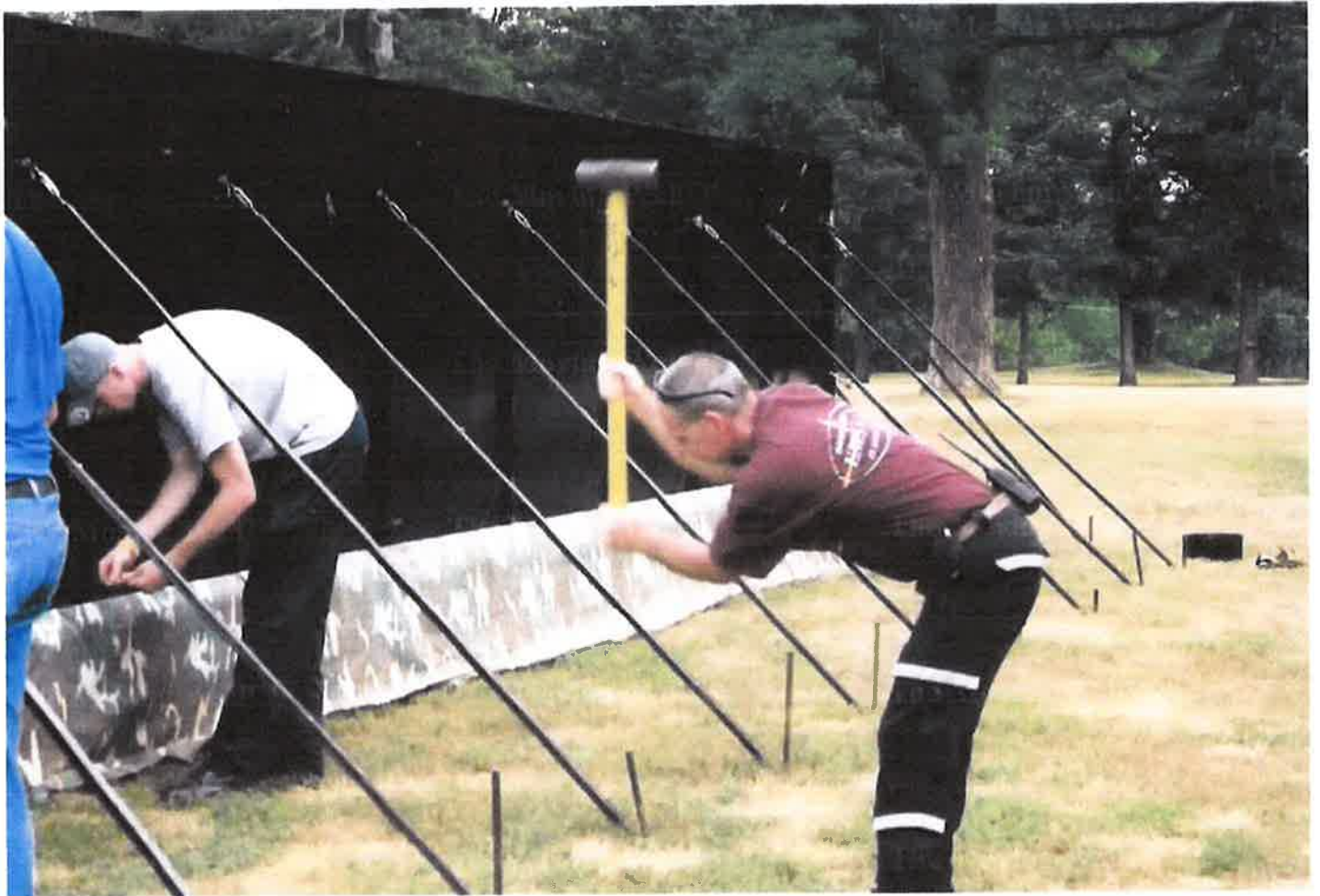
The Moving Wall — Platform and Setup







The Moving Wall — Platform and Setup



RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SACHSE ECONOMIC DEVELOPMENT CORPORATION AND SACHSE HISTORICAL SOCIETY, FOR FUNDING FOR THE MOVING WALL EXHIBITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, authorizes the SEDC to provide economic development grants for the promotion of new and expanded business enterprises; and

WHEREAS, the City Council has determined that the Economic Development Incentive Agreement (“Agreement”) attached as Exhibit “A” will promote new and expanded business enterprises within the City of Sachse; and

WHEREAS, the City Council has determined that the expenditure of funds pursuant to the Agreement is authorized by the Act and is an authorized project under the Act, and that the Agreement should be approved;

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

Section 1. That the City Council hereby approves the Agreement 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 6th day of March, 2017.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Peter G. Smith". The signature is written in dark ink and is positioned above a horizontal line.

Peter G. Smith, City Attorney
(KBL:3-3-17:TM 84257)

Exhibit “A”

STATE OF TEXAS §
§ ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Sachse Economic Development Corporation (“SEDC”) and Sachse Historical Society, a Texas nonprofit corporation (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, Company has requested funding for The Moving Wall Exhibition (hereinafter defined as the “Project”) to promote community awareness and provide an event for the citizens of Sachse; and

WHEREAS, the SEDC supports the efforts of the Company for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, authorizes the SEDC to provide economic development grants for the promotion of new and expanded business enterprises; and

WHEREAS, the SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, the SEDC has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

WHEREAS, the City is authorized pursuant to Chapter 380, Texas Local Government Code, to promote economic development opportunities in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

Article I **Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

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Party's property and such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party and in the event such proceeding is not voluntarily commenced by the Party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

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"Grant" shall mean an economic development grant in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for the actual costs incurred and paid by the Company for materials and supplies for the Project, excluding taxes and permit fees, to be paid as set forth herein.

"Payment Request" shall mean a written request from the Company to the SEDC for payment of the Grant accompanied by invoices, receipts and other evidence of the costs incurred and paid by the Company for the event.

"Project" shall mean the set up of the traveling Vietnam Memorial Wall at City Municipal Complex, 3815 Sachse Road, Sachse, Texas 75048' over the Memorial Day Weekend, May 26 – 29, 2017.

"SEDC" shall mean the Sachse Economic Development Corporation.

Article II

Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Economic Development Grants

3.1 **Grant.** Subject to the obligation of the Company to repay the Grant as provided in Article V hereof, and the continuing obligation of the Company to satisfy all of the terms and

conditions of this Agreement, the SEDC agrees to provide the Company with a Grant to be paid in a lump sum within thirty (30) days after receipt of a Payment Request.

3.2 The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall have no obligation or liability to pay any portion of the Grant unless SEDC appropriates funds to make such payment during the budget year in which the Grant is payable.

Article IV **Conditions to Economic Development Grant**

The obligation of the SEDC to pay the Grant hereunder shall be conditioned upon the continued compliance and satisfaction of the terms and conditions of the Agreement by the Company and each of the terms and conditions in Article IV.

4.1 **The Moving Wall Exhibition.** The Company shall cause the Project to occur on Memorial Day Weekend, May 26 – 29, 2017.

4.2 **Payment Request.** The Company shall, as a condition precedent to the payment of the Grant, provide the SEDC with the Payment Request.

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5.1 **Termination.** This Agreement shall terminate upon any one of the following:

- (a) by mutual written agreement of the Parties;
- (b) on Expiration Date;
- (c) by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (d) by SEDC, if the Company fails to use the Grant funds for the Project within one hundred eighty (180) days; and
- (e) by SEDC, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 **Repayment.** In the event the Agreement is terminated by the SEDC pursuant to Section 5.1 (c), (d), (e) or (f), the Company shall immediately pay to the SEDC an amount equal to the Grant paid by the SEDC to the Company under this Agreement prior to the date of such termination, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the

SEDC) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Company set forth in this section 5.2 shall survive termination.

Article VI Miscellaneous

6.1 **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned without the prior written consent of the SEDC.

6.2 **Limitation on Liability.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless the SEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of the Company's performance of the conditions under this Agreement.

6.3 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.4 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the SEDC, to:

Attn: Leslyn Blake
Chief Executive Officer
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.

1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Company:

Attn: Bobby Tillman, President
Sachse Historical Society
3303 6th Street
Sachse, Texas 75048

6.5 **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or

written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.6 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 **Amendment.** This Agreement may be amended by the mutual written agreement of the Parties.

6.8 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Exhibits.** Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 **Employment of Undocumented Workers.** During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Grant and any other funds received by Company from SEDC as of the date of such violation within 120 business days after the date Company is notified by SEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. Company is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Company or by a person with whom the Company contracts.

(signature page to follow)

EXECUTED on this _____ day of _____, 2017.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Leslyn Blake, Chief Executive Officer

EXECUTED on this _____ day of _____, 2017.

SACHSE HISTORICAL SOCIETY

By: _____
Bobby Tillman, President



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3712	Version:	1	Name:	Comp Plan Adoption 3-06
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/28/2017	In control:		In control:	City Council
On agenda:	3/6/2017	Final action:		Final action:	
Title:	Conduct a public hearing on the 2017 City of Sachse Comprehensive Plan and consider a Resolution approving the 2017 Comprehensive Plan for the City of Sachse to provide for a comprehensive planning program, vision, and official policy for the future of the City.				

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution](#)

Date	Ver.	Action By	Action	Result
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Title

Comprehensive Plan

Background

Following the public hearing, the City Council has the option to adopt the 2017 Comprehensive Plan.

Policy Considerations

As outlined within the Comprehensive Plan.

Budgetary Considerations

None.

Staff Recommendations

Conduct a public hearing on the 2017 City of Sachse Comprehensive Plan and consider a Resolution approving the 2017 Comprehensive Plan for the City of Sachse to provide for a comprehensive planning program, vision, and official policy for the future of the City.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE 2017 COMPREHENSIVE PLAN FOR THE CITY OF SACHSE TO PROVIDE FOR A COMPREHENSIVE PLANNING PROGRAM, VISION AND OFFICIAL POLICY FOR THE FUTURE OF THE CITY; PROVIDING A REPEALING CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 213 of the Texas Government Code grants the City of Sachse ("City") the power to adopt a comprehensive plan for the purpose of promoting sound development and the public health, safety, and welfare; and

WHEREAS, the City desires to adopt the 2017 Comprehensive Plan to address physical growth within the City, including planning of land uses, thoroughfares, parks, utilities, and related matters within the City; and

WHEREAS, the Planning & Zoning Commission has reviewed and recommended the approval of the 2017 Comprehensive Plan; and

WHEREAS, in compliance with the laws of the State of Texas and City Charter, the City has given all the required notices, held the required public hearings, conducted numerous community meetings, public input sessions, stakeholder interviews, joint work sessions, focus groups, and other forms of community input to all property owners generally, the citizens of the City of Sachse, and to all interested persons regarding the 2017 Comprehensive Plan described herein, the City Council deems it is in the best interest of all its citizens to adopt the 2017 Comprehensive Plan of the City of Sachse.

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

SECTION 1. That the 2017 Comprehensive Plan for the City of Sachse, attached hereto as Exhibit "A", is adopted as the growth management guide, formal vision, and long range planning tool for the City Council, the Planning & Zoning Commission, and all other applicable boards and departments of the City.

SECTION 2. That the 2017 Comprehensive Plan for the City, as adopted, shall be utilized as a basic guide for decision making relative to new growth, including the passage of ordinances and resolutions and the administration thereof. This guide shall be followed to the greatest extent practicable under the then existing circumstances in order to accomplish orderly growth within the City.

SECTION 3. That all resolutions of the City of Sachse, Dallas County, Texas, in conflict with the provisions of this resolution be, and the same are hereby repealed; provided,

however, that all other provisions of said resolutions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. 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 _____, 2017.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

EXHIBIT “A”
City of Sachse 2017 Comprehensive Plan