



Sachse, Texas

Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Meeting Agenda City Council

Monday, February 16, 2015

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, February 16, 2015, at 7:30 p.m. in the Council Chambers at the 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.

1.a ALL ITEMS LISTED ON THE CONSENT AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS.

[15-2688](#) Consider approval of the minutes of the February 2, 2015, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes 2.02.15.pdf](#)

[15-2650](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Second Amended and Restated Development Agreement by and between the City of Sachse, Texas, and Jackson Meadows Partners, LP; authorizing its execution by the City Manager.

Executive Summary

This item is for an amendment to the current Amended and

Restated Development Agreement for the Jackson Hills and Jackson Meadows developments in the City of Sachse, Texas. The amendments included further defining the obligations of the Developer and the City of Sachse related to public infrastructure associated with the projects.

Attachments: [Sachse Thoroughfare Plan PDF](#)

[Second Amended and Restated Development Agreement PDF](#)

[Resolution for Second Amended and Restated Development Agreement PDF](#)

[15-2691](#)

Consider an ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2014-2015 budget.

Executive Summary

The City of Sachse 2015 Strategic Plan, adopted by City Council January 5, 2015, included as Goal 4, Strategy 4, to "consider funding a comprehensive plan update during the current fiscal year." The City's unassigned general fund balance for the fiscal year ended September 30, 2014 was \$5,568,904 which equates to 44% of budgeted expenditures for 2014-2015, well above the targeted fund balance of 25-35%. This unassigned fund balance is the source of funding for the comprehensive plan update, estimated at approximately \$200,000.

Attachments: [SACHSE Ordinance Amending 2014-2015 Budget 021615](#)

[15-2658](#)

Consider a resolution of the City Council of the City of Sachse, Texas, amending the Master Fee Schedule adopted by Resolution 3433 by amending Engineering Fees to include a fee for a Traffic Calming Application; and providing for an effective date.

Executive Summary

The City Council the Citizen's Handbook for Requesting Traffic Calming Devices at the January 19, 2015 City Council Meeting. The purpose of this item is to allow for the adoption of a Traffic Calming Application Fee of \$50.00.

Attachments: [Master Fee Schedule PDF](#)

[Resolution for Master Fee Schedule Update PDF](#)

[15-2692](#)

Consider acceptance of the resignation of Jack Bickler on the Planning and Zoning Commission.

Executive Summary

Mr. Jack Bickler has resigned his seat on the Planning and Zoning Commission.

Attachments: [Jack Bickler resignation.pdf](#)

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

[15-2690](#) Staff Briefing: Sachse Community Development Department update on 2014 development activity.

Executive Summary

The Community Development Department will provide a brief presentation covering all of the major development activity in 2014. The presentation will cover development statistics and provide a map outlining the location of major projects within the community.

Attachments: [2014 Development Activity. Presentation.pdf](#)
[2014 Development Activity Map.pdf](#)

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 from discussing any item not on the posted agenda according to the Texas Open Meetings Act.

4. REGULAR AGENDA ITEMS.

[15-2689](#) Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Ryan Cole vs. Michael Hunter, Martin Cassidy, Carl Carson and the City of Sachse, Texas Civil Action No. 2:12-cv-00607.

Consider any action necessary as a result of Executive Session.

Executive Summary

Closed session as provided by State Law.

[15-2684](#) Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072:

- a. Discuss potential acquisition of real estate related to water system improvements in the City.

Consider any action necessary as the result of executive

session.

Executive Summary

Staff will discuss potential acquisition of real estate related to water system improvements with the City Council.

[15-2694](#)

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: Discussion of renewal of term of Wastewater Treatment Contract with the City of Garland.

Consider any action necessary as a result of Executive Session.

Executive Summary

Closed session as provided by State Law.

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. Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: February 13, 2015; 5:00 p.m.
Terry Smith, City Secretary _____.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #: 15-2688 **Version:** 1 **Name:** Consider approval of the minutes of the most recent Council meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 2/9/2015 **In control:** City Council
On agenda: 2/16/2015 **Final action:**
Title: Consider approval of the minutes of the February 2, 2015, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes 2.02.15.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the February 2, 2015, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on February 2, , 2015, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the February 2, , 2015, regular meeting as a Consent Agenda Item.

**REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
FEBRUARY 2, 2015**

The City Council of the City of Sachse held a Regular Meeting on Monday, February 2, 2015 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Jeff Bickerstaff
Councilman Charles Ross
Councilman Brett Franks
Councilman Paul Watkins
Councilman Cullen King
Councilman Bill Adams

and all were present, except Councilman Paul Watkins.

Staff present: City Manager Billy George, City Secretary Terry Smith, Executive Assistant Michelle Sirianni, Community Development Director Dan McGinn, Police Chief Dennis Veach, Human Resources Manager Stacy Buckley, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Public Works Director Joe Crase, Fire Chief Rick Coleman, and Finance Director Teresa Savage.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:

The invocation was offered by Councilman King and the pledges were led by Councilman Adams.

1. Consent Agenda:

Mayor Pro Tem Bickerstaff moved to approve the Consent Agenda consisting of: 15-2666 Consider approval of the minutes of the January 26, 2015, special meeting; 15-2660 Consider approval of the minutes of the January 19, 2015, regular meeting; 15-2668 Consider receiving the Monthly Revenue and Expenditure Report for the period ending December 31, 2014; 15-2645 Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended December 31, 2014; 15-2661 Ordinance No. 3649 calling for the May 9, 2015 City Officers' (City Council) election; 15-2657 Resolution No. 3650 of the City Council of the City of Sachse, Texas, approving and authorizing the Mayor to execute the Microsoft Enterprise Software Licensing Agreement through the State of Texas' Agreement with SHI Government Solutions; 15-2669 Consider receiving the City's Comprehensive Annual Finance Report (CAFR) for the fiscal year ending September 30, 2014; 15-2665 Resolution No. 3651 of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement and first addendum thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 3, 2015, at Heritage Park and 15-2673 Resolution No. 3652 of the City Council of the City of Sachse, Texas, approving the purchase of real property for the construction of widening and paving improvements to Ranch Road from Harlan Drive to Clearmeadow Lane; said property to be conveyed to the City of Sachse through a title company; authorizing the execution of all necessary documents by the city manager; and providing an effective date. The motion was seconded by Councilman Franks and carried unanimously.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:

15-2667 Recognition of service to the City for Mr. William K. George, with short recess for refreshments.
15-2671 Police Department Annual Briefing.

Mayor Pro Tem Bickerstaff noted the Library Photo Contest is this month. The library has IRS income tax forms available. The 2nd annual Wally Wonka Valentine Party will be next Tuesday at 4:00 p.m. On February 28 a rain harvesting program will be presented.

Councilman King noted that the Animal Shelter received the Spirit of Sachse award at the Chamber of Commerce awards banquet.

Councilman Franks noted the Spring/Summer Parks Brochure is out. It's also available on the Parks webpage and Facebook page.

Mayor Felix noted the following events: March 8th at 2:00 p.m. is the Sachse Historical Society annual meeting; March 21st at 9:00 a.m. is the Sachse Baseball Association opening day ceremony and parade; March 21st is also the Sock Hop at the Senior Center; March 28th is the Easter egg hunt; and April 11th is the Great American Cleanup.

3. Citizen Input: No comments were made.

4. Regular Agenda Items:

15-2676 Consider an ordinance authorizing the issuance of City of Sachse, Texas, General Obligation Refunding Bonds; establishing procedures and delegating authority for the sale and delivery of the bonds; providing for the security and payment of said bonds; providing an effective date; and enacting other provisions relating to the subject:

Following discussion, Mayor Pro Tem Bickerstaff moved to approve 15-2676 (Ordinance No. 3653) as presented. The motion was seconded by Councilman Franks and carried unanimously.

15-2662 Consider a resolution of the City Council of the City of Sachse, Texas approving the terms and conditions of a consulting services agreement, by and between the City of Sachse and Evergreen Solutions, LLC to provide human resource management consulting services to the city in an amount not to exceed \$35,000:

Following discussion, Councilman King moved to approve 15-2651 (Resolution No. 3654) as presented. The motion was seconded by Councilman Ross and carried unanimously.

5. Adjournment:

There being no further business, Councilman Ross moved to adjourn. The motion was seconded by Mayor Pro Tem Bickerstaff and carried unanimously. The meeting adjourned at 9:18 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #:	15-2650	Version:	1	Name:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Second Amended and Restated Development Agreement by and between the City of Sachse, Texas, and Jackson Meadows Partners, LP; authorizing its e
Type:	Agenda Item	Status:			Agenda Ready
File created:	1/14/2015	In control:			City Council
On agenda:	2/2/2015	Final action:			
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Second Amended and Restated Development Agreement by and between the City of Sachse, Texas, and Jackson Meadows Partners, LP; authorizing its execution by the City Manager.				

Executive Summary

This item is for an amendment to the current Amended and Restated Development Agreement for the Jackson Hills and Jackson Meadows developments in the City of Sachse, Texas. The amendments included further defining the obligations of the Developer and the City of Sachse related to public infrastructure associated with the projects.

Sponsors:

Indexes:

Code sections:

Attachments: [Sachse Thoroughfare Plan PDF](#)
[Second Amended and Restated Development Agreement PDF](#)
[Resolution for Second Amended and Restated Development Agreement PDF](#)

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 a Second Amended and Restated Development Agreement by and between the City of Sachse, Texas, and Jackson Meadows Partners, LP; authorizing its execution by the City Manager.

Executive Summary

This item is for an amendment to the current Amended and Restated Development Agreement for the Jackson Hills and Jackson Meadows developments in the City of Sachse, Texas. The amendments included further defining the obligations of the Developer and the City of Sachse related to public infrastructure associated with the projects.

Background

The Second Amended and Restated Development Agreement outlining the terms, conditions,

and obligations of both the Developer and the City is shown in Attachment 2.

Sanitary Sewer Improvements

The Developer was unable to construct the Old Miles Sewer as a part of the Wastewater System Facilities as required by the 2007 Amended and Restated Development Agreement. The estimated construction cost of the Old Miles Sewer Improvements is \$69,063.73.

Wetlands Mitigation

The 2007 Amended and Restated Development Agreement stated that the Developer had an obligation to pay to the City a proportionate share of the USACE Wetlands Mitigation Costs associated with the construction of Bunker Hill Road. The Developer's proportionate share totaled \$130,500.00. The Developer paid to the City \$50,000.00 of the Mitigation Costs upon the execution of the 2007 Amended and Restated Development Agreement, and owes the City a remaining sum of \$80,500.00 in Mitigation Costs for the USACE Wetlands Mitigation.

Roadway Improvements

Hudson Crossing is defined in the City of Sachse Thoroughfare Plan as a collector road (Attachment 1), and is identified as a future roadway improvement in the 2011-2021 10-year Capital Improvement Plan for the City of Sachse. The Thoroughfare Plan is included as Attachment 2. The 2007 Amended and Restated Development Agreement stated that the Developer had an obligation to construct Hudson Crossing as a single 25-foot wide lane in an 80-foot right-of-way. The estimated construction cost of the single 25-foot wide lane is \$142,401.33. As stated in the 2007 Amended and Restated Development Agreement, the remaining 25-foot wide lane would be the City's obligation to cause to construct in the future.

Second Amended Agreement

The Developer owes the City the sum of \$149,563.73, which is the sum of the Old Miles Sewer Improvements (\$69,063.73), and the remaining Mitigation Costs for the USACE Wetlands Mitigation (\$80,500.00). In addition, the Developer has an existing obligation to construct Hudson Crossing (\$142,401.33). The total of the sum owed to the City plus the construction cost of a single 25-foot wide lane is \$291,965.06. The City has requested, and the Developer has agreed, to construct Hudson Crossing as two 25-foot lanes in an 80-foot right-of-way, including a median, landscaping, and Oncor street lighting. The estimated construction cost to construct Hudson Crossing as two 25-foot lanes in an 80-foot right-of-way, including a median, landscaping, and Oncor street lighting, is \$549,450.91.

The City agrees to pay the Developer the fixed fee sum of \$257,485.85, for the remaining construction cost of Hudson Crossing, which equals the difference between the construction cost of Hudson Crossing and the total sum of the Developer's obligations in the 2007 Amended and Restated Development Agreement.

Policy Considerations

Texas Local Government Code 212.071 authorizes municipalities to participate in the developer's costs of construction of public improvements related to the development of

subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code. The City Council of the City of Sachse may choose to enter into this development agreement with the Developer for the construction of the capital roadway improvements.

The Developer shall submit all pay applications and maintenance bonds to the City of Sachse for review and approval upon the completion of the construction of Hudson Crossing.

Budgetary Considerations

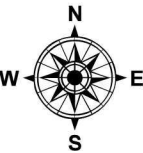
The City's financial obligation for the Second Amended and Restated Development Agreement is a fixed fee of \$257,485.85 for the construction of Hudson Crossing. The funds will be paid from the Street Impact Fee Fund, as Hudson Crossing is shown on the City of Sachse Thoroughfare Plan as a proposed collector road.

Staff Recommendations

Staff recommends the City Council to approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Second Amended and Restated Development Agreement by and between the City of Sachse, Texas, and Jackson Meadows Partners, LP; authorizing its execution by the City Manager, as a Consent Agenda Item.

THOROUGHFARE PLAN

March 1, 2010



COLLIN COUNTY
DALLAS COUNTY

Legend

- Principal Arterial-Existing
- Collector-Existing
- Collector-Proposed
- Minor_Arterial-Existing
- Minor_Arterial-Proposed
- Trail-Existing
- Trail-Proposed
- city_limits
- countyline
- S.H. 190 Turnpike
- 100 Year Floodplain

STATE OF TEXAS §
 § **SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT**
COUNTY OF DALLAS §

This Second Amended and Restated Development Agreement ("Agreement") is made by and between the City of Sachse, Texas ("City"), and Jackson Meadows Partners, LP, a Texas limited partnership ("Developer") (each a "Party" or collectively the "Parties"), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, City and Woodbridge Properties, LLC, a Texas limited liability company ("Woodbridge"), entered into that certain Development Agreement dated August 10, 2001 ("Development Agreement"), providing for the terms under which Capital Improvement Facilities, including Water System Facilities, Wastewater System Facilities and Thoroughfare System Facilities (hereinafter defined) would be constructed on certain real property; and

WHEREAS, pursuant to that certain Contract of Sale effective September 27, 2005, Woodbridge sold Developer a portion of the property, subject to the Development Agreement and known as Jackson Hills and Jackson Meadows, located in the City of Sachse, Texas, and being described in Exhibit "A" (the "Property"); and

WHEREAS, Developer, as successor to Woodbridge, intends to develop the Property and to design and construct certain Capital Improvement Facilities, including water, wastewater and roadways, on and for the benefit of the Property (collectively referred to as the "Project"); and

WHEREAS, Developer and City desire to amend and restate the Development Agreement as it relates to the Property to set forth and clarify the rights and obligations of Developer and City; and

WHEREAS, since the obligations of Woodbridge and City, with respect to the Development Agreement, were fully satisfied, Developer and City entered into that certain Amended and Restated Development Agreement dated November 8, 2007 (the "Amended and Restated Development Agreement"), to amend and restate the Development Agreement as it related to the Property to set forth and clarify the rights and obligations of Developer and City; and

WHEREAS, as part of the Bunker Hill Road improvements, Developer had an obligation to comply with the United States Army Corps of Engineers' (the "Corps") guidelines regarding wetlands delineation and mitigation adjacent to the Property (the "USACE Wetlands Mitigation"), the Parties agreed that Bunker Hill Road should be constructed as a single project by City provided: (i) Developer paid to City its proportionate share of said USACE Wetlands Mitigation, not to exceed One Hundred Thirty Thousand Five Hundred Dollars (\$130,500.00) ("Mitigation Costs"); (ii) City assumed all responsibility for the construction of Bunker Hill Road, including all obligations to the Corps; and (iii) Developer paid to City the sum of Fifty Thousand Dollars (\$50,000.00) of the Mitigation Costs upon execution of the Amended and

Restated Agreement, and paid the remainder of the Mitigation Cost within thirty (30) business days of being notified by City that a contract has been awarded for the Bunker Hill Road construction, including implementation of a Mitigation Plan approved by the Corps; and

WHEREAS, Developer paid to City Fifty Thousand Dollars (\$50,000.00) of the Mitigation Costs upon execution of the Amended and Restated Agreement, but still owes City the sum of Eighty Thousand Five Hundred Dollars (\$80,500.00) for the remainder of the Mitigation Costs for the USACE Wetlands Mitigation; and

WHEREAS, Developer was unable to construct the Old Miles Sewer as part of the Wastewater System Facilities as required by the Amended and Restated Development Agreement with an estimated cost of construction in the amount of Sixty-Nine Thousand Sixty-Three Dollars and 73/100 (\$69,063.73); and

WHEREAS, Developer owes City the sum of One Hundred Forty-Nine Thousand Five Hundred Sixty-Three Dollars and 73/100 (\$149,563.73); being the sum of Eighty Thousand Five Hundred Dollars (\$80,500.00) for the remainder of the Mitigation Costs for the USACE Wetlands Mitigation and Sixty-Nine Thousand Sixty-Three Dollars and 73/100 (\$69,063.73) for the construction cost of the Old Miles Sewer; pursuant to the Amended and Restated Agreement; and

WHEREAS, Developer is required to construct Hudson Crossing in Phase 3B as a single 25-foot collector street in an 80 foot right-of-way as required by the Amended and Restated Development Agreement with an estimated cost of construction in the amount of One Hundred Forty-Two Thousand Four Hundred One Dollars and 33/100 (\$142,401.33); and

WHEREAS, as an offset against the sum of One Hundred Forty-Nine Thousand Five Hundred Sixty-Three Dollars and 73/100 (\$149,563.73) owed to City by Developer, City has requested, and Developer has agreed, to design and construct Hudson Crossing in Phase 3B as a collector street in an 80 foot right-of-way with 2-25 foot wide lanes, including a median, Onco street lighting, and landscaping (rather than a single 25-foot collector street). The proposed Hudson Crossing has an estimated cost of construction of Five Hundred Forty-Nine Thousand Four Hundred Fifty Dollars and 91/100 (\$549,450.91), and the City has agreed to pay the Developer the sum of Two Hundred Fifty-Seven Thousand Four Hundred Eighty-Five Dollars and 85/100 (\$257,485.85) as set forth herein; and

WHEREAS, the Parties desire to amend the Amended and Restated Development Agreement as set forth herein;

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

Article I Term

The term of this Agreement shall commence on the last date of execution hereof by a Party (the "Effective Date") and shall continue until all Parties have fully satisfied all terms and conditions of this Agreement, unless sooner terminated as provided herein.

Article II Definitions

"Capital Improvement Facilities" shall mean the Wastewater System Facilities and Thoroughfare System Facilities and related appurtenances to be constructed by the Developer on the Property, as set forth in Exhibits "B," and "C".

"City" shall mean City of Sachse, Texas.

"City Engineer" shall mean City of Sachse City Engineer, or designee.

"Commencement of Construction" shall mean that: (i) the Construction Documents have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Hudson Crossing Project on the Property; (ii) all necessary permits for the construction of the Hudson Crossing Project on the Property pursuant to the Construction Documents therefore have been issued by all applicable governmental authorities; and (iii) grading of the Property has commenced.

"Completion of Construction" shall mean: (i) the respective Capital Improvement Facilities have been substantially completed in accordance with the Construction Documents; and (ii) the respective Capital Improvement Facilities have been accepted by City.

"Construction Documents" shall mean the plans and specifications submitted for the design, installation and construction of the respective Capital Improvement Facilities, as approved by City Engineer.

"Developer" shall mean Jackson Meadows Partners, LP, and any subsequent developer of any portion of the Property.

"Effective Date" shall mean the last date of execution of this Agreement.

"Property" shall mean the real property described in Exhibit "A" attached hereto.

"Thoroughfare System Facilities" shall mean the design and construction of full width of Hudson Crossing 2-25 foot back to back cross sections (80 foot right-of-way) consisting of approximately 1449 linear feet concrete collector street as depicted in Exhibit "B" in accordance with the Construction Documents.

“Wastewater System Facilities” shall mean the wastewater system facilities as set forth in Exhibit “C”.

Article III Capital Improvement Facilities

3.1 **Project Construction.** (a) **General.** Developer owes City the sum of One Hundred Forty-Nine Thousand Five Hundred Sixty-Three Dollars and 73/100 (\$149,563.73) pursuant to the Amended and Restated Agreement. As an offset against the sum of One Hundred Forty-Nine Thousand Five Hundred Sixty-Three Dollars and 73/100 (\$149,563.73) owed to City, Developer agrees, without cost to City, to cause Completion of Construction thereof during Phase 3B of the Development. Developer agrees that City may withhold building permits, final inspection and certificate of occupancies for any building or structure within Phase 3B until such time as Developer has caused the Completion of Construction of the Hudson Crossing Project.

(b) **Hudson Crossing Project.** Developer agrees to design and construct full width of Hudson Crossing 2-25 foot back to back cross sections (80 foot right-of-way) consisting of approximately 1430 linear feet concrete collector street, as depicted in Exhibit “B,” including landscaping, Onco street lighting, additional paving and storm water improvements in accordance with the Construction Documents (“Hudson Crossing Project”). City agrees to pay to Developer Two Hundred Fifty-Seven Thousand Four Hundred Eighty-Five Dollars and 85/100 (\$257,485.85), the sum of which is the collective difference between the sum owed by the Developer to the City of One Hundred Forty-Nine Thousand Five Hundred Sixty-Three Dollars and 73/100 (\$149,563.73) and the construction cost of a 25-foot collector street estimated to be One Hundred Forty-Two Thousand Four Hundred One Dollars and 33/100 (\$142,401.33) and the actual costs incurred by the Developer for the construction of the full width of Hudson Crossing estimated to be Five Hundred Forty-Nine Thousand Four Hundred Fifty Dollars and 91/100 (\$549,450.91). City shall pay such costs to the Developer within thirty (30) days after the later of Completion of Construction of Hudson Crossing and City verification of such costs. Upon Completion of Construction Developer shall provide City with construction pay applications and maintenance bonds and such other records as City may reasonably request to document the actual costs of the design and construction of the entire width of Hudson Crossing Project.

3.2 **Mitigation Costs.** Developer shall pay the sum of Eighty Thousand Five Hundred Dollars no/100 (\$80,500.00) within five (5) days after the Effective Date in satisfaction of Developer’s remaining obligation to pay to City the Mitigation Costs for the USACE Wetlands Mitigation pursuant to the Amended and Restated Development Agreement.

3.3 **Easements.** City shall acquire all necessary off-site easements for the construction, operation and maintenance of the Capital Improvement Facilities prior to Commencement of Construction. Developer shall, without cost to City, dedicate and convey all necessary on-site easements for the construction, operation and maintenance of the Capital Improvement Facilities upon recordation of a final plat containing the Capital Improvement Facilities.

3.4 **Old Miles Sewer.** The Parties acknowledge and agree that Developer was unable to construct Old Miles Sewer as part of the Wastewater System Facilities as required by the Amended and Restated Development Agreement with an estimated cost of construction in the amount of Sixty-Nine Thousand Sixty-Three Dollars and 73/100 (\$69,063.73), which as a result was constructed by the City. Developer shall pay the sum of Sixty-Nine Thousand Sixty-Three Dollars and 73/100 (\$69,063.73), within five (5) days after the Effective Date in satisfaction of the Developer obligation to construct the Old Miles Sewer.

3.5 **Hudson Development.** Developer shall, without cost to the City, dedicate the necessary right-of-way for alleys to serve the lots that front on Hudson Crossing. Developer shall cause the lots that front on Hudson Crossing to connect to and be served by an alley. No lot that fronts on Hudson Crossing shall have any driveway connection to Hudson Crossing. All garages for such lots shall only be served by an alley.

3.6 **Right-of-Way.** City agrees to acquire the necessary right-of-way for the construction of Hudson Crossing and Rosewood from the Garland Independent School District or other property owner.

Article IV Termination

This Agreement may be terminated by the mutual written agreement of the Parties. Either Party may terminate this Agreement if the other Party breaches any of the terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of notice thereof.

Article V Miscellaneous

5.1 **Release.** Upon the full and final satisfaction by City and Developer of their respective obligations contained herein, City and Developer shall execute and record, in the Deed Records of Dallas County, a release of City and Developer from their obligations set forth herein.

5.2 **Books and Records.** Developer and City agree to make their respective books and records relating to the construction of the Project available for inspection by the other Party, until acceptance of the Project by City.

5.3 **INDEMNIFICATION/HOLD HARMLESS.** DEVELOPER DOES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND THIRD PARTY REPRESENTATIVES (COLLECTIVELY REFERRED TO AS "CITY") FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION OF ANY KIND WHATSOEVER, STATUTORY OR OTHERWISE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND LAWSUITS AND JUDGMENTS, INCLUDING COURT COST, EXPENSES AND ATTORNEY'S FEES, AND ALL OTHER EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM DEVELOPER'S

PERFORMANCE OF THIS AGREEMENT. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

5.4 **Project Plans.** Except as otherwise provided herein, prior to Commencement of Construction, Developer shall submit all Construction Documents for all Capital Improvement Facilities to City Engineer for review and approval.

5.5 **Compliance with Laws.** Except as otherwise provided herein, Developer shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

5.6 **Successors and Assigns.** All obligations and covenants of Developer under this Agreement shall be binding on Developer, its successors and permitted assigns. Developer may not assign this Agreement without the prior written consent of City, which shall not be unreasonably withheld.

5.7 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto.

5.8 **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 Developer, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

5.9 **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.

5.10 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after it is 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 when sent by courier or otherwise hand delivered.

If intended for Developer, to:

Jackson Meadows Partners, LP
c/o Team Phillips, Inc.
1914 Skillman St., Suite 110-310
Dallas, Texas 75206

With a copy to:

Kirk Williams
Winstead PC
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

If intended for City, to:

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

With a copy to:

Pete Smith
Nichols, Jackson, Dillard, Hager & Smith
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

With a copy to Engineer:

City of Sachse, Texas
City Engineer
3815-B Sachse Road
Sachse, Texas 75048

5.11 **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.

5.12 **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

5.14 **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.

5.15 **Recitals.** The recitals to this Agreement are incorporated herein and are found to be true and correct.

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

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

5.18 **Survival of Covenants.** The representations, warranties, covenants, and obligations of Developer set forth in this Agreement shall survive termination.

5.19 **Recordation of Agreement.** An original of this Agreement shall be recorded in the Deed Records of Dallas County, Texas.

5.20 **Covenants Run With Property.** The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Developer and each and every subsequent owner of all or any portion of the Property but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

(Signature page to follow)

EXECUTED in duplicate originals on the ____ day of _____, 2015.

CITY OF SACHSE, TEXAS

By: _____
William K. George, City Manager

ATTEST:

By: _____
Terry Smith, City Secretary

APPROVED AS TO FORM:

By: Peter H Smith
Pete Smith, City Attorney

EXECUTED in duplicate originals on the 21st day of January, 2015.

DEVELOPER:

JACKSON MEADOWS PARTNERS, LP

By: RNH Development Partners LP,
a Texas limited partnership,
its general partner

By: RNH Development Company,
a Texas corporation,
its general partner

By: Ronald N. Haynes, Jr.
Ronald N. Haynes, Jr., President

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the ____ day of _____, 2015, by William K. George, City Manager of City of Sachse, Texas, on behalf of said municipality.

Notary Public, State of Texas

DEVELOPER'S ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the 21st day of January, 2015, by Ronald N. Haynes, Jr., President of RNH Development Partners, L.P., President of Jackson Meadows Partners, L.P., on behalf of said partnership.



Guymon H Phillips
Notary Public, State of Texas

EXHIBIT A
(Tract 1 of 2)

LEGAL DESCRIPTION (Jackson Meadows Phase 2 & 3)

BEING a tract of land in the City of Sachse, Dallas County, Texas, a part of the Samuel Sloan Survey, Abstract No. 1386, and being all of that 56.0044 acre tract of land conveyed to Jackson Meadows Partners, LP, as recorded in Doc. No. 200503621877, Deed Records Dallas, County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northwest corner of said 56.0044 acre tract of land, said point being the southwest corner of a 1.50 acre tract of land conveyed to Rolando and Erica Salazar as recorded in Volume 2003011, Page 960, Deed Records Dallas County, Texas, and said point being in the east line of Getha Lane (a 60' right-of-way);

THENCE South 89 degrees 48 minutes 27 seconds East, 59.83 feet along the north line of said 56.0044 acre tract of land and along the south line of said 1.50 acre tract of land to a one-half inch iron rod found for corner;

THENCE South 89 degrees 53 minutes 02 seconds East, at 328.56 feet passing a five-eighths inch iron rod found for the southeast corner of said 1.50 acre tract of land, said point being the southwest corner of a 11.5036 acre tract of land conveyed to Rufus C. Burleson, III and Mary Frances Burleson as recorded in Volume 2004043, Page 7658, Deed Records Dallas County, Texas, in all a total distance of 1417.11 feet to a five-eighths inch iron rod found for the northeast corner of said 56.0044 acre tract of land, said point being the southeast corner of said 11.5036 acre tract of land, and said point being in the west line of Heritage Country Estates, an addition to the City of Dallas as recorded in Volume 84084, Page 1646, Deed Records Dallas County, Texas;

THENCE South 00 degrees 59 minutes 20 seconds West, 712.52 feet along the east line of said 56.0044 acre tract of land and along the west line of Heritage Country Estates to a five-eighths inch iron rod found at the southwest corner of said Heritage Country Estates, said point being the northwest corner of 13.50 acre tract of land conveyed to George Malone as recorded in Volume 2002104, Page 3259, Deed Records Dallas County, Texas;

THENCE South 01 degrees 07 minutes 04 seconds West, at 502.37 feet passing a five-eighths inch iron rod found for the southwest corner of said 13.50 acre tract of land, said point being the northeast corner of a 17.12 acre tract of land conveyed to Michael Barnett as recorded in Volume 2001058, Page 2722, Deed Records Dallas County, Texas, in all a total distance 1101.66 feet to a five-eighths inch iron rod found for the southeast corner of said 56.0044 acre tract of land, said point being the northeast corner of Jackson Meadows Phase One, an addition to the City of Dallas as recorded in Volume 2002226, Page 113, Deed Records Dallas County, Texas, and said point being in the west line of said 17.12 acre tract of land;

THENCE along the south line of said 56.0044 acre tract of land and along the north line of said Jackson Meadows, Phase One as follows:

North 88 degrees 52 minutes 56 seconds West, 60.00 feet to a five-eighths inch iron rod found for corner;

North 50 degrees 45 minutes 40 seconds West, 26.27 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 117.35 feet along a curve to the left having a central angle of 134 degrees 28 minutes 13 seconds, a radius of 50.00 feet, a tangent of 119.15 feet, a whose chord North 27 degrees 59 minutes 46 seconds West, 92.21 feet to a five-eighths inch iron rod found for corner;

North 49 degrees 47 minutes 17 seconds West, 85.11 feet to a five-eighths inch iron rod found for corner;

South 78 degrees 16 minutes 21 seconds West, 920.98 feet to a five-eighths inch iron rod found for corner;

North 89 degrees 02 minutes 17 seconds West, 279.60 feet to a five-eighths inch iron rod found for the southwest corner of said 56.0044 acre tract of land, and said point being the southeast corner of a 1.4888 acre tract of land conveyed to Woodbridge Properties, LLC., as recorded in Volume 2002186, Page 9432, Deed Records Dallas County, Texas;

THENCE along the west line of said 56.0044 acre tract of land as follows:

North 00 degrees 05 minutes 06 seconds West, at 129.43 feet passing the northeast corner of said 1.4888 acre tract of land, said point being the southeast corner of a 1.935 acre tract of land conveyed to Woodbridge Properties, LLC., as recorded in Volume 2001116, Page 5888, Deed Records Dallas County, Texas, in all a total distance 586.49 feet to a five-eighths inch iron rod found for the northeast corner said 1.935 acre tract of land and said point being in the south line of a 1.0 acre tract of land conveyed to Richard and Rita Dubose as recorded in Volume 99023, Page 2787, Deed Records Dallas County, Texas;

North 89 degrees 41 minutes 42 seconds East, 156.18 feet to a five-eighths inch iron rod found at the southeast corner of said 1.0 acre tract of land;

North 03 degrees 58 minutes 09 seconds East, at 132.47 feet passing a five-eighths inch iron rod found for the northeast corner of said 1.0 acre tract of land, said point being the southeast corner of a 2.04 acre tract of land conveyed to Richard W. Dubose and Rita L. Dubose as recorded in Volume 99023, Page 2787, Deed Records Dallas County, Texas, in all a total distance of 451.71 feet to a one inch iron rod found for the northeast corner of said 2.04 acre tract of land;

South 89 degrees 34 minutes 37 seconds West, 254.17 feet along the north line of said 2.04 acre tract of land to a five-eighths inch iron rod found for corner, said point being in the east line of Getha Lane;

North 00 degrees 23 minutes 54 seconds West, 809.23 feet along the east line of Getha Lane to the POINT OF BEGINNING and containing 2,439,550 square feet or 56.004 acres of land.

THENCE along the south line of said 56.0044 acre tract of land and along the north line of said Jackson Meadows, Phase One as follows:

North 88 degrees 52 minutes 56 seconds West, 60.00 feet to a five-eighths inch iron rod found for corner;

North 50 degrees 45 minutes 40 seconds West, 26.27 feet to a five-eighths inch iron rod found for corner;

Northwesterly, 117.35 feet along a curve to the left having a central angle of 134 degrees 28 minutes 13 seconds, a radius of 50.00 feet, a tangent of 119.15 feet, a whose chord North 27 degrees 59 minutes 46 seconds West, 92.21 feet to a five-eighths inch iron rod found for corner;

North 49 degrees 47 minutes 17 seconds West, 85.11 feet to a five-eighths inch iron rod found for corner;

South 78 degrees 16 minutes 21 seconds West, 920.98 feet to a five-eighths inch iron rod found for corner;

North 89 degrees 02 minutes 17 seconds West, 279.60 feet to a five-eighths inch iron rod found for the southwest corner of said 56.0044 acre tract of land, and said point being the southeast corner of a 1.4888 acre tract of land conveyed to Woodbridge Properties, LLC., as recorded in Volume 2002186, Page 9432, Deed Records Dallas County, Texas;

THENCE along the west line of said 56.0044 acre tract of land as follows:

North 00 degrees 05 minutes 06 seconds West, at 129.43 feet passing the northeast corner of said 1.4888 acre tract of land, said point being the southeast corner of a 1.935 acre tract of land conveyed to Woodbridge Properties, LLC., as recorded in Volume 2001116, Page 5888, Deed Records Dallas County, Texas, in all a total distance 586.49 feet to a five-eighths inch iron rod found for the northeast corner said 1.935 acre tract of land and said point being in the south line of a 1.0 acre tract of land conveyed to Richard and Rita Dubose as recorded in Volume 99023, Page 2787, Deed Records Dallas County, Texas;

North 89 degrees 41 minutes 42 seconds East, 156.18 feet to a five-eighths inch iron rod found at the southeast corner of said 1.0 acre tract of land;

North 03 degrees 58 minutes 09 seconds East, at 132.47 feet passing a five-eighths inch iron rod found for the northeast corner of said 1.0 acre tract of land, said point being the southeast corner of a 2.04 acre tract of land conveyed to Richard W. Dubose and Rita L. Dubose as recorded in Volume 99023, Page 2787, Deed Records Dallas County, Texas, in all a total distance of 451.71 feet to a one inch iron rod found for the northeast corner of said 2.04 acre tract of land;

South 89 degrees 34 minutes 37 seconds West, 254.17 feet along the north line of said 2.04 acre tract of land to a five-eighths inch iron rod found for corner, said point being in the east line of Getha Lane;

North 00 degrees 23 minutes 54 seconds West, 809.23 feet along the east line of Getha Lane to the POINT OF BEGINNING and containing 2,439,550 square feet or 56.004 acres of land.

North 79 degrees 34 minutes 30 seconds East, 824.98 feet to a five-eighths inch iron rod found for corner along the south line of said Jackson Hills, Phase One;

North 00 degrees 24 minutes 03 seconds West, 155.81 feet to a five-eighths inch iron rod found for corner along the south line of said Jackson Hills, Phase One;

South 88 degrees 40 minutes 50 seconds East, 109.79 feet to a five-eighths inch iron rod found for corner along the south line of said Jackson Hills, Phase One;

Southwesterly, 9.01 feet along a curve to the left having a central angle of 01 degrees 43 minutes 18 seconds, a radius of 300.00 feet, a tangent of 4.50 feet and whose chord bears South 00 degrees 27 minutes 34 seconds West, 9.01 feet to a five-eighths inch iron rod found for corner along the south line of said Jackson Hills, Phase One;

North 89 degrees 35 minutes 57 seconds East, 50.00 feet to a five-eighths inch iron rod found for corner along the south line of said Jackson Hills, Phase One;

Northeasterly, 66.64 feet along a curve to the right having a central angle of 15 degrees 16 minutes 24 seconds, a radius of 250.00 feet, a tangent of 33.52 feet and whose chord bears North 07 degrees 14 minutes 09 seconds East, 66.45 feet to a five-eighths inch iron rod found for corner along the south line of said Jackson Hills, Phase One;

South 72 degrees 00 minutes 21 seconds East, 191.80 feet to a one-half inch iron rod found for southeast corner of said Jackson Hills, Phase one, said point being the west line of Cedar Creek Estates, Phase 2, an addition to the City of Dallas as recorded in Volume 99076, Page 38, Deed Records Dallas County, Texas;

South 00 degrees 44 minutes 39 seconds East, 778.69 feet along the west line of said Cedar Creek Estates, Phase 2 to a one-half inch iron rod found at the southwest corner of said Cedar Creek Estates;

THENCE North 89 degrees 42 minutes 49 seconds East, 364.16 feet along the south line of said Cedar Creek Estates, Phase 2 to a five-eighths inch iron rod found for corner, said point being the most westerly northwest corner of a tract of land conveyed to Garland Independent School District as recorded in Volume 96011, Page 4068, Deed Records Dallas County, Texas;

THENCE South 45 degrees 19 minutes 25 seconds East, 2135.44 feet along the southwest line of said Garland Independent School District tract of land to a five-eighths inch iron rod found for the east corner of said 109.3239 acre tract of land, said point being in the northwest line of Hudson Crossing, Phase 3 as recorded in Volume 2000149, Page 1609, Deed Records Dallas County, Texas;

THENCE South 69 degrees 26 minutes 40 seconds West, 1463.97 feet along the southeast line of said 109.3239 acre tract of land and along the northwest line of said Hudson Crossing, Phase 3, and along the northwest line of said 41.593 acre tract of land to the POINT OF BEGINNING and containing 4,762,150 square feet or 109.323 acres tract of land.

JACKSON HILLS

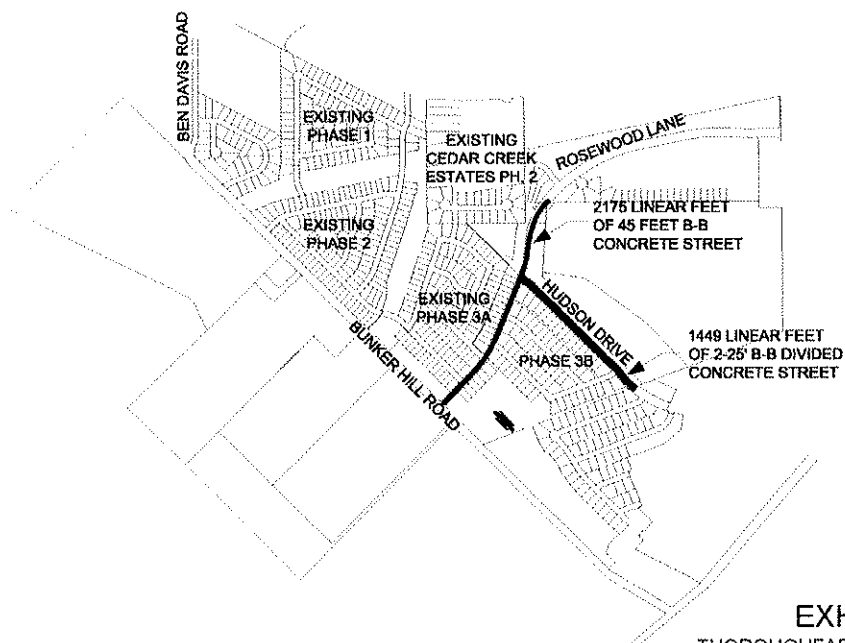


EXHIBIT "B"
THOROUGHFARE SYSTEM FACILITIES

JACKSON HILLS

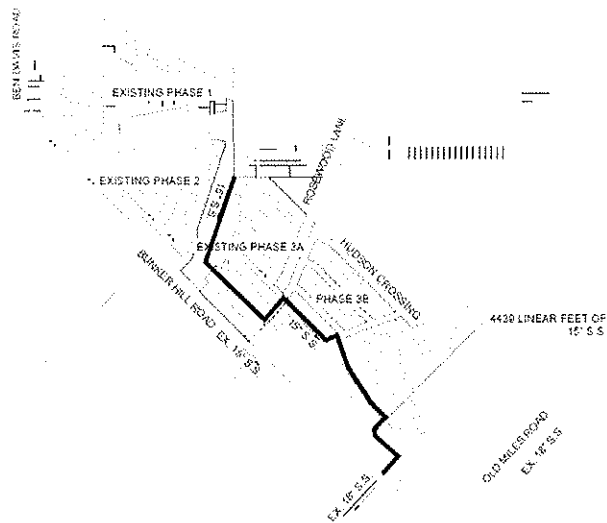


EXHIBIT "C" WASTEWATER SYSTEM FACILITIES

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND JACKSON MEADOWS PARTNERS, LP; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Woodbridge Properties, LLC, a Texas limited liability company ("Woodbridge") entered into that certain Development Agreement dated August 10, 2001 ("Development Agreement"), providing for the terms under which Capital Improvement Facilities, including Water System Facilities, Wastewater System Facilities and Thoroughfare System Facilities (hereinafter defined) would be constructed on certain real property; and

WHEREAS, pursuant to that certain Contract of Sale effective September 27, 2005, Woodbridge sold Developer a portion of the property, subject to the Development Agreement and known as Jackson Hills and Jackson Meadows, located in City of Sachse, Texas and being described in Exhibit "A" (the "Property"); and

WHEREAS, Developer, as successor to Woodbridge, intends to develop the Property and to design and construct certain Capital Improvement Facilities, including water, wastewater and roadways, on and for the benefit of the Property (collectively referred to as the "Project"); and

WHEREAS, Developer and City desire to amend and restate the Development Agreement as it relates to the Property to set forth and clarify the rights and obligations of Developer and City; and

WHEREAS, since the obligations of Woodbridge and City with respect to the Development Agreement were fully satisfied, Developer and City entered into that certain Amended and Restated Development Agreement dated November 8, 2007 (the "Amended and Restated Development Agreement") to amend and restate the Development Agreement as it related to the Property to set forth and clarify the rights and obligations of Developer and City; and

WHEREAS, the Parties desire to amend the Amended and Restated Development Agreement as set forth herein;

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

Section 1: That the City Council hereby approves the terms and conditions of the Development Agreement, which is attached hereto and incorporated herein as Exhibit A, by and between the City of Sachse and Jackson Meadows Partners, LP, and authorizes the City Manager to execute said agreement on behalf of the City of Sachse.

Section 2: That this resolution shall become effective immediately upon its passage.

RESOLVED this 16th day of February, 2015. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

Exhibit “A”



Legislation Details (With Text)

File #:	15-2691	Version:	1	Name:	Budget Amendment February 16 2015
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/10/2015	In control:		In control:	City Council
On agenda:	2/16/2015	Final action:		Final action:	
Title:	Consider an ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2014-2015 budget.				
	Executive Summary The City of Sachse 2015 Strategic Plan, adopted by City Council January 5, 2015, included as Goal 4, Strategy 4, to "consider funding a comprehensive plan update during the current fiscal year." The City's unassigned general fund balance for the fiscal year ended September 30, 2014 was \$5,568,904 which equates to 44% of budgeted expenditures for 2014-2015, well above the targeted fund balance of 25-35%. This unassigned fund balance is the source of funding for the comprehensive plan update, estimated at approximately \$200,000.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SACHSE Ordinance Amending 2014-2015 Budget 021615				

Date	Ver.	Action By	Action	Result
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Title

Consider an ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2014-2015 budget.

Executive Summary

The City of Sachse 2015 Strategic Plan, adopted by City Council January 5, 2015, included as Goal 4, Strategy 4, to "consider funding a comprehensive plan update during the current fiscal year." The City's unassigned general fund balance for the fiscal year ended September 30, 2014 was \$5,568,904 which equates to 44% of budgeted expenditures for 2014-2015, well above the targeted fund balance of 25-35%. This unassigned fund balance is the source of funding for the comprehensive plan update, estimated at approximately \$200,000.

Background

Funding of a comprehensive plan update has been included in the past two budget processes as a supplemental request; however, projected revenues were not estimated to exceed expenses by a margin sufficient to fully fund the project.

..Policy Considerations

City Charter provides the following process for amending the budget:

Sec. 7.09 AMENDING THE BUDGET

"Under conditions which may arise and which could not have been foreseen in the normal process of planning the budget, the City Council may, by a majority vote of the full membership, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become attached to the original budget."

Budgetary Considerations

The requested budget amendment totaling \$200,000 for line items within the Community Development Department is necessary for budgetary compliance to fund the estimated cost of contracting for a comprehensive plan update. Unassigned fund balance is the funding source.

Staff Recommendations

Staff recommends approval of an ordinance of the City Council of the City of Sachse, Texas, authorizing certain budget amendments pertaining to the fiscal year 2014-2015 budget as a Consent Agenda Item.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF SACHSE, TEXAS (“CITY”),
AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL
YEAR 2014-2015 BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City is required by the City Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2014-2015 Budget and submitted to the City council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the City Charter requirements of the City of Sachse, Texas, in the year 2014-2015, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _____, 2015.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(PGS/05-13-13/61122)

EXHIBIT A

General Fund:

Expenditures:

01-018-53003	Professional Services	Community Development	\$200,000.00
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Legislation Details (With Text)

File #:	15-2658	Version:	1	Name:	Consider a resolution of the City Council of the City of Sachse, Texas, amending the Master Fee Schedule adopted by Resolution 3433 by amending Engineering Fees to include a fee for a Traffic Calming Application; and providing for an effective date.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/21/2015	In control:		In control:	City Council
On agenda:	2/2/2015	Final action:			
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, amending the Master Fee Schedule adopted by Resolution 3433 by amending Engineering Fees to include a fee for a Traffic Calming Application; and providing for an effective date.				

Executive Summary

The City Council the Citizen's Handbook for Requesting Traffic Calming Devices at the January 19, 2015 City Council Meeting. The purpose of this item is to allow for the adoption of a Traffic Calming Application Fee of \$50.00.

Sponsors:

Indexes:

Code sections:

Attachments: [Master Fee Schedule PDF](#)
[Resolution for Master Fee Schedule Update PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, amending the Master Fee Schedule adopted by Resolution 3433 by amending Engineering Fees to include a fee for a Traffic Calming Application; and providing for an effective date.

Executive Summary

The City Council the Citizen's Handbook for Requesting Traffic Calming Devices at the January 19, 2015 City Council Meeting. The purpose of this item is to allow for the adoption of a Traffic Calming Application Fee of \$50.00.

Background

The City Council adopted the Citizen's Handbook for Requesting Traffic Calming Devices at the January 19, 2015 City Council Meeting. Included in the handbook is a Traffic Calming Application, whereby a citizen can make a request to the City to begin the process of analysis, citizen surveys, and City Council consideration for a traffic calming device. The Application Fee of \$50.00 is related to the internal costs of conducting the engineering analysis & review, citizen surveys, planning, and documentation associated with a traffic calming request.

Policy Considerations

Amend the master fee schedule for the Engineering Fees to include a \$50.00 fee for a Traffic Calming Application.

Budgetary Considerations

The proposed fee of \$50.00 is related to the internal costs of conducting the engineering analysis & review, citizen surveys, planning, and documentation associated with a traffic calming request.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, amending the Master Fee Schedule adopted by Resolution 3433 by amending Engineering Fees to include a fee for a Traffic Calming Application; and providing for an effective date as a Consent Agenda Item.

**MASTER FEE SCHEDULE
FY 2015**

Effective 10/01/2014	
ANIMAL CONTROL	
Adoption fee for cats/kittens and dogs/puppies (Fee includes sterilization/combo vaccine/rabies vaccine and microchip)	\$80.00
Adoption fee for cats/kittens and dogs/puppies already sterilized (Fee includes combo vaccine/rabies vaccine and microchip)	\$25.00
Dangerous dog annual registration	\$100.00
Pot-bellied Pig Permit (annual per animal)	\$20.00
Pigeon permit (fancy or racing loft) (annual)	\$5.00
Dog and Cat Permit & tags	
Application Fee w/o spayed or neutered proof	\$7.00
Application Fee w spayed or neutered proof	\$2.00
Replacement tag (w original registration proof)	\$1.00
BUILDING & BUILDING REGULATIONS	
Care of public trees in street or right of way	Hourly fee based on current hourly wage of City Maint. Workers
BUILDING PERMIT FEE SCHEDULE	
Total Valuation	
\$1.00 to \$500	\$25.00
\$501 to \$2,000	\$25.00 for the first \$500 + \$3.05 for each additional \$100
\$2001 to \$25,000	\$69.25 for the first \$2,000 + \$14 for each additional \$1,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 + \$10 for each additional \$1,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 + \$7 for each additional \$1,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 + \$5.60 for each additional \$1,000
\$501,000 to \$1,000,000	\$3,233.75 for the first \$500,000 + \$4.75 for each additional \$1,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 + \$3.65 for each additional \$1,000
RESIDENTIAL HOMES	
Residential Plan Review fee (New single-family homes)	30% of total building permit fee (based on Building Permit Fee Schedule)
New home construction	\$70.00 per square foot (including garages, porches, and/or patios)
Residential Remodel/Addition	\$70.00 per square foot (including garages, porches, and/or patios)
COMMERCIAL PLANS	
Commercial Plan Review Fee (New Construction & Remodel)	30% of total building permit fee (based on Building Permit Fee Schedule)
LICENSES AND CONTRACTOR REGISTRATION	
Plumber - Master Registration	\$100.00
Electrician - Master Registration	\$100.00
Electrician - Journeyman Registration	\$50.00
Electrician - Residential Specialist	\$25.00
Mechanical - License Holder Registration	\$50.00
Backflow Specialist - Testers Registration	\$50.00
Irrigation License Holder Registration	\$50.00

MASTER FEE SCHEDULE

FY 2015

Effective 10/01/2014

SWIMMING POOLS

Storable Swimming Pool	\$25.00
Above Ground Swimming Pool	\$100.00
In-Ground Swimming Pool	\$250.00
Spa / Hot Tub	\$100.00

PLUMBING PERMITS

For issuing each permit	\$20.00
For issuing each supplemental permit	\$10.00
<i>Unit Fee Schedule (in addition to initial and supplemental permit fee)</i>	
1. For each fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection device therefore:)	\$7.00
2. For each building sewer and each trailer park sewer	\$15.00
3. Rainwater systems-per drain (inside building)	\$7.00
4. For each cesspool	\$25.00
5. For each private sewage disposal system	\$40.00
6. For each water heater and/or vent	\$15.00
7. For each gas piping system of one to five outlets	\$5.00
8. For each additional gas piping system outlet, per outlet	\$1.00
9. For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	\$7.00
10. For each installation, alteration or repair of water piping and/or water treating equipment	\$7.00
11. For each repair or alteration of drainage or vent piping, each fixture	\$7.00
12. For each lawn sprinkler system on any one meter including backflow protection devices	\$7.00
13. For atmospheric-type vacuum breakers not included in item 12	
1 to 5	\$5.00
over 5 (each)	\$1.00
14. For each backflow protective device other than atmospheric type vacuum breakers:	
2-inch diameter and smaller	\$7.00
Over 2-inch diameter	\$15.00

MECHANICAL PERMIT FEE SCHEDULE

Initial Fee For the issuance of each permit	\$30.00
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MASTER FEE SCHEDULE

FY 2015

	Effective 10/01/2014
New (Fee for inspecting heating, ventilating, ductwork, air-conditioning, exhaust, venting, combustion air, pressure, vessel, solar, fuel oil and refrigeration systems and appliance installation)	\$15.00 for the first \$1,000.00 valuation plus \$5.00 for each additional \$1,000.00 or fraction thereof
Repair (Fee for inspecting repairs, alterations and additions to an existing system)	\$10.00 for the first \$1,000.00 valuation plus \$3.00 for each additional \$1,000.00 or fraction thereof
Fee for inspecting boilers (based upon BTU input)	
33,000 BTU (1 BHp) to 165,000 BTU (5 BHp)	\$15.00
165,001 BTU (5 BHp to 330,000 BTU (10 BHp)	\$25.00
330,001 BTU (10 BHp) to 1,165,000 BTU (52 BHp)	\$45.00
1,165,001 BTU (52 BHp) to 3,300,000 BTU (98 BHp)	\$75.00
Over 3,300,000 BTU (98 BHp)	\$100.00
Fee for inspecting fuel-gas piping shall be as follows:	
For each gas-piping system of 1 to 4 outlets	\$8.00
For each gas-piping system, additional outlets over 5 (each)	\$2.00
SIGN PERMITS	
Permanent (per sign)	\$75.00
Temporary (per sign)	\$25.00
Repair (per sign)	\$25.00
Sign Variance	\$150.00
CERTIFICATE OF OCCUPANCY	\$50.00
OTHER PERMITS & FEES	
Lawn Irrigation Permit	\$50.00
Antenna Permit - Private	\$35.00
Electrical Permit - Residential	\$40.00
Electrical Permit - Non-Residential	\$50.00
Plumbing Permit - Residential	\$40.00
Plumbing Permit - Non-Residential	\$50.00
Demolition of Residential Structure Permit	\$75.00
Demolition of Commercial Structure Permit	\$75.00
Fence Permit - Residential	\$35.00
Fence Permit - Non-Residential	\$70.00
Screen Wall	\$50.00
Flatwork (patios, driveways, pads, sidewalks)	Based on Valuation of Construction Materials Only - See Building Permit Fee Schedule
Accessory Building in excess of 120 square feet	Based on Valuation of Construction Materials Only - See Building Permit Fee Schedule
Stock Tank	\$50.00
All Other Permits for work that increases value of the property (examples include but are not limited to foundation repair, flag poles, residential roofing)	\$25.00

**MASTER FEE SCHEDULE
FY 2015**

	Effective 10/01/2014
Inspections outside of normal business hours	\$50.00 per hour
Re-inspection Fees	\$50.00 per inspection
Additional plan review required by changes, additions or revisions to plans	\$50.00 per hour
For use of outside consultants for plan checking and inspections or both (actual costs include administrative and overhead costs)	Actual costs
TaxiCab and Limosine Permit per vehicle per year	\$200.00
Massage Establishment (permit per year)	\$400.00
Solitation Registration Fee (not to exceed 90 days)	\$30.00 plus \$10.00 per additional person
Sexually-oriented business license (initial and renewal)	\$500.00
HEALTH AND SANITATION	
Health Permit	\$150.00
Temporary Food Sales	\$50.00
Alcohol Permit	The fee shall equal one-half of the state fee for each permit.
Liquid Waste Transport Permit	\$25.00 each vehicle
FIRE DEPARTMENT	
INSTALLATION/REPLACEMENT/RE-MODEL OF FIRE PROTECTION SYSTEMS	
Plan Review Fee	\$100
Fire Sprinkler Installation Permit (Per building)	
1 to 100 sprinklers	\$275
101 to 200 sprinklers	\$325
201 to 300 sprinklers	\$350
301 to 400 sprinklers	\$375
401 to 500 sprinklers	\$425
Over 500 sprinklers	\$500.00 + \$0.33 each sprinkler over 500
Fire Alarm Installation Permit (Per building)	
Less than 10 devices	\$50.00
11 to 25 devices	\$75.00
25 to 100 devices	\$150.00
100 to 200 devices	\$200.00
More than 200 devices	\$400.00
Fire Alarm Panel Replacement Only	\$100.00
Hydro & Flush (Per System)	\$50.00
Fire Pump (Per System)	\$50.00
Hydrant Flow Test (2 Hydrants)	\$50.00
Work started without a permit	\$100.00 + Required Fee
Fire Dept. Permit Replacement	\$10.00

MASTER FEE SCHEDULE

FY 2015

	Effective 10/01/2014
Replacement Job Site plan re-stamp	\$15.00
Vent/Hood/Booth Extinguishing System (Per System)	\$50.00
2nd and subsequent re-inspections Fee	\$50.00 per re-inspection
FIRE DEPARTMENT INSPECTION/OCCUPANCY PERMIT	
Carnivals and Fairs	\$50.00
Exhibits and Trade Shows	\$50.00
Temporary Structures, Tents or Canopies (Used for permits not included in a Community Development permit fee)	\$50.00
In-Home Day Care Certificate of Occupancy	\$50.00
Multi-Family Certificate of Occupancy	\$25.00
Foster Care/Adoption Home Inspection	\$25.00
Dangerous Building Abatement Admin Fee	\$250.00
After Hour Inspection Fee	\$50/hr min 2hr/\$100.00
FIRE DEPARTMENT PERMIT	
Outdoor/Open Burning	\$150.00
Pyrotechnic Special Effects	\$100.00
Hazardous Material Response Reimbursement	\$400.00/hr for each engine and \$200.00/hr for each ambulance plus supplies
Fire Watch/Stand-by	\$50.00 per/hr for each Fire employee
AMBULANCE SERVICE	
ALS (Resident) *Residents. Waive co-pay and deductible	\$650.00
ALS (Non-Resident)	\$650.00
ALS2 (Resident) *Residents. Waive co-pay and deductible	\$750.00
ALS2 (Non-Resident)	\$750.00
SCT	N/A
BLS (Resident) *Residents. Waive co-pay and deductible	\$550.00
BLS (Non-Resident)	\$550.00
Mileage	\$12.00
Oxygen	\$110.00
BLS supplies	\$250.00
ALS supplies	\$350.00
Extrication	\$500.00
Technology fee	\$10.00
No transport	\$150.00
Extra attendant	\$75.00

**MASTER FEE SCHEDULE
FY 2015**

Effective 10/01/2014

ZONING

Standard Zoning	\$325.00 per request, plus \$15.00 per acre
Special Use Permit	\$650.00
Planned Development Zoning Request	\$750.00 per request, plus \$15.00 per acre
Planned Development Text Amendment to Ordinance	\$400.00
Temporary Special Use Permit	\$25.00
Zoning Verification Letter	\$150.00

SUBDIVISION / PLAT APPLICATIONS

Preliminary Plat	\$350.00 per plat, plus \$15.00 per acre
Final Plat, Replat, Conveyance Plat	\$450.00 per plat, plus \$15.00 per acre
Minor Plat, Amending Plat, Vacating Plat	\$350.00 per plat, plus \$15.00 per acre

BOARD OF ADJUSTMENT

Variance Request	\$200.00
Board of Appeals Request	\$100.00

ENGINEERING

Traffic Calming Application * 02/06/15	\$50.00
Engineering Inspection Fees	4.5% of cost of public improvements
Floodplain Permit	\$100.00
Grading Permit	\$100.00
Construction Plan Review	\$300.00

TEMPORARY RETAIL AND SEASONAL SALES

Temporary Seasonal Sales (Church, school, civic and city sponsored events are exempt from this permit fee.)	\$200.00
Temporary Food Sales Permit (Must be obtained from the Dallas County Health Department and applies to all applicants that are providing food products.)	See Health & Sanitation Section
Temporary Retail Sales (Five (5) consecutive days, at six (6) month intervals by the same merchant holding Certificate of Occupancy.)	\$50.00
Electrical Fee, if applicable	\$15.00

LIBRARY

The fees for failure to return library materials within the time allowed:

Book (per day)	\$0.10
DVD (per day)	\$1.00
CD (per day)	\$0.10
E-book readers (per day)	\$5.00
Copies (Copier)	\$0.10

MASTER FEE SCHEDULE

FY 2015

Effective 10/01/2014	
Copies (Computer printer)	\$0.25
MUNICIPAL COURT	
Buidling Security Fund (State Statute)	\$3.00
Technology Fund (State Statute)	\$4.00
Granting Defensive Drive Course	Not to exceed \$10.00
Dismissal fee for certain traffic cases	\$10 or \$20 depending on offense type
Warrant Fee	\$50.00
PARKS & RECREATION	
<i>BALL FIELD RESERVATIONS AND DEPOSITS</i>	
Families, churches, businesses, organizations or individuals requesting to reserve ball field(s) shall be charged as follows (based on daily rates)	
Reservation fee	\$ 25.00/field up to 4 hours (Additional \$10.00 per field for each hour over 4 hours)
Light key deposit	\$25.00
Clean-up deposit (For tournaments and/or concession stand use)	\$50.00
<i>COVERED PICNIC FACILITIES AND CITY COMPLEX AMPHITHEATER FEES (BASED ON DAILY RATES)</i>	
Reservation fee	\$ 25.00/rental up to 4 hours (Additional \$10.00 per hour for each hour over 4)
Light key deposit	\$0.00
Reservation fee for restrooms during Amphitheater rental	\$ 25.00/hour
<i>FACILITY FEES</i>	
<i>Library Meeting Room & Old City Hall Meeting Room</i>	
Deposit (without food served)	\$25.00
Deposit (with food served)	\$50.00
Deposit (VGA/Audio Cable) Library Meeting Rm *11/17/14	\$15.00
Room rental (Non-profits)	None
Room rental (groups other than non-profits)	\$25.00
<i>Senior Activity Center Multi-Purpose Room A</i>	
Deposit	\$100.00
Room Rental	\$25.00/hour
<i>SENIOR CENTER</i>	
Senior Center (Resident)	\$ 6.00 per year
Senior Center (Non-Resident)	\$12.00 per year
Daily Pick-Up/Drop-Off for Seniors (Residents only and for locations only within the City)	\$0.50/one way or \$1.00 roundtrip

MASTER FEE SCHEDULE

FY 2015

Effective 10/01/2014

SOLID WASTE

Residential

Trash Collection	\$7.37
Recycle Collection	\$2.45
Bulk Collection	\$2.87
Residential Franchise Fees	\$0.50
Additional Polycart	\$6.39
Administrative Fee	\$0.26
Polycart replacement Fee	\$75.00
Individual Bulk collection (Billed direct to customer)	\$95.00

Commercial Container Service

Monthly per unit charge	\$24.82
Additional Polycart	\$10.66

PARK LAND DEDICATION

Park Land dedication by developers	\$1,100 per residential lot; \$600 per multi-family dwelling unit
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IMPACT FEE (State requires update every 5 years)

ROADWAY IMPACT FEE

Land Use Category

Port and Terminal

Truck Terminal (acre)	\$15,880.78
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Industrial

General Light Industrial (1,000 SF GFA)	\$2,356.57
General Heavy Industrial (1,000 SF GFA)	\$458.80
Industrial Park (1,000 SF GFA)	\$2,085.46
Warehousing (1,000 SF GFA)	\$771.62
Mini-Warehouse (1,000 SF GFA)	\$625.64

Residential

Single-Family Detached Housing (Dwelling Unit)	\$2,450.42
Apartment / MultiFamily (Dwelling Unit)	\$1,501.53
Residential Condominium/ Townhome (Dwelling Unit)	\$1,261.70
Mobile Home Park / Manufactured Housing (Dwelling Unit)	\$1,428.54
Senior Adult Housing-Detached (Dwelling Unit)	\$656.92
Senior Adult Housing-Attached (Dwelling Unit)	\$385.81
Assisted Living (Beds)	\$531.79

Lodging

Hotel (Room)	\$761.55
Motel / Other Lodging Facilities (Room)	\$761.51

Recreational

MASTER FEE SCHEDULE

FY 2015

	Effective 10/01/2014
Golf Driving Range (Tee)	\$3,034.34
Golf Course (acre)	\$729.91
Recreational Community Center (1,000 SF GFA)	\$2,063.42
Ice Skating Rink (Seats)	\$291.96
Miniature Golf Course (Hole)	\$802.90
Multiplex Movie Theater (Screens)	\$16,076.19
Racquet / Tennis Club (Court)	\$8,122.87
<i>Institutional</i>	
Church (1,000 SF GFA)	\$0
Day Care Center (1,000 SF GFA)	\$2,537.90
Primary / Middle School (1-8) (Students)	\$385.81
High School (Students)	\$312.82
Junior / Community College (Students)	\$291.96
University / College (Students)	\$510.94
<i>Medical</i>	
Clinic (1,000 SF GFA)	\$6,277.74
Hospital (Beds)	\$2,200.15
Nursing Home (Beds)	\$531.79
Animal Hospital / Veterinary Clinic (1,000 SF GFA)	\$4,577.59
<i>Office</i>	
Corporate Headquarters Building (1,000 SF GFA)	\$2,549.48
General Office Building (1,000 SF GFA)	\$2,705.89
Medical-Dental Office Building (1,000 SF GFA)	\$6,287.66
Single Tenant Office Building (1,000 SF GFA)	\$3,143.83
Office Park (1,000 SF GFA)	\$2,690.24
<i>Commercial – Automobile Related</i>	
Automobile Care Center (1,000 SF Occ. GFA)	\$4,921.69
Automobile Parts Sales (1,000 SF GFA)	\$8,258.42
Gasoline / Service Station (Vehicle Fueling Position)	\$19,373.92
Gasoline / Service Station w Conv Market (Vehicle Fueling Position)	\$14,274.97
Gasoline / Service Station w/ Conv Market and Car Wash (Vehicle Fueling Position)	\$14,869.33
New Car Sales (1,000 SF GFA)	\$5,025.96
Quick Lubrication Vehicle Shop (Servicing Bays)	\$6,287.66
Self-Service Car Wash (Stall)	\$6,715.18
Tire Store (1,000 SF GFA)	\$7,246.97
<i>Commercial – Dining</i>	
Fast Food Restaurant with Drive-Thru Window (1,000 SF GFA)	\$12,057.22
Fast Food Restaurant without Drive-Thru Window (1,000 SF GFA)	\$4,441.03
High Turnover (SitDown) Restaurant (1,000 SF GFA)	\$1,903.33

MASTER FEE SCHEDULE

FY 2015

	Effective 10/01/2014
Quality Restaurant (1,000 SF GFA)	\$1,268.79
Coffee / Donut Shop with Drive-Thru Window (1,000 SF GFA)	\$10,788.44
Commercial – Other Retail	
Free-Standing Retail Store (1,000 SF GFA)	\$4,363.83
Nursery (Garden Center) (1,000 SF GFA)	\$3,686.05
Home Improvement Superstore (1,000 SF GFA)	\$1,496.32
Pharmacy / Drugstore without Drive-Thru Window (1,000 SF GFA)	\$4,796.56
Pharmacy / Drugstore with Drive-Thru Window (1,000 SF GFA)	\$6,397.15
Shopping Center (1,000 SF GFA)	\$2,982.21
Supermarket (1,000 SF GFA)	\$8,143.72
Toy / Children's Superstore (1,000 SF GFA)	\$4,233.49
Department Store (1,000 SF GFA)	\$1,511.96
Video Rental Store (1,000 SF GFA)	\$16,485.56
Services	
Walk-In Bank (1,000 SF GFA)	\$17,642.99
Drive-In Bank (Drive-In Lanes)	\$33,179.67
Hair Salon (1,000 SF GFA)	\$2,815.37
WATER IMPACT FEE	
Simple 5/8" X 3/4"	\$2,521.69
Simple-Residential 3/4"	\$2,521.69
Simple-Commercial 3/4"	\$3,782.54
Simple 1"	\$6,304.24
Simple 1 1/2"	\$12,608.48
Simple 2"	\$20,173.57
Compound 2"	\$20,173.57
Turbine 2"	\$25,216.95
Compound 3"	\$40,347.13
Turbine 3"	\$60,520.70
Compound 4"	\$63,042.39
Turbine 4"	\$105,911.22
Compound 6"	\$126,084.78
Turbine 6"	\$231,996.00
Compound 8"	\$201,735.65
Turbine 8"	\$403,471.30
Compound 10"	\$289,995.00
Turbine 10"	\$630,423.91
Turbine 12"	\$832,159.56
WASTEWATER IMPACT FEE (Meter Equivalent)	
Simple 5/8" X 3/4"	\$1,857.68
Simple-Residential 3/4"	\$1,857.68
Simple-Commercial 3/4"	\$2,786.53

MASTER FEE SCHEDULE**FY 2015**

	Effective 10/01/2014
Simple 1"	\$4,644.21
Simple 1 1/2"	\$9,288.42
Simple 2"	\$14,861.47
Compound 2"	\$14,861.47
Turbine 2"	\$18,576.83
Compound 3"	\$29,722.94
Turbine 3"	\$44,584.40
Compound 4"	\$46,442.09
Turbine 4"	\$78,022.71
Compound 6"	\$92,884.17
Turbine 6"	\$170,906.88
Compound 8"	\$148,614.68
Turbine 8"	\$297,229.36
Compound 10"	\$213,633.60
Turbine 10"	\$464,420.87
Turbine 12"	\$613,035.55

**UTILITY MULTI YEAR
MASTER FEE SCHEDULE**

WATER	Effective 10/01/2014	Effective 10/01/2015	Effective 10/01/2016	Effective 10/01/2017	Effective 10/01/2018
Water Meter Base Rate by meter size (Residential)					
5/8" - 3/4"	\$10.70	\$12.31	\$14.15	\$15.57	\$16.50
1"	\$10.70	\$12.31	\$14.15	\$15.57	\$16.50
1.5"	\$10.70	\$12.31	\$14.15	\$15.57	\$16.50
2"	\$10.70	\$12.31	\$14.15	\$15.57	\$16.50
Water Meter Base Rate by meter size (Non-Residential)					
5/8" - 3/4"	\$10.70	\$12.31	\$14.15	\$15.57	\$16.50
1"	\$16.93	\$19.46	\$22.38	\$24.62	\$26.10
1.5"	\$27.34	\$31.44	\$36.15	\$39.77	\$42.16
2"	\$39.81	\$45.78	\$52.65	\$57.92	\$61.39
3"	\$85.60	\$85.60	\$85.60	\$85.60	\$85.60
4"	\$114.10	\$114.10	\$114.10	\$114.10	\$114.10
6" and above	\$285.30	\$285.30	\$285.30	\$285.30	\$285.30
Water Meter Base Rate by meter size (Irrigation)					
5/8" - 3/4"	\$10.70	\$12.31	\$14.15	\$15.57	\$16.50
1"	\$16.93	\$19.46	\$22.38	\$24.62	\$26.10
1.5"	\$27.34	\$31.44	\$36.15	\$39.77	\$42.16
2"	\$39.81	\$45.78	\$52.65	\$57.92	\$61.39
3"	\$85.60	\$85.60	\$85.60	\$85.60	\$85.60
4"	\$114.10	\$114.10	\$114.10	\$114.10	\$114.10
6" and above	\$285.30	\$285.30	\$285.30	\$285.30	\$285.30
Tier Rate Detail by water usage per 000's gallons					
0-10,000	\$3.70	\$4.26	\$4.89	\$5.38	\$5.71
10,0001-15,000	\$4.61	\$5.30	\$6.10	\$6.71	\$7.11
15,001-20,000	\$5.55	\$6.38	\$7.34	\$8.07	\$8.56
20,001-30,000	\$6.48	\$7.45	\$8.56	\$9.42	\$9.98
Over 30,000 gallons	\$7.40	\$8.51	\$9.79	\$10.77	\$11.41
Water Meter Deposits					
5/8" - 3/4"	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
1"	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
1.5"	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
2"	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
3"	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
	Effective 10/01/2014	Effective 10/01/2015	Effective 10/01/2016	Effective 10/01/2017	Effective 10/01/2018
Water Meter Deposits					
4"	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
6" and above	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Multi-family Unit	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Real Estate properties(per 5 units)	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Late Charge	10%. Not to exceed \$50 per statement	10%. Not to exceed \$50 per statement	10%. Not to exceed \$50 per statement	10%. Not to exceed \$50 per statement	10%. Not to exceed \$50 per statement
Disconnect/Reconnect Service Fee	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Disconnect/Reconnect Fee (after 4 p.m.)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Returned Check Fee	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Transfer Fee	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Tampering Fee	\$250.00 minimum plus the actual costs of any damage to City property.	\$250.00 minimum plus the actual costs of any damage to City property.	\$250.00 minimum plus the actual costs of any damage to City property.	\$250.00 minimum plus the actual costs of any damage to City property.	\$250.00 minimum plus the actual costs of any damage to City property.
Meter Testing	Reimburse the City actual costs of meter testing plus shipping and handling.	Reimburse the City actual costs of meter testing plus shipping and handling.	Reimburse the City actual costs of meter testing plus shipping and handling.	Reimburse the City actual costs of meter testing plus shipping and handling.	Reimburse the City actual costs of meter testing plus shipping and handling.
Meter Box	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
Meter Lid	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Trip Charge	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Obstruction Charge	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

**UTILITY MULTI YEAR
MASTER FEE SCHEDULE**

Water Meter Installation Fee					
5/8" - 3/4"	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
1"	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
1.5"	\$520.00	\$520.00	\$520.00	\$520.00	\$520.00
2"	\$675.00	\$675.00	\$675.00	\$675.00	\$675.00
3" and above	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost
Installation Cost when tap is not present (single family and/or multi-family)					
Water Meter Installation Fee					
5/8" - 3/4"	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
1"	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
1.5"	\$520.00	\$520.00	\$520.00	\$520.00	\$520.00
	Effective 10/01/2014	Effective 10/01/2015	Effective 10/01/2016	Effective 10/01/2017	Effective 10/01/2018
Water Meter Installation Fee					
2"	\$675.00	\$675.00	\$675.00	\$675.00	\$675.00
3" and above	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost
Tap Fee					
5/8" - 3/4"	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
1"	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
1.5"	\$322.00	\$322.00	\$322.00	\$322.00	\$322.00
2"	\$345.00	\$345.00	\$345.00	\$345.00	\$345.00
3" and above	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost
Bore Fee					
5/8" - 3/4"	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
1"	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
1.5"	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
2"	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
3" and above	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost	Developer installs/bears cost
Fire Hydrant Meter					
Fire Hydrant Meter Deposit (refundable)	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Fire Hydrant Meter Connect Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Fire Hydrant minimum monthly bill	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
SEWER					
Residential					
Meter	\$9.64	\$10.41	\$10.82	\$11.26	\$11.71
Volume charge per 1,000 gal.	\$5.36	\$5.79	\$6.02	\$6.27	\$6.52
Non-Residential					
5/8" - 3/4"	\$15.58	\$16.82	\$17.49	\$18.19	\$18.92
1"	\$25.48	\$27.51	\$28.61	\$29.76	\$30.95
1.5"	\$37.38	\$40.37	\$41.99	\$43.66	\$45.41
2" and above	\$49.38	\$53.33	\$55.46	\$57.68	\$59.99
Volume charge per 1,000 gal.	\$5.36	\$5.79	\$6.02	\$6.27	\$6.52

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,
AMENDING THE MASTER FEE SCHEDULE ADOPTED BY RESOLUTION 3433
BY AMENDING ENGINEERING FEES TO INCLUDE A FEE FOR A TRAFFIC
CALMING APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to amend the Master Fee Schedule adopted by Resolution 3433, as provided herein.

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

Section 1: That the Master Fee Schedule adopted by Resolution 3433 is hereby amended by amending Engineering Fees to include a fee for a Traffic Calming Application, as set forth in the attached Exhibit "A"

Section 2: That this resolution shall take effect immediately from and after its passage, and it is so accordingly resolved.

RESOLVED this 16th day of February, 2015. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

Exhibit “A”

**MASTER FEE SCHEDULE
FY 2015**

...

ENGINEERING	
Traffic Calming Application	\$50.00
Engineering Inspection Fees	4.5% of cost of public improvements
Floodplain Permit	\$100.00
Grading Permit	\$100.00
Construction Plan Review	\$300.00

...



Legislation Details (With Text)

File #:	15-2692	Version:	1	Name:	Accept resignation.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/10/2015	In control:		In control:	City Council
On agenda:	2/16/2015	Final action:			
Title:	Consider acceptance of the resignation of Jack Bickler on the Planning and Zoning Commission.				

Executive Summary

Mr. Jack Bickler has resigned his seat on the Planning and Zoning Commission.

Sponsors:

Indexes:

Code sections:

Attachments: [Jack Bickler resignation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider acceptance of the resignation of Jack Bickler on the Planning and Zoning Commission.

Executive Summary

Mr. Jack Bickler has resigned his seat on the Planning and Zoning Commission.

Background

Mr. Jack Bickler has resigned his seat on the Planning and Zoning Commission due to his moving out of state. Staff has advertised for the vacancy.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends the City Council accept the resignation of Jack Bickler on the Planning and Zoning Commission, as a Consent Agenda Item.

Terry Smith

From: Daniel McGinn
Sent: Tuesday, February 10, 2015 2:26 PM
To: Terry Smith; Charlotte Youngblood
Subject: FW: Resignation

Fyi...

From: Jack Bickler [mailto:jackbickler@hotmail.com]
Sent: Tuesday, February 10, 2015 2:19 PM
To: Daniel McGinn
Subject: Resignation

Dan:

I will be relocating to the Midwest to be closer to family members and continue working as a business consultant within the food industry; my association with the City of Sachse Planning and Zoning Commission has been a pleasant one, and I will miss the challenge and experiences I've gained over the past 15 months.

I am offering my resignation effective today, let me extend my good wishes to all of you at the City of Sachse and my colleges on the Planning and Zoning Commission.

With Regards,
Jack
Bickler



Legislation Details (With Text)

File #: 15-2690 **Version:** 1 **Name:** Development Activity Update 2014
Type: Agenda Item **Status:** Agenda Ready
File created: 2/10/2015 **In control:** City Council
On agenda: 2/16/2015 **Final action:**
Title: Staff Briefing: Sachse Community Development Department update on 2014 development activity.

Executive Summary

The Community Development Department will provide a brief presentation covering all of the major development activity in 2014. The presentation will cover development statistics and provide a map outlining the location of major projects within the community.

Sponsors:

Indexes:

Code sections:

Attachments: [2014 Development Activity. Presentation.pdf](#)
[2014 Development Activity Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Staff Briefing: Sachse Community Development Department update on 2014 development activity.

Executive Summary

The Community Development Department will provide a brief presentation covering all of the major development activity in 2014. The presentation will cover development statistics and provide a map outlining the location of major projects within the community.

Background

The City of Sachse experienced a tremendous amount of growth and development in 2014. The Director of Community Development, Daniel McGinn, will brief the City Council on those major projects and provide development statistics related to those land development applications.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

None required.



CITY COUNCIL
FEBRUARY 16, 2015

DEVELOPMENT ACTIVITY
(SUBDIVISION AND ZONING)

- Plats – 19
- Zoning Cases -5 (2 approved)
- Special Use Permits -3
- Board of Adjustment- Variances -8
- Sign Variances – 5

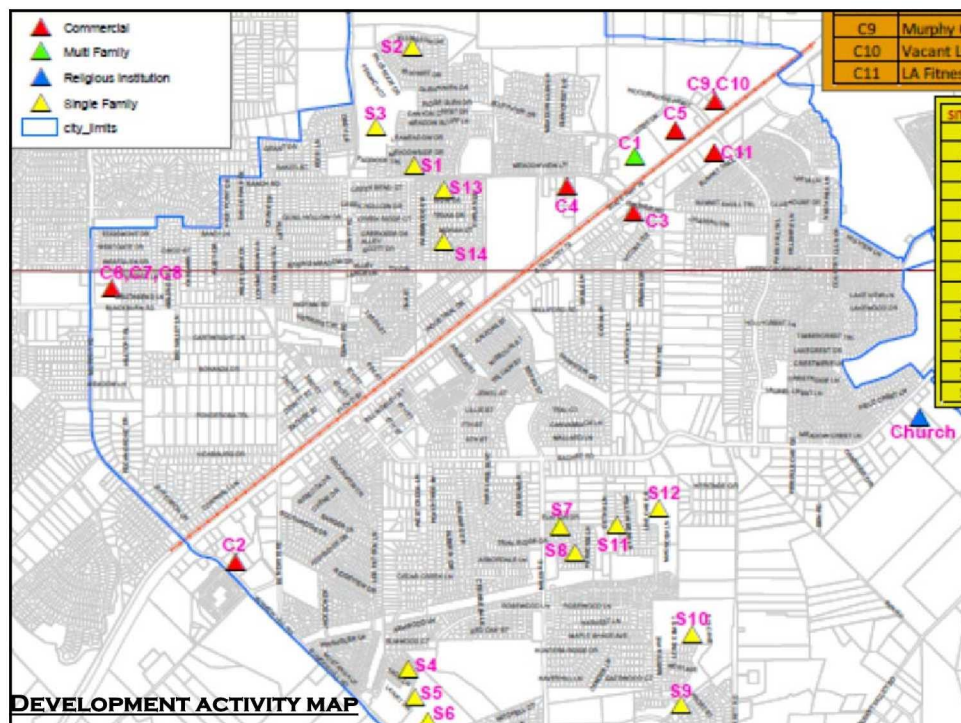
Other:

- Code Changes (Accessory Buildings, Smoke lounges, Improved Surface requirements)
- State Highway 78 Visioning Process



BUILDING ACTIVITY (2014)

Single Family Home Permits:	282
Single Family Value:	\$81,709,230.00
Commercial Permits:	8
Commercial Value:	\$8,355,930.00
Inspections:	27,415



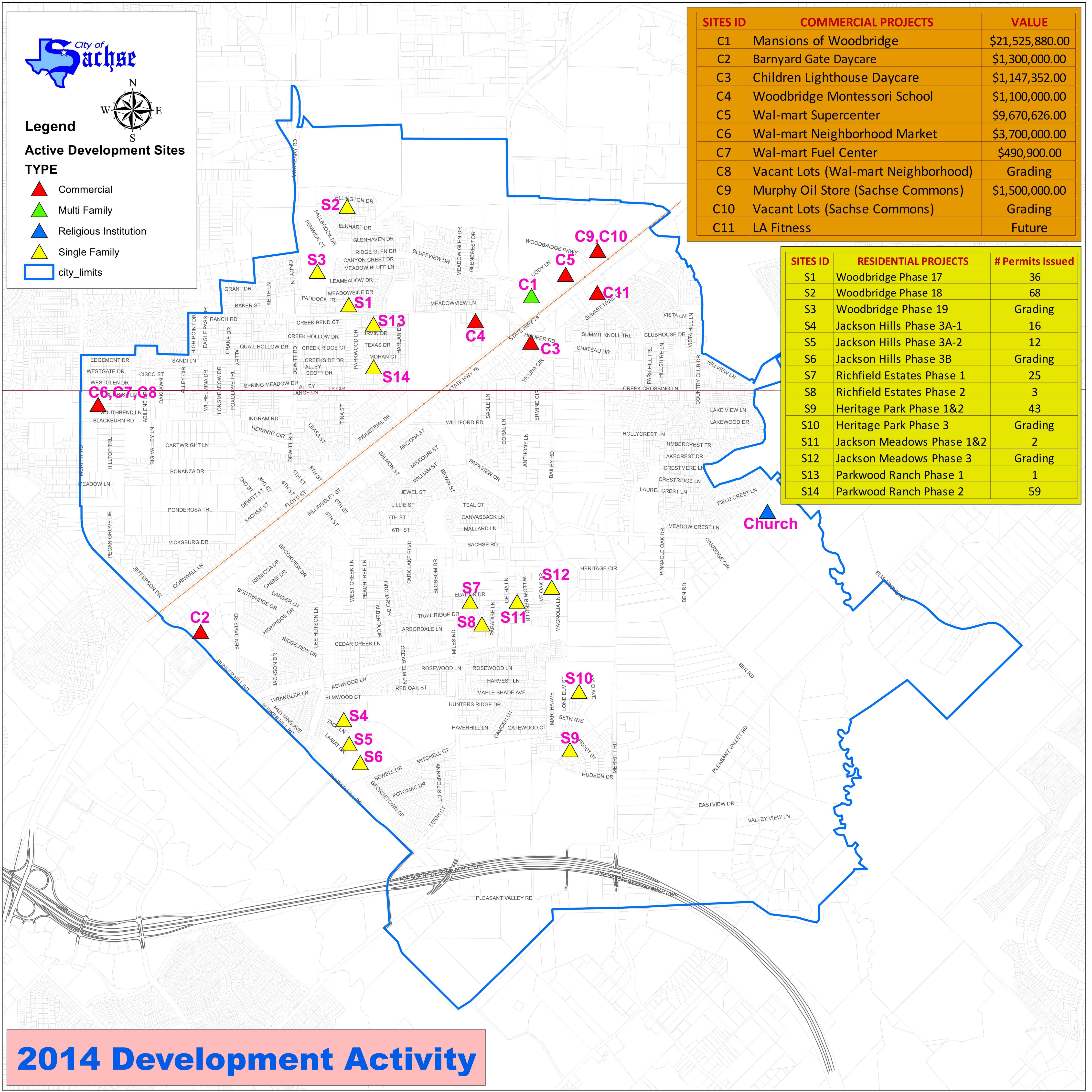


Legend
Active Development Sites

- TYPE**
- Commercial
 - Multi Family
 - Religious Institution
 - Single Family
 - city_limits

SITES ID	COMMERCIAL PROJECTS	VALUE
C1	Mansions of Woodbridge	\$21,525,880.00
C2	Barnyard Gate Daycare	\$1,300,000.00
C3	Children Lighthouse Daycare	\$1,147,352.00
C4	Woodbridge Montessori School	\$1,100,000.00
C5	Wal-mart Supercenter	\$9,670,626.00
C6	Wal-mart Neighborhood Market	\$3,700,000.00
C7	Wal-mart Fuel Center	\$490,900.00
C8	Vacant Lots (Wal-mart Neighborhood)	Grading
C9	Murphy Oil Store (Sachse Commons)	\$1,500,000.00
C10	Vacant Lots (Sachse Commons)	Grading
C11	LA Fitness	Future

SITES ID	RESIDENTIAL PROJECTS	# Permits Issued
S1	Woodbridge Phase 17	36
S2	Woodbridge Phase 18	68
S3	Woodbridge Phase 19	Grading
S4	Jackson Hills Phase 3A-1	16
S5	Jackson Hills Phase 3A-2	12
S6	Jackson Hills Phase 3B	Grading
S7	Richfield Estates Phase 1	25
S8	Richfield Estates Phase 2	3
S9	Heritage Park Phase 1&2	43
S10	Heritage Park Phase 3	Grading
S11	Jackson Meadows Phase 1&2	2
S12	Jackson Meadows Phase 3	Grading
S13	Parkwood Ranch Phase 1	1
S14	Parkwood Ranch Phase 2	59



2014 Development Activity



Legislation Details (With Text)

File #:	15-2689	Version:	1	Name:	Executive Session: Cole vs. City of Sachse
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/9/2015	In control:		In control:	City Council
On agenda:	2/16/2015	Final action:		Final action:	
Title:	Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Ryan Cole vs. Michael Hunter, Martin Cassidy, Carl Carson and the City of Sachse, Texas Civil Action No. 2:12-cv-00607.				
	Consider any action necessary as a result of Executive Session.				
	Executive Summary Closed session as provided by State Law.				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Ryan Cole vs. Michael Hunter, Martin Cassidy, Carl Carson and the City of Sachse, Texas Civil Action No. 2:12-cv-00607.

Consider any action necessary as a result of Executive Session.

Executive Summary

Closed session as provided by State Law.

Background

This agenda item is provided for the City Council to meet in executive session with the City's legal council, Mr. Jim Jeffrey, and the City Attorney to discuss this pending litigation.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Conduct executive session.



Legislation Details (With Text)

File #:	15-2684	Version:	1	Name:	Executive Session: Potential Real estate related to Water system improvements in the City
Type:	Agenda Item	Status:			Agenda Ready
File created:	2/4/2015	In control:			City Council
On agenda:	2/16/2015	Final action:			
Title:	Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072: a. Discuss potential acquisition of real estate related to water system improvements in the City. Consider any action necessary as the result of executive session. Executive Summary Staff will discuss potential acquisition of real estate related to water system improvements with the City Council.				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072:

- a. Discuss potential acquisition of real estate related to water system improvements in the City.

Consider any action necessary as the result of executive session.

Executive Summary

Staff will discuss potential acquisition of real estate related to water system improvements with the City Council.

Background

Staff will review considerations with the City Council.

Policy Considerations

To be determined.

Budgetary Considerations

To be determined.

Staff Recommendations

Council adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072 to discuss potential acquisition of real estate related to water system improvements in the City, and consider any action necessary as a result of executive session.



Legislation Details (With Text)

File #:	15-2694	Version:	1	Name:	Executive Session- Discuss renewal of term of Wastewater contract.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/12/2015	In control:		In control:	City Council
On agenda:	2/16/2015	Final action:		Final action:	
Title:	Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: Discussion of renewal of term of Wastewater Treatment Contract with the City of Garland.				
	Consider any action necessary as a result of Executive Session.				
	Executive Summary Closed session as provided by State Law.				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: Discussion of renewal of term of Wastewater Treatment Contract with the City of Garland.

Consider any action necessary as a result of Executive Session.

Executive Summary

Closed session as provided by State Law.

Background

This agenda item is provided for the City Council to meet in executive session with the City Attorney to discuss renewal of term of wastewater Treatment Contract with the City of Garland.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Conduct executive session for Discussion of renewal of term of wastewater Treatment

Contract with the City of Garland, as appropriate.