



**Thursday, October 16, 2025**  
**Municipal Development District Board Meeting**

**Council Chambers**  
**3815 Sachse Road, Building B**  
**6:00 PM**

**Municipal Development District Board meetings are available live and on-demand (<https://sachsetx.swagit.com/live>).**

**A. Regular Meeting**

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1. Call to Order: The Municipal Development District Board of the City of Sachse will hold a regular meeting on Thursday, October 16, 2025, at 6:00 PM to consider the following items of business:
2. Invocation and Pledge of Allegiance to the U.S. and Texas Flags.

**B. Public Comment**

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The public is invited to address the Board regarding any topic not already on the agenda for action or public hearing. **Comments regarding any discussion-only items on the agenda may be addressed during this Public Comment section.** The time limit is three minutes per speaker. A Public Comment Card should be presented to the acting secretary prior to the meeting. According to the Texas Open Meetings Act, the Board is prohibited from discussing any item not posted on the agenda but will take comments under advisement.

**C. Action Items**

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Action items are for Board discussion and consideration for action. **The presiding officer will invite comments before the Board votes.** A Public Comment Card should be given to the acting secretary prior to the start of the meeting.

1. Consider approving the August 7, 2025, regular meeting minutes.
2. Discuss and take appropriate action on a Project Funding Agreement with the City of Sachse relating to the purchase of property adjacent to J.K. Sachse Park.

**D. Adjournment**

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I, the undersigned authority, do hereby certify that this notice of a public meeting was posted in accordance with the regulations of the Texas Open Meetings Act and was posted on the bulletin board, an accessible location at Sachse City Hall, on October 8, 2025, by 5 PM.

\_\_\_\_\_  
Leah K Granger, TRMC, City Secretary

\_\_\_\_\_  
Date removed

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Logan Thatcher, ADA Coordinator, via phone at 972-495-1212, via email at [lthatcher@cityofsachse.com](mailto:lthatcher@cityofsachse.com), or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

## C. Action Items

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**Subject:** 1. Consider approving the August 7, 2025, regular meeting minutes.

Meeting October 16, 2025 - Municipal Development District Board Meeting

Access Public

Type Action, Minutes

Fiscal Impact None

Recommended Action Approve the minutes as presented.

Goals Provide excellent government services to Sachse citizens.

### **BACKGROUND**

Minutes from the August 7, 2025, regular meeting.

### **POLICY CONSIDERATIONS**

State law and Sachse's Charter require minutes to be recorded for public meetings.

### **RECOMMENDATION**

Approve the minutes as presented.

File Attachments
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1. MunicipalDevelopmentDistrictBoard_Regular_Minutes_08.07.2025-unsigned
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**MUNICIPAL DEVELOPMENT DISTRICT BOARD OF THE CITY OF SACHSE  
AUGUST 7, 2025, MEETING MINUTES**

The Municipal Development District Board of the City of Sachse held a regular meeting on Thursday, August 7, 2025, at 7:00 PM at Sachse City Hall, 3815-B Sachse Road. Those present were: Jermaine McDaniel, Butch Kemper, Ian Bailey, Pat Porter, Gibbon Joseph.

Those absent were: Chris Alvarez, Alicia Linn.

**A. Regular Meeting**

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1. Call to Order: The Municipal Development District Board of the City of Sachse will hold a regular meeting on Thursday, August 7, 2025, at 7:00 PM to consider the following items of business:

President McDaniel called the meeting to order at 7:09 PM.

2. Invocation and Pledge of Allegiance to the U.S. and Texas Flags.

Mr. Whitworth offered the invocation and Mr. Bailey led the pledges.

**B. Public Comment**

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The public is invited to address the Board regarding any topic not already on the agenda for action or public hearing. **Comments regarding any discussion-only items on the agenda may be addressed during this Public Comment section.** The time limit is three minutes per speaker. A Public Comment Card should be presented to the acting secretary prior to the meeting. According to the Texas Open Meetings Act, the Board is prohibited from discussing any item not posted on the agenda but will take comments under advisement.

No public comments were offered.

**C. Action Items**

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Action items are for Board discussion and consideration for action. **The presiding officer will invite comments before the Board votes.** A Public Comment Card should be given to the acting secretary prior to the start of the meeting.

1. Consider approving the March 13, 2025, regular meeting minutes.

Ms. Porter made a motion to approve the minutes as presented. Mr. Kemper seconded the motion, and it carried 5–0. None voted against.

2. Accept the Quarterly Investment Report for the quarter ending March 31, 2025.

Mr. Kemper made a motion to approve the item as presented. Mr. Joseph seconded the motion, and it carried 5–0. None voted against.

3. Discuss and make a recommendation to the City Council on park project funding and the corresponding budget for the Municipal Development District to fund for the 2025-2026 fiscal year budget.

Mr. Whitworth explained that staff is asking the Board to consider a recommendation to the City Council to use funds for park repairs and maintenance, professional services, land acquisitions, and park improvements.

Mr. Kemper made a motion to recommend using the budgeted funds as presented to the City Council. Mr. Joseph seconded the motion, and it carried 5–0. None voted against.

#### **D. Discussion Items**

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These items are for the Board and staff to discuss as needed. **Comments on Discussion Items should be addressed in the Public Comment Section of this meeting.**

1. Receive an update on the J.K. Sachse Park project.

Mr. Whitworth noted that the J.K. Sachse Park playground remains on schedule for completion by October 1, with work currently ahead of schedule.

2. Discuss the possibility of future funding to install a cover at the Heritage Park amphitheater.

The Board discussed the possibility of installing a shade structure at the Heritage Park amphitheater, with costs estimated at between \$50,000 and \$150,000, depending on the materials used. The Board expressed interest in prioritizing shade for spectators, and staff will obtain vendor examples and pricing for future consideration.

#### **E. Executive Session**

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1. The MDD Board shall convene into Executive Session pursuant to the Texas Government Code, Section 551.072 Deliberation of Real Property: deliberation regarding the purchase, sale, lease, exchange or value of real property in the northwest part of the city.

Mr. McDaniel adjourned the Board to Executive Session at 7:30 PM.  
The Board returned to Regular Session at 8:08 PM.

#### **F. Action Resulting from Executive Session**

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Items resulting from Executive Session are for consideration for action. **The presiding officer will invite comments before the Board votes.** A Public Comment Card should be given to the acting secretary prior to the start of the meeting.

1. Take any action as a result of Executive Session regarding the deliberation of real property.

No action was taken.

#### **G. Adjournment**

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President McDaniel adjourned the meeting at 8:08 PM.

\_\_\_\_\_  
Jermaine McDaniel, President

ATTEST:

\_\_\_\_\_  
Ian Bailey, Secretary

## C. Action Items

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<b>Subject:</b>	<b>2. Discuss and take appropriate action on a Project Funding Agreement with the City of Sachse relating to the purchase of property adjacent to J.K. Sachse Park.</b>
Meeting	October 16, 2025 - Municipal Development District Board Meeting
Access	Public
Type	Discussion, Action
Fiscal Impact	Yes
Dollar Amount	Not to Exceed \$925,000
Budgeted	Yes
Budget Source	MDD Fund
Recommended Action	Authorize action on a Project Funding Agreement with the City of Sachse relating to the purchase of property adjacent to J.K. Sachse Park.
Goals	Strategically invest in the City's existing and future infrastructure. Provide a high quality of life environment for families; individuals; businesses; and other organizations in Sachse.

### **BACKGROUND**

At the Monday, October 6, 2025, City Council meeting, council directed the City Manager to move forward with the purchase of property adjacent to J.K. Sachse Park. Staff is requesting that the Municipal Development District Board consider and authorize a Project Funding Agreement with the City of Sachse related to this property purchase.

### **POLICY CONSIDERATIONS**

There are no policy considerations affiliated with this item.

### **RECOMMENDATION**

Authorize action on a Project Funding Agreement with the City of Sachse relating to the purchase of property adjacent to J.K. Sachse Park.

File Attachments
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|---|
| 1. MDD-City of Sachse_Project Funding Agreement_Hudgins Property Purchase |
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STATE OF TEXAS           §  
  §   **PROJECT FUNDING AGREEMENT**  
COUNTY OF DALLAS       §

This **Project Funding Agreement** (“**Agreement**”) is made by and between the **City of Sachse Municipal Development District**, a political subdivision of the State of Texas and Municipal Management District established pursuant to Chapter 377, Texas Local Government Code, as amended (“**MDD**”) and **City of Sachse**, a Texas home rule municipality (“**City**”) (collectively the “**Parties**” or singularly a “**Party**”), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, City has requested MDD provide funding to the City for the Project (hereinafter defined); and

**WHEREAS**, the Chapter 377, Texas Local Government Code (the “**Act**”), authorizes MDD to undertake “Development Projects” as defined in Section 377.001(3) of the Act, which includes land, buildings, equipment, facilities, and improvements found by MDD to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the foregoing items; and

**WHEREAS**, MDD has determined that the Funding (hereinafter defined) for the Project to be made hereunder constitutes a “Development Project” as that term is defined in the Act, will further the objectives of MDD, and will benefit City and City’s inhabitants.

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

**Article I**  
**Definitions**

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

“Effective Date” mean the date this Agreement bears the signatures of authorized representatives of all of the Parties.

“Expiration Date” means the date the Parties have fully satisfied their respective obligations herein.

“Funding” means the payment of funds in an amount not to exceed \$925,000.00 paid to City for purchase of the Property pursuant to the Purchase Agreement, including, but not limited to, the purchase price, buyer’s closing costs, costs for performance of a Phase I ESA on the Property and, if necessary, Phase II ESA in relation to the Property, costs for obtaining a survey of the Property, City’s legal fees, and other costs incurred by City in relation to purchasing the Property.

“Project” means the purchase of the Property to be developed by City in association with the use and development of Sachse Park.

“Property” means the real property described and depicted in **Exhibit “A”** attached hereto.

“Purchase Agreement” means that certain *Unimproved Property Contract* effective September 18, 2025, between City (by assignment from Citadel Property Company, LLC) as Buyer, and Jack and Stephanie Hudgins, as Seller, setting forth the terms and conditions of the purchase of the Property by City.

## **Article II Term**

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

## **Article III Project Funding**

**3.1 Payment of Funding.** Subject to the continued satisfaction of all the terms and conditions of this Agreement by City, including the obligation of City to repay the Funding pursuant to Article V hereof, MDD agrees to pay the Funding to reimburse City for costs incurred by City in association with the Project, such payments to be made in accordance with the payment schedule attached hereto as Exhibit “B” (the “**Payment Schedule**”). MDD agrees to make such payments not later than the first (1<sup>st</sup>) business day of each month shown on the Payment Schedule unless City Manager agrees to a different payment date. If City’s actual cost for the Project is less than \$925,000.00, the final payment shall be reduced to an amount equal to the amount necessary to pay the remaining balance of the Project costs to be reimbursed.

**3.2 Grant Limitations.** MDD shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by City. None of the obligations of MDD under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**3.3 Current Revenue.** Under no circumstances shall the obligations of MDD hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding made hereunder shall be paid solely from lawfully available funds. Consequently, notwithstanding any other provision of this Agreement, MDD shall have no obligation or liability to provide the Funding except as allowed by law.

**Article IV**  
**Conditions to Project Funds**

The obligation of MDD to provide the Funding to City shall be conditioned upon City's compliance and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV, provided that failure to satisfy a condition shall not prevent the payment of the Funding prior to the specified deadline for satisfaction of the condition:

**4.1 Good Standing.** City shall not have an uncured breach or default of this Agreement.

**4.2 Completion of the Project.** City shall close on the Purchase of the Property in accordance with the provisions of the Purchase Agreement as amended from time to time.

**4.3 Use of Funding.** The Funding shall be used solely for the costs of the Project and shall not exceed the lesser of (i) City's actual costs for the Project and (ii) \$925,000.00.

**Article V**  
**Termination; Repayment**

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

(a) By written agreement of the Parties;

(b) Expiration Date;

(c) On the date of termination set forth in written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided, however, if the breach may not be cured within such 30-day period the breaching Party shall have an additional sixty (60) days to cure such breach;

(d) On the date of termination set forth in written notice by either Party, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or

(e) If the Purchase Agreement is terminated without the Property being conveyed to City.

**Article VI**  
**Miscellaneous**

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

**6.2 Limitation on Liability.** It is understood and agreed between the Parties that the Parties in satisfying the conditions of this Agreement have acted independently, and neither Party assumes any responsibilities or liabilities to third parties in connection with Parties' actions.

**6.3 No Joint Venture.** The Parties acknowledge and agree the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

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

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

If intended for MDD, to:

Attn: Jermaine McDaniel  
Sachse Municipal Development District  
3815-B Sachse Road  
Sachse, Texas 75048

With a copy to:

Attn: Kevin B. Laughlin  
Nichols | Jackson.  
500 N. Akard Street, Suite 1800  
Dallas, Texas 75201

If intended for City, to:

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

With a copy to:

Attn: Joseph J. Gorfida, City Attorney  
Nichols | Jackson  
500 N. Akard Street, Suite 1800  
Dallas, Texas 75201

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

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

**6.8 Amendment.** This Agreement may only be amended by a written agreement executed by both Parties.

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

enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

**6.14 Successors and Assigns.** This Agreement may not be assigned without the prior written consent of MDD.

**SIGNED AND AGREED** on this \_\_\_\_\_ day of October 2025.

**CITY OF SACHSE MUNICIPAL DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Jermaine McDaniel, President

**SIGNED AND AGREED** on this \_\_\_\_\_ day of October 2025.

**CITY OF SACHSE, TEXAS**

By: \_\_\_\_\_  
Gina Nash, City Manager

**Approved as to Form:**

By: \_\_\_\_\_  
Joseph J. Gorfida Jr., City Attorney

## EXHIBIT "A"

### Depiction of the Property

**Tract 1:** Being 1.00 acres in the James Cumba Survey, Abst. No. 243, City of Sachse, Collin County, Texas, more particularly described in that certain General Warranty Deed dated August 6, 2014, from Hoyte Powell, Jr., et. al. to Jack Hudgins recorded as Instrument No. 20140814000868260, Official Public Records, Collin County, Texas.

**Tract 2:** Being 1.06 acres in the James Cumba Survey, Abst. No. 243, City of Sachse, Collin County, Texas, more particularly described in that certain Special Warranty Deed dated October 28, 2020, from William Robert Gutow, et. al. to Jack Hudgins and Stephanie Hudgins recorded as Instrument No. 20201028001888650, Official Public Records, Collin County, Texas.



**EXHIBIT “B”  
Payment Schedule**

<u>Description</u>	<u>Date</u>	<u>Fund Activity in/(out)</u>	
		<u>General Fund</u>	<u>MDD Fund</u>
Earnest money and options fee	9/22/2025	(\$11,500)	
<i>Projected Activity</i>			
Property Closing/inspections/fees	Oct-25	(\$913,500)	
MDD to GF - Payment 1	Oct-25	\$70,000	(\$70,000)
MDD to GF - Payment 2	Nov-25	\$70,000	(\$70,000)
MDD to GF - Payment 3	Dec-25	\$70,000	(\$70,000)
MDD to GF - Payment 4	Jan-26	\$70,000	(\$70,000)
MDD to GF - Payment 5	Feb-26	\$70,000	(\$70,000)
MDD to GF - Payment 6	Mar-26	\$70,000	(\$70,000)
MDD to GF - Payment 7	Apr-26	\$70,000	(\$70,000)
MDD to GF - Payment 8	May-26	\$70,000	(\$70,000)
MDD to GF - Payment 9	Jun-26	\$70,000	(\$70,000)
MDD to GF - Payment 10	Jul-26	\$70,000	(\$70,000)
MDD to GF - Payment 11	Aug-26	\$70,000	(\$70,000)
MDD to GF - Payment 12	Sep-26	\$70,000	(\$70,000)
MDD to GF - Payment 13	Oct-26	\$85,000	(\$85,000)
		<b>\$0</b>	<b>(\$925,000)</b>