



Sachse, Texas

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

Meeting Agenda City Council

Monday, October 20, 2014

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, October 20, 2014, 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.

[14-2490](#) Consider approval of the minutes of the October 6, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes.10.06.14.pdf](#)

[14-2504](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and the Sachse Historical Society.

Executive Summary

The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Sachse Historical Society.

Attachments: [Sachse Historical Society Final](#)
[SEDC Grant Request Sachse Historical Society](#)
[CC Historical Society Grant Res.pdf](#)

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

[14-2501](#) Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes employee milestones.

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.

[14-2495](#) Consider the application of Amal Fernando requesting variances from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(4) and Section 3-10. Table 1. General Sign Provisions to permit a Multi-Purpose sign, for the property located at the southwest corner of State Highway 78 and Hooper Road.

Executive Summary

Multiple sign variances are being requested by the property owner to permit a multi-purpose style sign to be constructed off-premise, within the required 30 foot front yard setback, pole mounted design instead of monument construction, and with a sign face area exceeding the maximum square footage allowed by ordinance.

Attachments: [CD - 7280 SH 78 SIGN VARIANCE PRESENTATION. PDF](#)
[CD - 7280 SH 78 SIGN VARIANCE ATTACHMENT 1. PDF](#)
[CD - 7280 SH 78 SIGN VARIANCE ATTACHMENT 2. PDF](#)
[CD - 7280 SH 78 SIGN VARIANCE ATTACHMENT 3. PDF](#)

[14-2489](#) Discuss the Library's Long Range Plan.

Executive Summary

The Long Range Plan is a document required by the Texas State

Library and Archives Commission. It needs to be updated every five years.

Attachments: [LRP 2015 PDF](#)

[Long Range Plan Presentation 2015](#)

[14-2488](#)

Discuss the Facility Use Policy and fees amendment for the library's meeting room.

Executive Summary

Discuss the Facility Use Policy and fees amendment for the library's meeting room. The policy has been amended to address the new audio visual equipment in the library meeting room and a fee for cable rental.

Attachments: [FACILITY USE PRESENTATION PDF](#)

[FACILITY USE RULES 10-2014 revision PDF](#)

[FACILITY USE AGREEMENT 10-2014 FORM REV102014 PDF.docx](#)

[14-2503](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Direct Holdings, LLC, d/b/a Direct Development.

Executive Summary

The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Direct Development.

Attachments: [Direct Development Final](#)

[Direct Development Grant Request](#)

[Direct Development Site Plan](#)

[Direct Development Proposed Tenant Photos](#)

[CC Direct Development Res.pdf](#)

[LA Fitness Woodbridge Gate City Budget 101714](#)

[14-2502](#)

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

Executive Summary

The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Laguna Madre Traders.

Attachments: [Laguna Madre Grant Request](#)
[Laguna Madre Final](#)
[CC Laguna Madre Grant Res.pdf](#)

- [14-2499](#) Consider the appointment of Ty Lamb to the State Highway 78 Plan Advisory Committee.

Executive Summary

The Advisory Committee members will consist of members from City Council, Planning and Zoning Commission and Economic Development Corporation. The Committee will serve to guide the direction of the Plan.

- [14-2498](#) Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding definitions for Improved Surface and Paved Surface pertaining to off-street parking; by amending Article 3, Section 2.3 (d)(3), Section 5.2 (a), and Section 5.7 to provide clarification on required design elements for vehicular and non-vehicular parking and display areas.

Executive Summary

This item will consist of amendments to the Off-Street Parking requirements, providing for clarity and consistency throughout the code for off-street parking design requirements.

Attachments: [CD - IMPROVED SURFACE AMEND PRESENTATION. PDF](#)
[CD - IMPROVED SURFACE AMEND . CODE. MARK UP.PDF](#)
[CD - IMPROVED SURFACE AMEND . ORD](#)

- [14-2497](#) Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 4, Section 12, titled "Accessory Buildings"; by amending Section 12.2 (h).

Executive Summary

This item will consist of amendments to the Accessory Building requirements, specifically as it pertains to building height.

Attachments: [CD - ACCESSORY BLD HEIGHT PRESENTATION. PDF](#)
[CD -ACCESSORY BLD HEIGHT ORD ATTACHMENT 1.pdf](#)
[CD -ACCESSORY BLD HEIGHT ATTACHMENT 2.pdf](#)

[14-2496](#)

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

- a. Discuss an offer to purchase real estate located on the south side of Sachse Road east of Merritt Road.

Consider any action necessary as the result of executive session.

Executive Summary

Staff will update the Council on the potential of real estate acquisition as provided by state law.

[14-2494](#)

Adjourn to Executive Session pursuant to the provisions of the Texas Government Code, Section 551.074: To discuss the annual evaluation of the City Manager.

Consider any action necessary as a result of Executive Session regarding the annual evaluation of the City Manager.

Executive Summary

Annual review of the City Manager.

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: October 17, 2014; 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 #: 14-2490 **Version:** 1 **Name:** Consider approval of the minutes of the October 6, 2014, regular meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 10/13/2014 **In control:** City Council
On agenda: 10/20/2014 **Final action:**
Title: Consider approval of the minutes of the October 6, 2014, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes.10.06.14.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the October 6, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on October 6, 2014, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the October 6, 2014, regular meeting as a Consent Agenda Item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

OCTOBER 6, 2014

The City Council of the City of Sachse held a Regular Meeting on Monday, October 6, 2014 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.

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 Franks and the pledges were led by Councilman Adams.

1. Consent Agenda:

Councilman King moved to approve the Consent Agenda consisting of: 14-2444 Consider approval of the minutes of the September 15, 2014, regular Meeting; 14-2457 Consider receiving the Monthly Revenue and Expenditure Report for the period ending August 31, 2014; and 14-2448 Resolution No. 3615 of the City Council of the City of Sachse, Texas, approving the renewal of an agreement with Valley View Consulting for the purpose of investment advisory services for an additional two years and authorizing the City Manager to execute such renewal; and providing an effective date. The motion was seconded by Councilman Adams and carried unanimously.

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

14-2446 Proclamation declaring October, 2014, as Breast Cancer Awareness month.

14-2461 Recognize employees for their service to the City of Sachse.

14-2458 Presentation of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting, Government Finance Officers Association Distinguished Budget Award, and the Government Treasurers Organization of Texas Investment Policy Certificate of Distinction.

14-2463 Staff briefing - Sachse Fire Rescue

Mayor Pro tem Bickerstaff stated the Cover to Cover Reading Club is going on now until November 15th this program is a partnership with In and Out Burger. He also mentioned the Teen Library Club meets on October 7th at 4:30 p.m.

Councilman King noted last Friday he visited the Library and observed the Sachse Area Math Club meeting. He also noted the Animal Shelter conducted a low cost shot clinic last Saturday and immunized 105 dogs and 23 cats. Two children on Facebook requested a gift to the Animal Shelter on their birthday in lieu of presents.

Councilman Franks stated October 25th is the Park's Pumpkin Prowl with a movie to follow in Salmon Park. He also noted the Firefighters Park Dedication is October 18th at 10:00 a.m. The Daddy/Daughter Dance is December 5th at the Senior Center.

Councilman Adams noted the Fire Fighters Park was designed by the City Engineer and equipment was donated by the Sachse Volunteer Fire Fighters. The fence was installed by the Parks Department. In all the taxpayers saved about \$50-75,000 on the park development.

Mayor Felix noted the upcoming events: October 7th is National Night Out; and October 8th is National Walk to School Day; and Saturday, October 11th is Fallfest.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

14-2447 Administer Oath of Office to Dave Zukoski and Jeremy Hallock on the Board of Adjustments: Mayor Felix administered the Oaths.

14-2454 Consider a Resolution of the City Council of the City of Sachse, approving purchase orders in the amount not to exceed forty thousand dollars (\$40,000.00) to GT Construction, Incorporated for concrete paving improvements at Parkridge Circle and at the intersection of Wrangler Lane and Mane Drive; and providing an effective date:

Following discussion, Councilman King moved to approve Resolution No. 3616 approving a Facilities Agreement with Woodbridge XVII, Ltd. and Woodbridge XIX, Ltd. for the design and construction of public roads in the City of Sachse, Texas, authorizing its execution by the City Manager, and providing for an effective date. The motion was seconded by Mayor Pro Tem Bickerstaff and carried unanimously.

14-2441 Consider a resolution approving a Facilities Agreement with Woodbridge XVII, Ltd. and Woodbridge XIX, Ltd. for the design and construction of public roads in the City of Sachse, Texas, authorizing its execution by the City Manager, and providing for an effective date:

Following discussion, Mayor Pro Tem Bickerstaff moved to approve Resolution No. 3617 approving 14-2441 as presented. The motion was seconded by Councilman Ross and carried unanimously.

14-2460 Consider action regarding the Sachse Historical Society's request to make improvements to the property located at 3033 Sixth Street to include the construction of a storage building, restore a jail cell, remove an interior wall to increase the display area, install carpet, and install a fence:

Following discussion, Councilman King moved to approve the Sachse Historical Society's request to make improvements to the property located at 3033 Sixth Street to include the construction of a storage building, restore a jail cell, remove an interior wall to increase the display area, install carpet, and install

a fence. The motion was seconded by Councilman Watkins and carried unanimously

14-2449 Consider a resolution of the City Council of the City of Sachse, Texas, adopting the City of Sachse, Sachse Economic Development Corporation, and President George Bush Turnpike Reinvestment Zone Tax Increment Investment Policy("Sachse Investment Policy") attached hereto as Exhibit "A"; declaring that the City Council has completed its review of the Investment Policy and investment strategies of the City and that Exhibit "A" records any changes to either the Investment Policy or investment strategies; providing a repealing clause; providing a severability clause; and providing for an effective date:

Following discussion, Mayor Pro Tem Bickerstaff moved to approve Resolution No. 3618 approving 14-2441 as presented. The motion was seconded by Councilman Franks and carried unanimously.

14-2462 Consider a request from the Friends of Sachse Parks and Recreation non-profit organization to construct a brick walkway at Firefighters Park to Honor and Remember the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them:

Following discussion, Councilman Watkins moved to approve a request from the Friends of Sachse Parks and Recreation non-profit organization to construct a brick walkway at Firefighters Park to Honor and Remember the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them. The motion was seconded by Councilman King and carried unanimously.

5. Adjournment:

There being no further business, Councilman Adams moved to adjourn. The motion was seconded by Mayor Pro Tem Bickerstaff and carried unanimously. The meeting adjourned at 9:02 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 14-2504 **Version:** 1 **Name:** Resolution for the Sachse Historical Society grant.
Type: Agenda Item **Status:** Agenda Ready
File created: 10/16/2014 **In control:** City Council
On agenda: 10/20/2014 **Final action:**

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

Executive Summary

The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Sachse Historical Society.

Sponsors:

Indexes:

Code sections:

Attachments: [Sachse Historical Society Final](#)
[SEDC Grant Request Sachse Historical Society](#)
[CC Historical Society Grant Res.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 an economic development agreement by and between the Sachse Economic Development Corporation and the Sachse Historical Society.

Executive Summary

The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Sachse Historical Society.

Background

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

Policy Considerations

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

Budgetary Considerations

Funding in the amount not to exceed \$11,758.00

Staff Recommendations

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

STATE OF TEXAS

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COUNTY OF DALLAS

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ECONOMIC DEVELOPMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the Company currently leases from the City of Sachse, Texas, that certain building located at 3033 Sixth Street, Sachse, Texas, currently being used as a museum (the “Improvements”), and intends to make certain improvements thereon (hereinafter the “Museum Improvements”); and

WHEREAS, the Company had advised the SEDC that a contributing factor that would induce the Company to construct the Museum Improvements (hereinafter defined) would be an agreement by the SEDC to provide an economic development grant to the Company to defray a portion of the cost of the design and construction of the Museum Improvements; and

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

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

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

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

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

Article I
Definitions

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a Party merging with an affiliate) of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party and in the event such proceeding is not voluntarily commenced by the Party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

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

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

“Completion of Construction” shall mean that: (i) the Museum Improvements have been substantially completed; and (ii) the City has conducted its final inspection thereof.

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

“Expiration Date” shall mean five (5) years after Completion of Construction of the Museum Improvements.

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

“Grant” shall mean an economic development grant in an amount not to exceed Eleven Thousand Seven Hundred Fifty-Eight Dollars (\$11,758.00) for the actual costs incurred and paid by the Company for materials and supplies for the Museum Improvements, excluding taxes and permit fees, to be paid as set forth herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company with respect to the Improvements or any other property or any business owned by Company within the City.

“Improvements” shall mean the building located at 3033 Sixth Street, Sachse, Texas 75048.

“Museum Improvements” shall mean the construction of an 8’ x 12’ storage building on a concrete pad; construction of a 10’ approach sidewalk; removal of a 15’ interior wall in the museum building; the extension of the pea gravel yard area for

additional farm equipment; restoration of a jail cell; the purchase of four (4) display cases; and to provide space in the antique farm machinery area to display the 1939 Allis-Chalmers tractor, all in accordance with plans approved by the City.

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

“Related Agreement” shall mean any agreement by and between the SEDC and/or the City and the Company, or any of its affiliated or related entities.

“Required Use” shall mean the continuous operation of the Improvements as a museum.

“SEDC” shall mean the Sachse Economic Development Corporation.

Article II

Term

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

Article III

Economic Development Grants

3.1 Grant. Subject to the obligation of the Company to repay the Grant pursuant to Section 5.2 hereof and the continued satisfaction of all the terms and conditions of this Agreement by the Company, the SEDC agrees to provide the Company with the Grant to be paid within thirty (30) days after SEDC receipt of a Payment Request following Completion of Construction of the Museum Improvements.

3.2 Current Revenue. The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall have no obligation or liability to pay any portion of the Grant unless SEDC appropriates funds to make such payment during the budget year in which the Grant is payable. The SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of the SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Article IV

Conditions to Economic Development Grant

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

4.1 Museum Improvements. The Company shall cause Completion of Construction of the Improvements to occur on or before November 1, 2014.

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

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

4.4 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

Article V

Termination; Repayment

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

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

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

5.3 Right of Offset. The SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City or the

SEDC from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether or not the debt due the SEDC or the City has been reduced to judgment by a court.

Article VI Miscellaneous

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

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

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

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

If intended for the SEDC, to:

Attn: Leslyn Blake, CEO
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048

With a copy to:

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

If intended for Company:

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2014.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Leslyn Blake, CEO

EXECUTED on this 16th day of October, 2014.

SACHSE HISTORICAL SOCIETY

By: Lloyd Henderson, Vice President
Bobby Tillman, President

Date: August 1, 2014

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

Dear Ms. Blake,

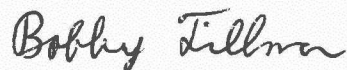
Transmitted herewith is an application from the Sachse Historical Society Board of Directors requesting EDC grant funding to make improvements to the Society's museum.

The year 2014 is the Sachse Historical Society's 25th Anniversary Year and the fulfillment of this project would be the capstone of our celebration. The financial resources for supporting our budget come from the dues paid by our approximately 70 members. Most of this income is used to pay operational expenses leaving little for the projects needed to keep pace with our growing collection of artifacts.

I have appointed Mr. Lloyd Henderson to serve as Chairman of the Museum Improvements Committee to direct this proposed project. He would be glad to furnish any additional materials or information you and/or your Corporation might need. Also, both of us are available to discuss any part of our request for funding.

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

Sincerely,

A handwritten signature in cursive script that reads "Bobby Tillman".

Bobby Tillman, President
Sachse Historical Society



Grant Application

(Please type or print clearly)

Date of application: August 1, 2014

Contact Information:

Company Name: Sachse Historical Society (SHS)

Applicant Name: Sachse Historical Society

Contact Person: Lloyd Henderson

Position: Vice President

Phone: 214-794-0960

Fax: None

Email: lhenderson19@tx.rr.com

Web site address: www.sachsehistoricalsociety.com

Mailing Address: 805 Lakeside Circle #318
Lewisville, Texas 75057

Physical Address: 805 Lakeside Circle #318
Lewisville, Texas 75057

Business Information:

Legal entity name (DBA) Sachse Historical Society

State ID Number: Tx. Tax Payer No. 17523856932 EIN 75-2385693

Date Business was started April 5, 1989

Location of project: 3033 Sixth Street, Sachse, Texas 75048

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

 Own X Lease Property Owner City of Sachse

Project Contractor Name : John Riddle

Address: 8301 Lakeview Parkway, Rowlett, Texas 75088

Phone No. 214-884-8346 email: johnriddleroofing@gmail.com

Project Engineer Name: None

Address: _____

Phone No. _____ email: _____

Business Activities:

NAICS Code _____

Company's principal business _____

Description of proposed project : Construct 8' X 12' storage building on a concrete pad, construct 10' approach sidewalk, remove 15' interior wall in the museum building, extend pea gravel yard area for additional farm equipment, restore a jail cell, purchase 4 display cases, and provide space in the antique farm machinery area to display the 1939 Allis-Chalmers tractor.

Provide copy of business plan SHS does not have a business plan

For consideration are you willing to provide financial information on the company?
Yes - See attached copies of current operation finance & projects finance reports.

Proposed Project/Development:

Amount of Grant Request \$ 11,758.00

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

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

Will the facility be new or existing? X New X Existing

What is the address of the existing facility or main office? 3033 Sixth Street, Sachse, Texas

What is the estimated total cost of the project? (include supporting information such as estimates or written bids) \$ 14,758.00 (see Supplemental Information and attached exhibits.)

Project completion date: November 1, 2014

Description of benefits from project, intended uses and users, and other information (with documentation) that demonstrates the need for this project. This project will enable SHS to expand its current artifacts display floor space, provide much needed storage facility, display artifacts which are currently in storage, and restore the jail cell for displaying police artifacts

Capital/Financial

Number of jobs to be created: 0 Average salary: 0

Increased value to City, site or surrounding parcels: Property & building are owned by the City

Provide a cost benefit analysis of project with requested funding:

PROJECT COST

1. Land Acquisition	\$	0
2. Site Preparation	\$	0
3. Professional Services	\$	0
4. Personnel/Labor/Admin	\$	0
5. Contracting Services	\$	9,378.00
6. Materials/Supplies	\$	0
7. Equipment/Furnishings	\$	6,3800.00
8. Other (describe)	\$	0
TOTAL PROJECT COST	\$	14,758.00
Other Funds to be Used	\$	3,000.00

Return on Investment (maximum 3 years) 0

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

Which type NA Has anyone every initiated bankruptcy on the company, business or individual owner? NA Yes NA No Why? NA

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

When	NA
------	----

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

For consideration are you willing to provide financial information on the company?
Yes - See attached copies of current operation finance & projects finance reports.

Proposed Project/Development:

Amount of Grant Request \$ 11,758.00

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

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

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

What is the address of the existing facility or main office? 3033 Sixth Street, Sachse, Texas

What is the estimated total cost of the project? (include supporting information such as estimates or written bids) \$ 14,758.00 (see Supplemental Information and attached exhibits.)

Project completion date: November 1, 2014

Description of benefits from project, intended uses and users, and other information (with documentation) that demonstrates the need for this project. This project will enable SHS to expand its current artifacts display floor space, provide much needed storage facility, display artifacts which are currently in storage, and restore the jail cell for displaying police artifacts

Capital/Financial

Number of jobs to be created: 0 Average salary: 0

Increased value to City, site or surrounding parcels: Property & building are owned by the City

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

PROJECT COST

1. Land Acquisition	\$ <u>0</u>
2. Site Preparation	\$ <u>0</u>
3. Professional Services	\$ <u>0</u>
4. Personnel/Labor/Admin	\$ <u>0</u>
5. Contracting Services	\$ <u>9,378.00</u>
6. Materials/Supplies	\$ <u>0</u>
7. Equipment/Furnishings	\$ <u>6,3800.00</u>
8. Other (describe)	\$ <u>0</u>
TOTAL PROJECT COST	\$ <u>14,758.00</u>
Other Funds to be Used	\$ <u>3,000.00</u>

Return on Investment (maximum 3 years) 0

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

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

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

When NA

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

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

APPLICANT: Lloyd Henderson DATE: August 1, 2014
Title: Vice President, Sachse Historical Society
This application received by: _____
On _____

A complete application may be delivered or mailed to:

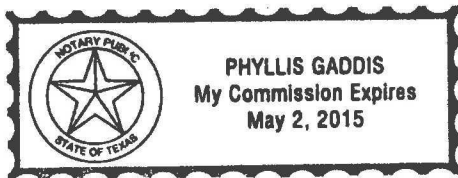
Executive Director
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048
SachseEDC@cityofsachse.com
4694294764

VERIFICATION

State of Texas County of Dallas

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

Today, the 1st day of August 2014.



(Personalized Seal)

Phyllis Gaddis
Notary Public's Signature

(SEDC Grant Application revised February, 2011)

SHS APPLICATION FOR EDC GRANT SUPPLEMENTAL MATERIALS

Name of Project: Museum Improvements Project.

Project Location: 3033 Sixth St., Sachse, Texas 75048

Project Coordinator: Lloyd Henderson, Chairman, SHS Museum Improvements Committee.

Amount of Grant Request: \$10,000.00

BACKGROUND INFORMATION.

The Sachse Historical Society (SHS) was begun on April 5, 1989 with the objective "to preserve historical objectives and data representative of Sachse as the City was established and has developed so that the community's heritage may be kept alive and available to the public." SHS is a 501 © 3 tax exempt Corporation which operates according to a set of Bylaws that were adopted by the membership. The Society conducts an annual meeting on the first Sunday of March in which reports are given and an eleven 11 member Board of Directors is elected. This Board of Directors meets each month and conducts the business of the Society between annual meetings. The membership of the Society ranges from 70 to 80 members who pay annual dues in the amount of \$20.00. Exhibit H lists some of the projects the Society has done over that past several years.

On January 5, 2004 the SHS executed a fifty year lease contract with the Sachse City Council for the use of a former Police Department Building to be used as a museum. The building is located at 3033 Sixth Street next to the original entrance to the Sachse Cemetery. The space in this building is divided as follows: 1 small restroom, a small but adequate office, 2 jail cells, a 176 sq. ft. meeting room, and a 336 sq. ft. room used to display artifacts the Society has collected during the past twenty five years. See Exhibit A.

To date this building has worked well for the Society. However, during the past 25 years there has been a considerable increase in the Society's artifacts collection. The display space and storage space has been exhausted. Several large items, such a table and chairs once used by the Sachse family are being stored in Houston. The Society recently acquired a treadle sewing machine but there is no space to display it. The second donation the Society received in 1989 was 5 sections of fence which surrounded William Sachse's home on Railroad Street but has not been displayed for lack of a proper location. There are adjustments that can be made to address this problem and the attached Museum Improvements Plan address each of these adjustments. However, the Society has budget limitations for doing the improvements for which SHS is asking help from EDC.

To remedy this problem the Society has developed a strategy called The Sachse Historical Society Museum Improvements Plan. Implementation of this plan will accomplish the following goals set by the Society:

1. Provide the much needed storage space.

2. Provide additional floor space for displaying large artifacts now in storage.
3. Provide cabinets to relieve present crowded cabinets and space for displaying additional small artifacts.
4. Enable the restoration of a jail cell for displaying photographs of Sachse's former Police Chiefs and photos of the Police Department taken in the 1970's and 80's.
5. Provide a location for installing the William Sachse fence.
5. Complete the installation of carpet already purchased by the SHS.
6. Provides space in the farm equipment area for displaying the 1939 Allis-Chalmers tractor.

SCOPE OF THE PROJECT.

1. Construct a Storage Building.

The availability of an outside storage building would enable the Society to use all of the floor space in the museum building for display of artifacts that are currently in storage. The storage building would be an 8' X 12' Barn Style building providing 96 sq. ft. of storage space. It would include shelving and be painted to match the museum building. The yard around this building would be pea gravel similar to the existing farm machinery display bed. Two pieces of farm machinery would be moved to the front of the storage building and give it the appearance of being tied into the display bed and farm equipment on the west side of the museum building. See Exhibits A & G.

2. Restore Jail Cell.

The museum building was originally built in 1982 to be used as the Sachse Police Department. All materials and labor was donated for this construction. The building contains 2 rooms which were used as holding cells until the prisoners could be transferred to Dallas County for safer holding. When the building was vacated by the Police Department in 1995 these cells were cleared of the beds and combination stainless steel toilet/wash-basins which were being used at the time. However, the Society saved 1 combination toilet/basin which is being held in storage at the Sachse Public Works Department. The bed was made of welded angle iron which framed a piece of ¾ inch plywood and bolted to the adjoining walls. A cotton mattress was placed on top of this framework. The funds for restoring this cell would be used to install the combination toilet/sink and to reconstruct the bed. The Society has approximately 20 photographs of the Police Department which were taken in the 1970's and 1980's. These photos will be enlarged and hung on the walls. The Society also has photographs of all former Police Chiefs. An interpretation panel regarding the 3 City Marshalls and beginning of the Police Department would also be displayed in this cell. See Exhibit I.

When the outside storage building is complete, all materials stored in Cell No. 2 will be moved to the storage building. All materials in Cell No. 1 will be moved to Cell No. 2. The materials in Cell No. 1 are more fragile, such as books, resource materials, and files which would be subject to mold and deterioration. With this moving arrangement, Cell No. 1 would be vacated and ready to begin restoration. The SHS Museum Coordinator would conduct a volunteer work day to make this move.

3. Remove Wall to Increase Display Area.

The 2 largest rooms in the museum are the Artifacts Display Room (336 sq. ft.) and Meeting Room (176 Sq. Ft.). See Exhibits A & H. Removal of the wall between these 2 rooms would include relocation of electrical outlets, some sheetrock repair and painting. Joining these 2 rooms would provide 176 sq. ft. additional space for use in displaying artifacts and provide a more open appearance. With the addition of the treadle sewing machine, the Sachse table and chairs, and relocation of other various artifacts this space would be set up to represent a typical 1890's parlor such as would be in the Sachse home.

4. Install Carpet.

Money was donated to replace the carpet which was beginning to show signs of wear. The carpet has been purchased and stored in the cell No. 1 at the museum. Carpet in the meeting room has been replaced but funding is needed to pay for the installation of the carpet in the display room after the wall between the two rooms has been removed.

5. Repair and Install Fence from Sachse Home.

The second donation the Society received in 1989 was 5 sections of roughed iron fence and 2 corner posts which originally surrounded William and Martha Sachse's home on Railroad Street. This fence and corner posts are bent and rusty. However, SHS Board Member Doug Smith as volunteered to take these to his shop and return them to their original condition. This fence will be installed in front of the storage building with a plaque identifying its source. See Exhibit A regarding the future location of this fence. See Exhibit J.

6. Purchas Display Cabinets.

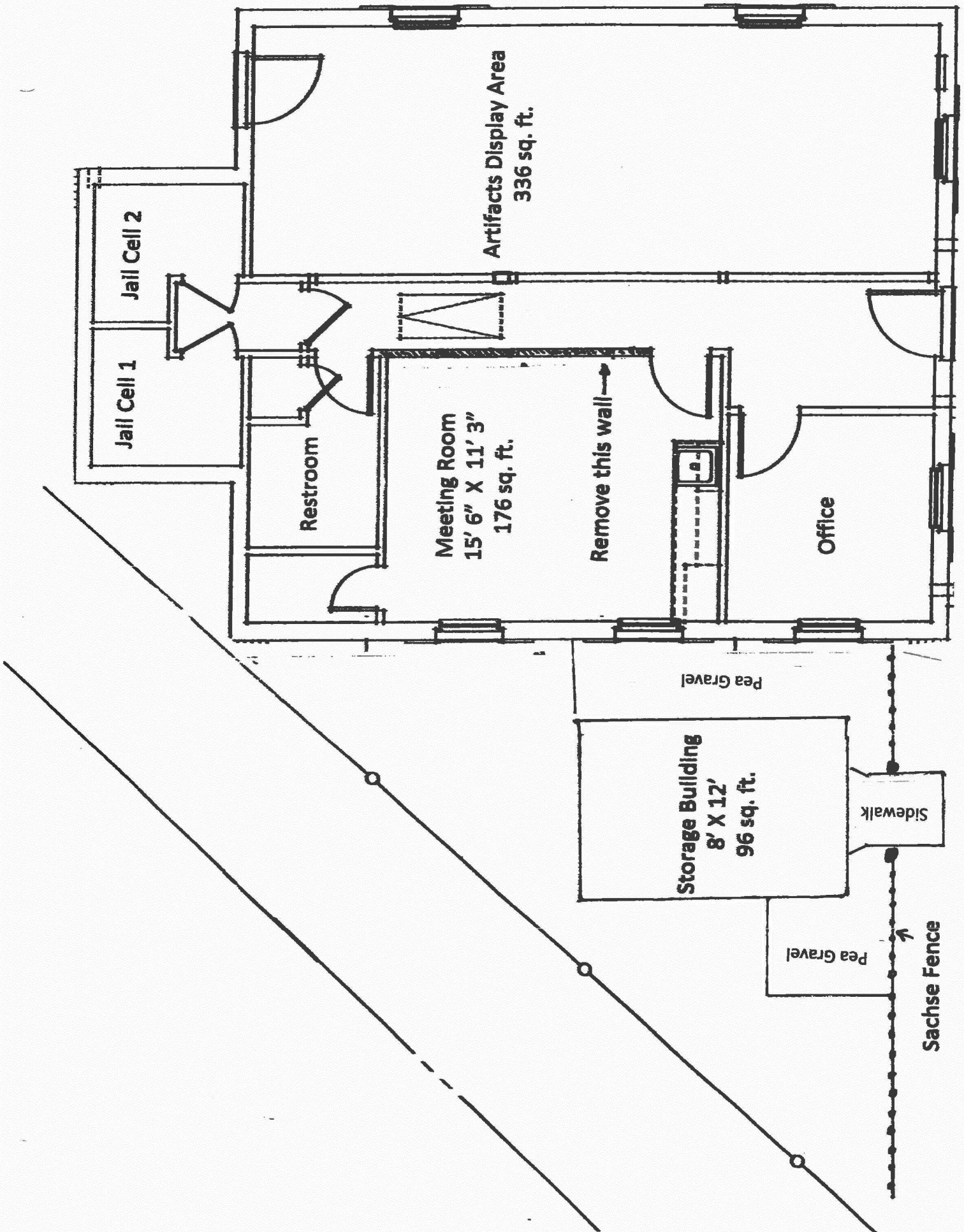
When the museum first opened in 2004, the SHS was given 11 old jewelry cases to use for displaying artifacts. The woodshop class at Sachse High School refinished the varnish and did some minor repair work. These cases are 4' long and 20" deep. They only stand 34" high and viewers have to stoop down to see anything on display below the top shelf. The space between the top of these cases and ceiling is about 4 ft. of wasted space. They open from the back and all cases against the wall have to be moved out in order to have access to the shelves for setting up the display. Four of these cases sit back-to-back and they too have to be moved for access to the shelves. Taller, upright display cabinets would make better use of the wall space not being used and provide additional display shelving. See Exhibit K.

EXHIBITS.

- A Project Site Plan
- B SHS June 2014 Operation Budget Report
- C SHS June 2014 Project Budget Report
- D Summary of Project Cost
- E Contractor's Proposal
- F SHS Past and Present Programs, Projects and Events
- G Photograph - Construction Site

- H Photograph - Wall to be Removed
- I Photograph - Jail Cell
- J Photograph - Sachse Fence
- K Information Regarding Display Case

EXHIBIT A



SHS Operating Report January-December 2014

[illegible]

SHS Project Report January-December 2014

[illegible]

EXHIBIT D

SUMMARY OF SHS MUSEUM IMPROVEMENTS PROJECT COSTS

Financial Sources:

Sachse Historical Society Projects Budget	\$	3,000.00
Sachse Economic Development Corporation	\$	11,758.00
Total	\$	14,758.00

Project Costs

STORAGE BUILDING			
Pour concrete pad for building	\$	750.00	
Pour concrete sidewalk	\$	180.00	
Construct 8' X 12' building	\$	3,358.00	
Paint building	\$	<u>350.00</u>	
Total	\$	4,638.00	\$ 4,638.00
REMOVE WALL			
Remove wall, repair ceiling & walls	\$	1,350.00	
Cap off Electrical	\$	<u>295.00</u>	
Total	\$	1,645.00	\$ 1,645.00
CELL RESTORATION			
Install toilet/wash basin, bed & photographs **	\$	800.00	\$ 800.00
YARD			
Install weed blocker & install 75 sq. ft. gravel	\$	695.00	\$ 695.00
CARPET			
Install carpet purchased by SHS	\$	600.00	\$ 600.00
DISPLAY CASES			
4 display cases 50"W x 22"D x 80"H @ \$1,595.00 ea.	\$	6,380.00	<u>\$ 6,380.00</u>
Total Project Costs			\$ 14,758.00

(**) The drainage line connection for the toilet and the connection to the water lines will have to be retrofitted. Because of the compacted storage of bulk items in this cell we cannot get in to do the measurements and figure the actual costs for making this connection. The \$800.00 figure in this budget is an estimated number. The unit will be installed but not connected if it cannot be retrofitted.

ESTIMATE #

53048

[illegible]

ACCEPTANCE OF ESTIMATE

This Estimate is for FULL SCOPE OF RESOURCE ESTIMATE AND UPGRADES and is subject to insurance company approval. By signing this estimate homeowner authorizes RIDDLE BROTHERS ROOFING & CONSTRUCTION, LLC to pursue homeowners best interest for all supplies, at a price agreeable to insurance company and RIDDLE BROTHERS ROOFING & CONSTRUCTION, LLC, and at NO ADDITIONAL COST TO HOMEOWNER EXCEPT THE INSURANCE DEDUCTIBLE AND UPGRADES. The final price agreed between the insurance company and RIDDLE BROTHERS ROOFING & CONSTRUCTION, LLC shall be the final price. Replacement cost depreciation, ACV depreciation, and deductibles may be excluded from the final price and are owed to RIDDLE BROTHERS ROOFING & CONSTRUCTION, LLC by homeowner. Any items not covered by property damage settlement will be due from homeowner at completion.

The terms and specifications stated herein and special conditions hereof are hereby accepted.

No. _____ Date _____

Sales Representative _____ Agent Approval _____

Mr. _____ Date _____

EXHIBIT F

PAST AND PRESENT SHS PROGRAMS, PROJECTS AND EVENTS

Created the Antique Farm Equipment Display.

Participated in Sachse Fall Fest Celebration every year since its beginning in 1984.

Built the "Onion Shed" Shelter for the 1948 Ahrens-Fox pumper fire truck.

Restored the Ahrens-Fox Fire Truck to display condition.

Played the leading role roll in securing the Caboose.

Developed the Sachse Museum and collected artifacts for display.

Conducted fourth grade Texas History Essay Contest for several years.

Established the Oral Histories Program Collection.

Publishes a Quarterly Newsletter called Under *The Copper Roof*.

Provided Texas History Books for the Library for several years.

Conducts the City's annual Veterans Day Program.

Worked with the Sachse Library to digitizing the Sachse Sentinel.

Installed 2 Texas State Historical Markers.

Restored the 1938 Allis-Chalmers Tractor.

Published 2 books entitled: Sachse Remembered and City of Sachse, The Beginning Years 1886 - 1996

EXHIBIT G

CONSTRUCTION SITE

The photo below is a photo of the East side of the Sachse Historical Museum building with the Sachse Cemetery on the left. This is the site on which the 8' X 12' barn style storage building will be built. The building will be about 5 inches above ground. There is a 7 ft. set back line that runs parallel to the cemetery fence and construction would not cross this line. There would be a space of 4 ft. between the Museum and storage building. The yard in front of the storage building and side yard between buildings would be covered with pea gravel to extend the farm machinery display space from the west side of the Museum. A concrete sidewalk would extend from the sidewalk in the photo to the double doorway of the storage building. The bricks in the photo will be used to fill in with a herringbone pattern between the Sachse fence and the present sidewalk. These bricks came from the Sachse home on Railroad Street. The remaining debris will be discarded before construction begins.



EXHIBIT H

Pictured below is the wall to be removed between the current artifacts display room and meeting room. Removal of this wall adds 176 sq. ft. to the current display space of 336 sq. ft. and provides a more open environment. This is a non-load bearing wall with 4 electrical outlets to be eliminated and an air condition control switch to be relocated. The light switch for the meeting room would be eliminated and all ceiling lights would work off of the switch at the front entrance door. Lighting fixture arrangement would not be changed at this time.



EXHIBIT 1

Pictured below is a group of Cub Scouts in the old cell. Several Cub Scout Troops tour the Museum each year and the highlight of their trip is to be locked up in jail. The Museum building was originally built around 1982 to be used as the Sachse Police Department. It was constructed with volunteer labor and donated materials. Two holding cells were constructed to hold prisoners until they could be transferred to the Dallas County jail. When the Police Department moved to its new quarters on Sachse Road (present day Senior Activities Center) the bed and combination toilet/wash basin was removed and put in storage at the Public Works facility. The cell is presently used as a storage room. The Museum Improvements Project proposes to relocate all materials stored in this cell, reinstall the toilet/wash basin, reconstruct the bed and restore this cell to its original appearance. Photos of the Police Chiefs and Police Department will be installed.



EXHIBIT J

SACHSE FENCE

The photo below is a photo of 5 sections of the fence that was in the front of William and Martha Sachse's home near the corner of Fourth Street and Railroad Street. When the Sachse home was torn down this fence and other articles were sold at auction. Sachse resident John Strachner bought the fence and held on to it for several years. After Mr. Strachner died, his widow, Marie Strachner donated it to the Sachse Historical Society in 1989. Joe Stone held onto it for the Society until about 2008 when it was brought to the Museum and left in outside storage. The SHS Board of Directors as discussed ideas on what to do with this fence on many occasions. However, the Board has never arrived at an acceptable decision until the idea of building the storage building was agreed on. All agreed that to put the fence along the sidewalk in front of the storage building would be the perfect place. Board Member, Doug Smith has taken the fence to his shop where it will be dismantled, straightened, reconstructed, painted and returned to the site for installation.





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List Price ~~\$2,994~~
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This item is in stock and ships within 5 days.

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Average Customer Rating:

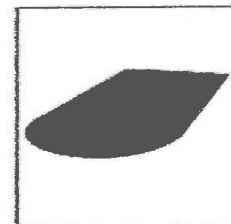
★★★★★ 3 out of 5

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PRODUCT SNAPSHOT:
Dimensions: 50"W x 22"D x 80"H

Weight: 303 lbs.

Lifetime Guarantee
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Brand: Howard Miller

Townsend Collection
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Single Fan Design

\$109.00



Display Case 50" Wide x
80" High with Mirror Back

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Large Display Case

\$3,449.00



Display Case 50" Wide x
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Finish

Color/Finish
Windsor Cherry

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Product Description

Elegant way to promote your company's products and history. Display awards, plaques, trophies and mementos — anything you treasure and want guests and clients to see. Townsend case boasts hardwood construction with leaf molding on pediment and reeded columns at the sides. A handsome addition to conference room or reception area. Four floor levels ensure stability.

Lighted display case offers unobstructed view from most angles — glass on front and sides and glass shelves plus glass-mirrored back reflects contents. Adjustable power receptacle cord to light individual items.

Sliding glass front door provides easy access without intruding on floor space.

Sliding door has side lock for security. 3/8" thick adjustable shelves are grooved to keep stand-up items from slipping — extra deep shelves accommodate larger sizes. Ships fully assembled.

Dimensions: 50"W x 22"D x 80"H

Weight: 303 lbs.

Lifetime Guarantee
Carton Dimensions: 23.6"W x 52.1"D x 85.3"H

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RESOLUTION NO. _____

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

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

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

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

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

Section 1. That the City Council hereby approves the Agreement attached hereto as Exhibit “A”.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 20th day of October, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Peter H. Smith".

Pete Smith, City Attorney
(PGS:10-17-14:TM 68727)

Exhibit “A”
Economic Development Agreement
(to be attached)



Legislation Details (With Text)

File #: 14-2501 **Version:** 1 **Name:** Employee Recognition
Type: Agenda Item **Status:** Agenda Ready
File created: 10/15/2014 **In control:** City Council
On agenda: 10/20/2014 **Final action:**
Title: Recognize employees for their service to the City of Sachse.

Executive Summary
Each quarter the City Council recognizes employee milestones.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes employee milestones.

Background

Employee of the Quarter

Gary Alexander, Construction Inspector, has been named Employee of the Quarter for September 2014. Gary possesses a “can-do” attitude, going above and beyond his usual job duties, especially during the construction of the new Walmart Neighborhood Market Development. Specific to the Walmart construction, Gary worked tirelessly one particular weekend in order to assure that Blackburn Road was open to traffic on time, putting the City's needs first. He has set high expectations of contractors and himself and displays a high level of professionalism at all times. Gary is a wonderful asset to the City of Sachse.

Policy Considerations

None

Budgetary Considerations

None



Legislation Details (With Text)

File #:	14-2495	Version:	1	Name:	CD - 7280 SH 78 SIGN VARIANCE
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/14/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:		Final action:	
Title:	Consider the application of Amal Fernando requesting variances from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(4) and Section 3-10. Table 1. General Sign Provisions to permit a Multi-Purpose sign, for the property located at the southwest corner of State Highway 78 and Hooper Road.				
	Executive Summary Multiple sign variances are being requested by the property owner to permit a multi-purpose style sign to be constructed off-premise, within the required 30 foot front yard setback, pole mounted design instead of monument construction, and with a sign face area exceeding the maximum square footage allowed by ordinance.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CD - 7280 SH 78 SIGN VARIANCE PRESENTATION. PDF CD - 7280 SH 78 SIGN VARIANCE ATTACHMENT 1. PDF CD - 7280 SH 78 SIGN VARIANCE ATTACHMENT 2. PDF CD - 7280 SH 78 SIGN VARIANCE ATTACHMENT 3. PDF				

Date	Ver.	Action By	Action	Result
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Title

Consider the application of Amal Fernando requesting variances from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(4) and Section 3-10. Table 1. General Sign Provisions to permit a Multi-Purpose sign, for the property located at the southwest corner of State Highway 78 and Hooper Road.

Executive Summary

Multiple sign variances are being requested by the property owner to permit a multi-purpose style sign to be constructed off-premise, within the required 30 foot front yard setback, pole mounted design instead of monument construction, and with a sign face area exceeding the maximum square footage allowed by ordinance.

Background

The subject property associated with the variance request is generally located at the southwest corner of State Highway 78 and Hooper Road (7280 Hwy 78). (See Attachment 1 - Location Map).

The subject property retains a zoning designation of C-2 and is currently developed with the Children's Lighthouse Daycare facility on lot one (1). Lot two (2) on the hard corner is currently undeveloped and is the proposed location for the sign. The applicant plans to construct a Multi-Purpose sign that will advertise the Children's Lighthouse Daycare facility and future development that will occur on Lot two (2).

Current regulations permit the applicant to install a Multi-Purpose sign but it must be setback 30 feet from the front property line and be located on the same lot in which the sign is advertising for. The Multi-Purpose sign must also be constructed as a Monument Sign and have a maximum sign area of 100 square feet.

The applicant (Amal Fernando) is proposing to construct a pole mounted sign that will be located off-premise, within 10 feet of the front property line, and have 132 square feet of sign face area. The proposed sign as presented would be in violation of four (4) separate sign code regulations. (See Attachment 3-Sign Elevation/ Site Plan).

Policy Considerations

Pursuant to Chapter 3, Section 3-10.B(15) of the Code of Ordinances, the applicant is required to provide the following application information:

- Name, address and telephone number of the applicant.
- Location of building, structure or lot to which or upon which the sign(s) is to be attached or erected.
- Position of the sign(s) in relation to nearby buildings or structures, including other signs.
- The zoning classification of the property on which the sign(s) is to be located. Also the zoning classification of all property within 250 feet of the sign(s) location.
- The specific variation(s) requested and the reasons and justification for such requests.
- Ten copies of the signage and site plans shall be required.

Variance Summary

Based on the applicant's request, variances from the following sections of the Code of Ordinances will be required.

Section 3-10. Table 1. General Sign Provisions . All Multi-Purpose signs must be located beyond the 30 foot front yard setback, be constructed as a monument style sign, and have a maximum of 100 square feet in sign face area.

Variance #1: Permit a Multi-Purpose sign to be located within the required setback area.

Variance #2: Permit a Multi-Purpose sign to be constructed as a pole mounted sign.

Variance #3: Permit a Multi-Purpose sign to be constructed with a sign face area of 132 square feet.

Section 3-10.C(4). Advertising signs. No advertising signs allowed except by variance granted by the city council.

Variance #4: Permit an advertising sign to be located off-premise.

Conclusion

The subject property does not contain any topographic or irregular lot shape issues that would limit the potential locations in which the sign could be installed on the subject property. The location and design of the sign are more related to the applicants desire to have that particular design type in close proximity to the intersection. The proposed location and three face design does however take advantage of the intersection design. In this location Hooper Road intersects with State Highway 78 at an angle and the three face design of the sign would allow motorist traveling from all four directions to easily view the sign.

A variance is the only means by which this Multi-Purpose advertising sign could be approved at the proposed location.

Given the nature of the current development and proposed future construction of the site, staff feels that one sign advertising for the businesses located on the two lots would be appropriate. The use of one larger multi-tenant sign advertising the uses on multiple lots within the same project site is quite common across the state. In most cases you have multiple lots making up the project with one lot containing the multi-tenant sign where all of the businesses within the project area have a sign face displayed. We feel the proposed development will be contiguous in nature allowing for the one sign to advertise the businesses on both lots.

In evaluating the setback request staff looked at other portions of the sign code that allow for a reduced setback for general business, Identification, and Institutional signs compared to the 30 foot requirement for multi-purpose signs. Staff feels that it would be appropriate in this case to allow the reduction in setback if the sign is constructed with a low profile monument design.

Staff has concerns with the other two requests concerning the design of the sign and overall size of the sign face. State Highway 78 is one of our primary gateways into the city and staff feels that signage should be consistent throughout the corridor. Staff does not support a non-monument style sign or increased square footage for the sign area.

It should be noted that when evaluating variance requests, the City of Sachse Code of Ordinances does not contemplate financial hardship as a means of justification for a variance; variances are considered based upon the physical characteristics of the site and the resultant hardship that may be imposed. Therefore, the discussion in the Conclusion sections above as well as staff's recommendation does not consider financial hardship as a factor.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of two (2) of the variance requests by the applicant to the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10. Table 1. General Sign Provisions and *Section 3-10.C(4)* to permit a multi-purpose sign to be constructed off-premise and within 10 feet of the front property line for the property located at the southwest corner of State Highway 78 and Hooper Road.

Staff recommends denial of two (2) of the variance requests by the applicant to the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10. Table 1. General Sign Provisions to permit a multi-purpose sign to be constructed as a pole mounted sign and with a sign area of 132 square feet.



CITY COUNCIL

OCTOBER 20, 2014

REQUEST

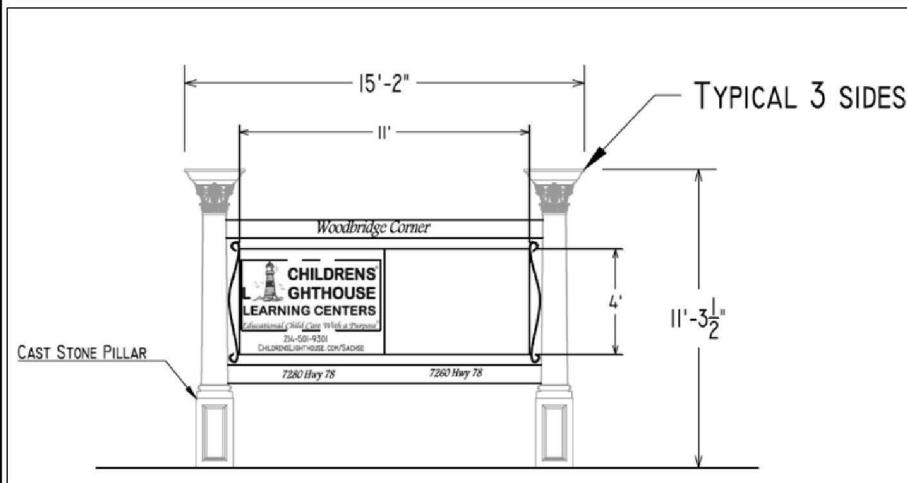
Consider the application of Amal Fernando requesting variances from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(4) and Section 3-10. Table 1. General Sign Provisions to permit a Multi-Purpose sign, for the property located at the southwest corner of State Highway 78 and Hooper Road.





BACKGROUND

SIGNAGE PROPOSED



BACKGROUND

VARIANCES REQUESTED

Section 3-10. Table 1. General Sign Provisions. All Multi-Purpose signs must be located beyond the 30 foot front yard setback, be constructed as a monument style sign, and have a maximum of 100 square feet in sign face area.

- *Variance #1: Permit a Multi-Purpose sign to be located within the required setback area.*
- *Variance #2: Permit a Multi-Purpose sign to be constructed as a pole mounted sign.*
- *Variance #3: Permit a Multi-Purpose sign to be constructed with a sign face area of 132 square feet.*

Section 3-10.C(4). Advertising signs. No advertising signs allowed except by variance granted by the city council.

- *Variance #4: Permit an advertising sign to be located off-premise.*



POLICY CONSIDERATIONS

REVIEW CRITERIA

- ☐ Consider the specific variations being requested and the justification for the request.
- ☐ Among other criteria, this information will need to be considered in light of the "position of the signs in relation to nearby buildings or structures, including other signs" and the zoning classification of the subject property and "of all properties within 250 feet of the sign location."

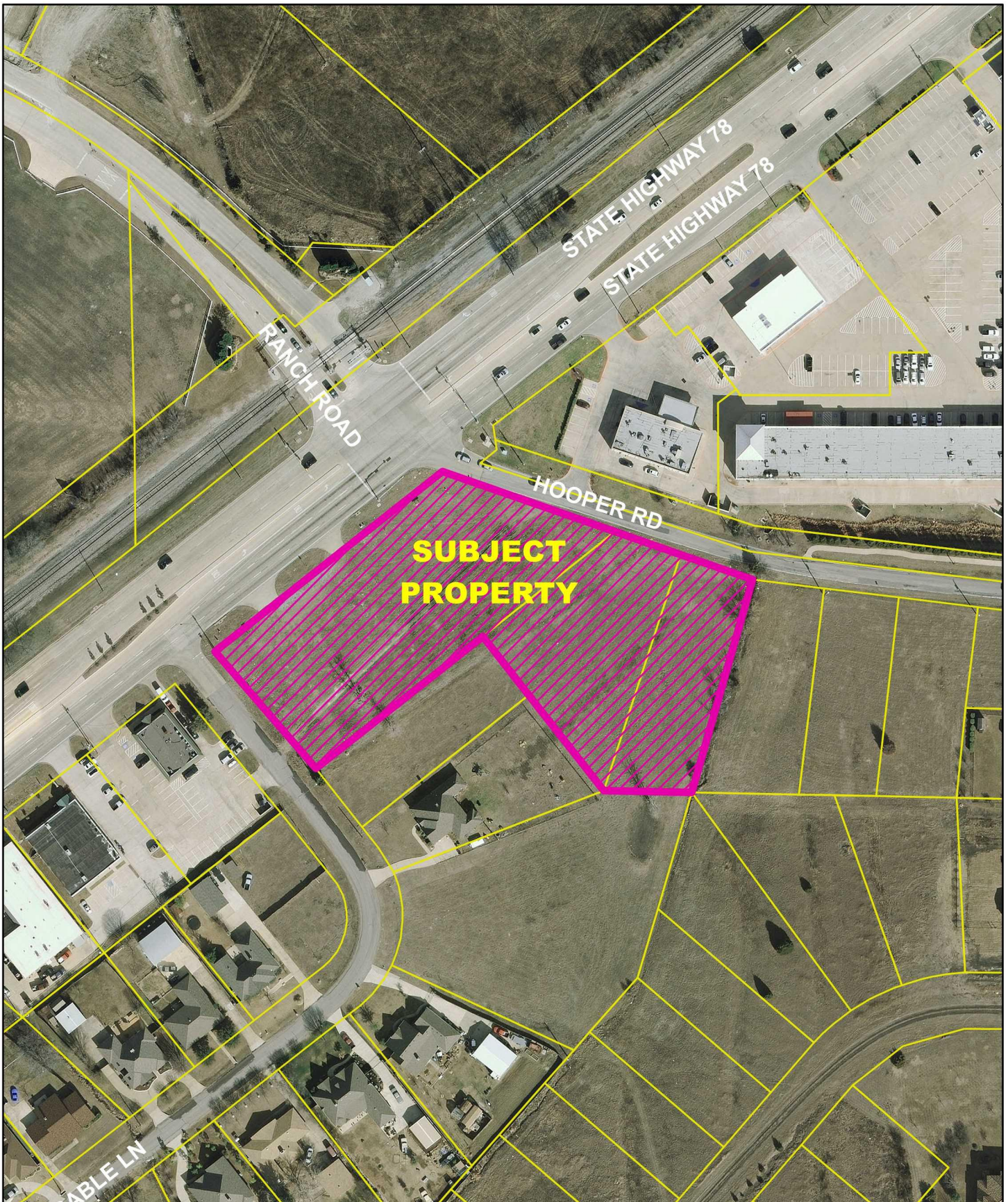


STAFF RECOMMENDATION

Staff recommends approval of two (2) of the variance requests by the applicant to permit a multi-purpose sign to be constructed off-premise and within 10 feet of the front property line.

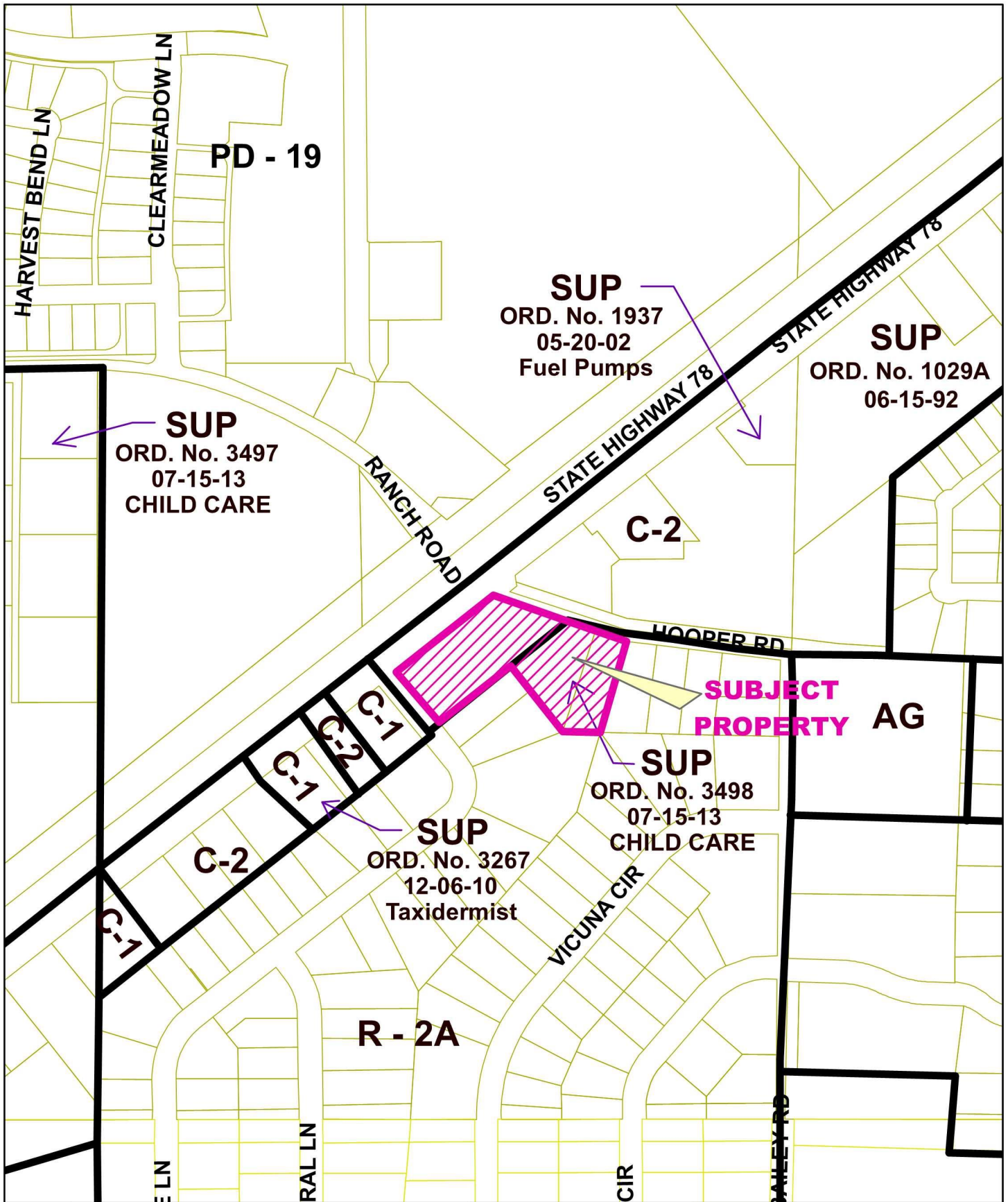
Staff recommends denial of two (2) of the variance requests by the applicant to permit a multi-purpose sign to be constructed as a pole mounted sign with a sign area of 132 square feet.





0 150 300
Feet

AERIAL LOCATION MAP
CHILDREN LIGHTHOUSE DAYCARE
FILE: M14-05 SIGN VARIANCE
Map Created: October 14, 2014

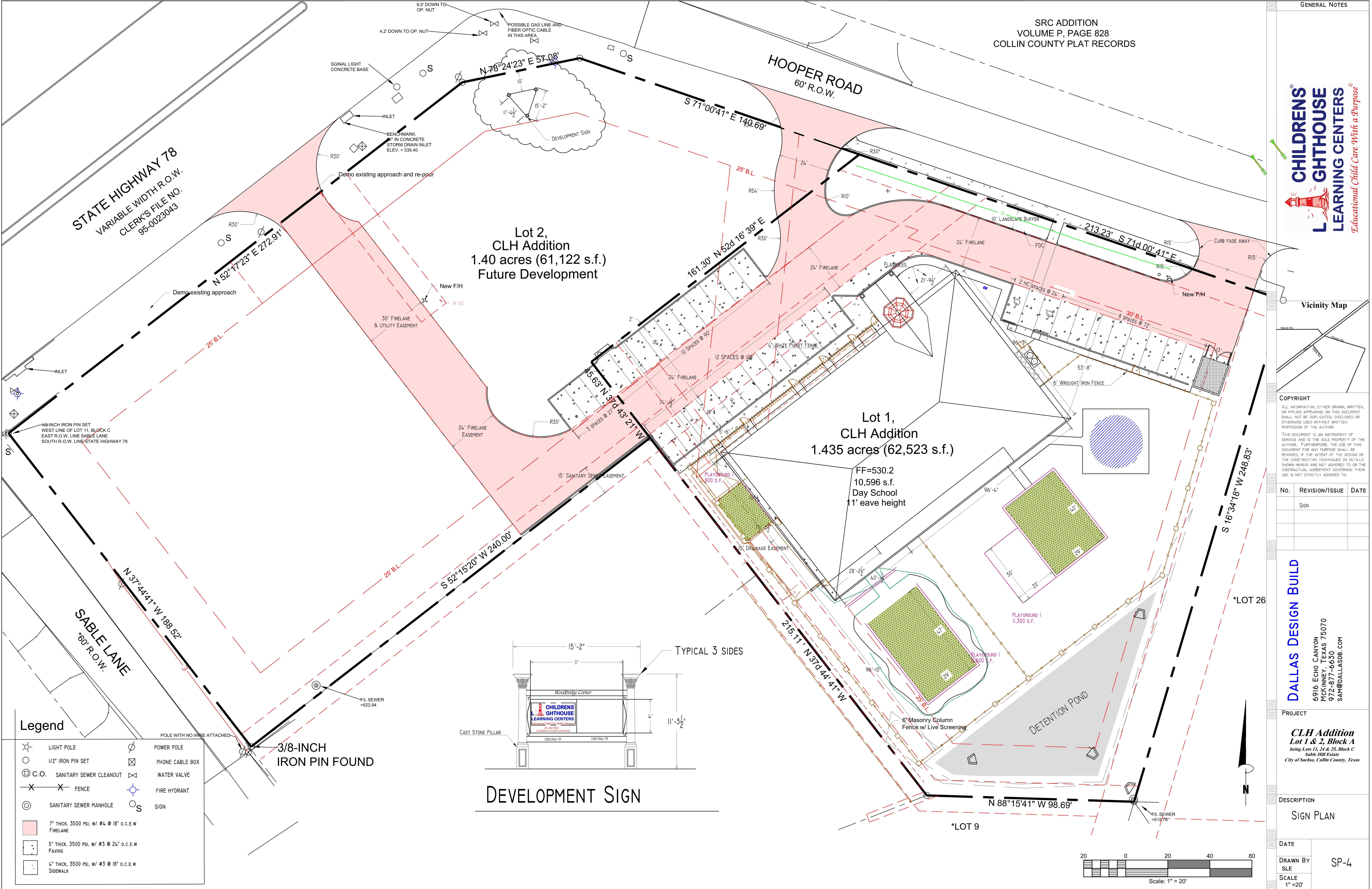


ZONING IDENTIFICATION MAP

CHILDREN LIGHTHOUSE DAYCARE

FILE: M14-05 SIGN VARIANCE

Map Created: October 14, 2014





Legislation Details (With Text)

File #:	14-2489	Version:	1	Name:	Library Long Range Plan
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/9/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:		Final action:	
Title:	Discuss the Library's Long Range Plan.				

Executive Summary

The Long Range Plan is a document required by the Texas State Library and Archives Commission. It needs to be updated every five years.

Sponsors:

Indexes:

Code sections:

Attachments: [LRP 2015 PDF](#)
[Long Range Plan Presentation 2015](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss the Library's Long Range Plan.

Executive Summary

The Long Range Plan is a document required by the Texas State Library and Archives Commission. It needs to be updated every five years.

Background

The Long Range Plan is a document required by the Texas State Library and Archives Commission. It is typically updated every five years. The library board reviewed the Long Range Plan at their October 13, 2014, meeting. The Long Range Plan contains the following goals and action items: Marketing/Programing, Materials, Technology, and Staffing.

The Long Range Plan should be the foundation of operations for the Sachse Public Library. The plan gives staff an opportunity to examine the library's role in the community and establish goals to keep the library on task. It serves as a framework for how business is conducted.

Policy Considerations

N/A

Budgetary Considerations

N/A

Staff Recommendations

Discuss and provide any feedback and direction to staff.

SACHSE PUBLIC LIBRARY



Long Range Plan
October 2014

Mignon Morse, Library Manager

Introduction

The long range plan required by the Texas State Library and Archives Commission sets forth the goals and objectives for the library's future growth and services.

Mission Statement

The mission of the Sachse Public Library is to provide an easily available collection of information and artistic expression for everyone.

Library Statistics

The Sachse Public Library serves the residents of Sachse and surrounding areas. As of October 2014, there were 1133 card holders and there are 47,691 items in the collection. The circulation in FY 2014 was 101,076 compared to 91,461 in FY 2013. The Library is open six days a week for a total of 46 hours. The library has 4.5 FTE's.

Library Services

The Sachse Public Library is located adjacent to Sachse City Hall at 3815 Sachse Road Building C. Library hours are Monday to Thursday from 12 p.m. to 8 p.m., Friday from 12 p.m. to 6 p.m. and Saturday from 10 a.m. to 4 p.m. The Sachse Public Library provides services to all ages. The Library offers over 43,000 materials which include books for children and adults, over 5000 DVDs to choose from, audio books, free internet access, and programs for all ages throughout the year. Books and audio visual materials can check out for three weeks and DVDs checkout for seven days. E-books are available for a two week checkout and can be accessed by anyone with a library card. Computers with Microsoft Office and internet access are available for library users during library hours along with wireless access. The library also provides interlibrary loan services, TexShare cards and Texshare databases through the Texas State Library.

Community Demographics

Demographic Data for Sachse

Population

1990	2000	2010	2013*	2014
5,346	9,751	20,329	21,090	21,580
2014 Population Density (persons per square mile): 2,175.43				
Sources: 1990, 2000, 2010 - U.S. Census Bureau; 2013, 2014 - NCTCOG Annual Population Estimates				
* Some estimates have been revised				

Sachse is located in the Dallas metropolitan area 20 miles from downtown Dallas, and it has a population of 21,580. The 2010 census reported the population of Sachse as 20,329. Families with children make up 54% of the population, with 22% being children of school ages and 32% of the adults are between the ages of 25 to 44. The average median age at the time of the 2010 census was 34.

Texas State Library Standards

The Texas State Library and Archives Commission (TSLAC) sets standards for accreditation for Texas public libraries. The standards were most recently updated in the spring of 2014. Standards are referenced throughout this document to measure how Sachse compares to state standards.

Goal 1: Marketing and Programming

Actions

- Work within the community to build partnerships with:
 - WISD and GISD staff and librarians
 - Nearby public libraries
 - Local nonprofits, businesses, and the Chamber
- Facilitate community based programs and events that promote community awareness and cultural interaction.
- Provide programming that supports the highest level of community involvement with a focus on cultural enrichment and public education programs. Programs will enhance education, life skills learning, personal growth, and entertainment.
- Expand programming for all ages:
 - Summer Reading Programs
 - Teen programs
 - Special interest groups (i.e. writers group)
- Market programs and services with print, television, internet, and social media.
- Collaborate with the Friends of the Library.

Measurements

- Provide patrons opportunities to engage in civic and community life at the library.
- Increase attendance and programming attendance by 15% every two years.
- Increase the number of library card holders by 2% each year with a goal of 75% of the residents having and using a library card.
- Identify additional opportunities for outreach such as PTA meetings, homeschool groups, and other community events.

Goal 2: Materials

Actions

- Increase and expand materials with emphasis on acquisition of high demand materials and replacement of older and deteriorating materials.
- Focus on the youth and teen collections to meet the public demands of the area.
- Continue development and weeding of collections (print and electronic) to meet state standards and anticipated need.
- Explore new formats for materials as technology changes.

Measurements

- Increase collection in number and scope measured by analysis and quantity of use.
- Financial resources are utilized in the most effective manner.
- Match collection size with the state standards. October 2014 collection size is 47,691 per capita and the state standard is 2.21 items per capita. FY 2014 circulation per capita is 4.71 and the state standard is 3.12. State standards were updated in spring 2014.

Goal 3: Technology

Actions

- Work closely with the City's IT department to expand and improve public technology needs.
- Evaluate Radio Frequency Identification (RFID) systems and consider upgrading the antiquated security system.
- Coordinate with IT on computer replacement schedules to ensure computers are updated in a timely manner.
- Promote use of city's website and the library online catalog
- Integrate e-books, i-pads, Wi-Fi, and tablets into the library's service programs.

Measurements

- Identify RFID Systems that will meet Sachse's needs.
- Migrate collection to RFID tags.
- Evaluate computer replacement needs.

- Maintain library website updates.

Goal 4: Staffing

Actions

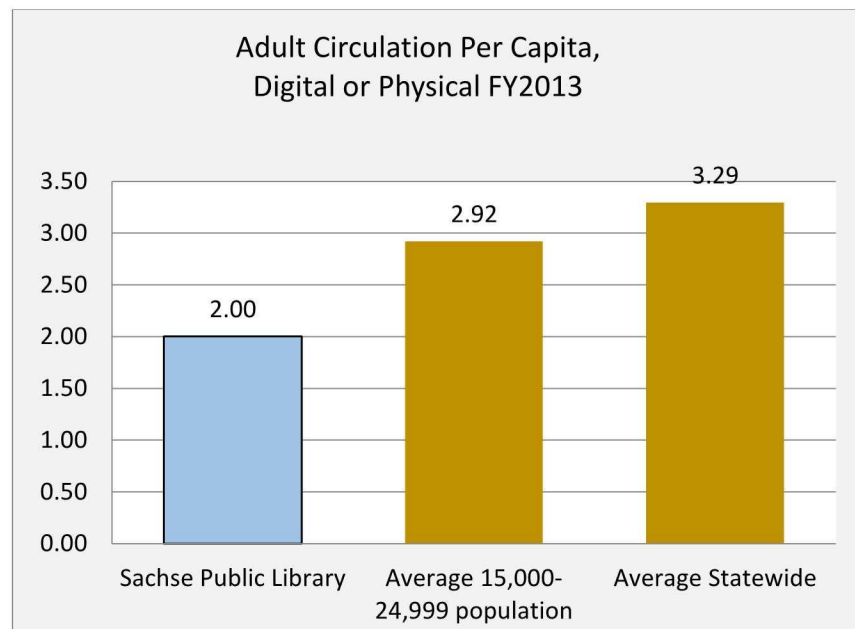
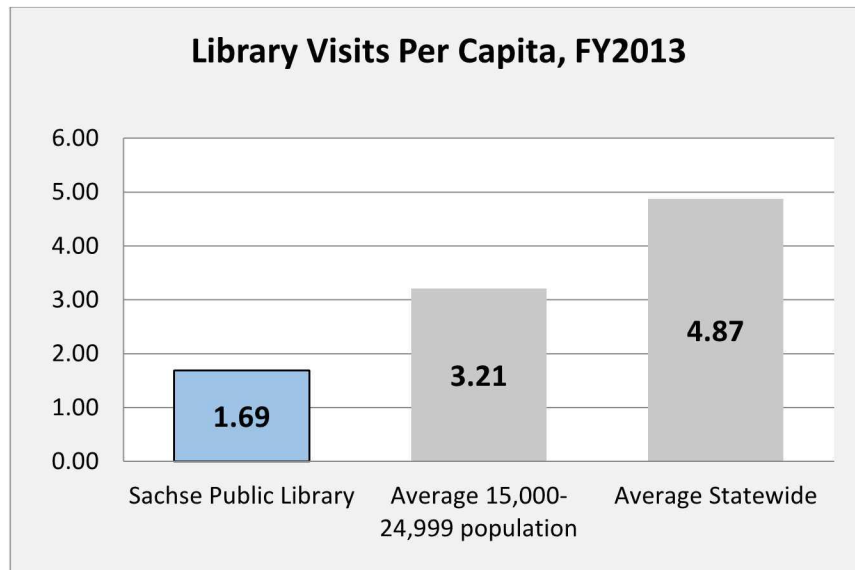
- Evaluate levels of staffing and services using state standards as a guideline.
- Increase library hours to accommodate customer service needs as population increases.
- Grow a well-structured volunteer program.
- Create and maintain an atmosphere that recognizes, rewards, and empowers all staff.
- Consider a plan for reconfiguring library hours.
- Focus on improving staff work spaces to improve the workflow.

Measurements

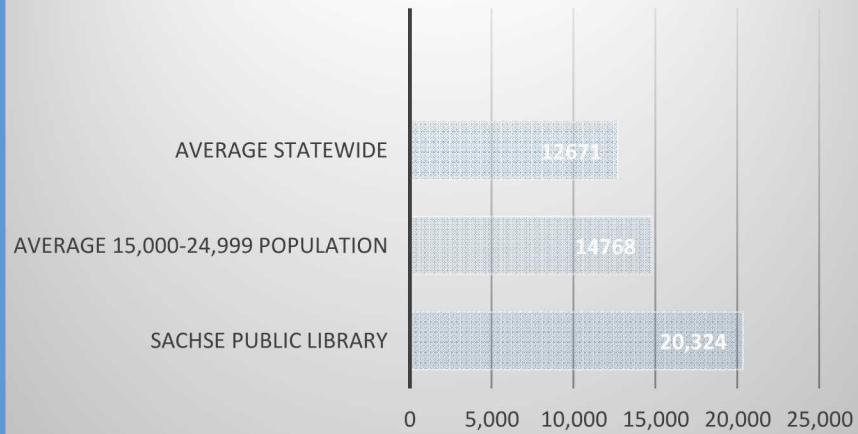
- Use celebrations and activities to recognize, encourage, train and reward employees and volunteers.
- Evaluate staff work spaces. Ensure staff has the work area and tools to complete their tasks and assignments.

Appendix A

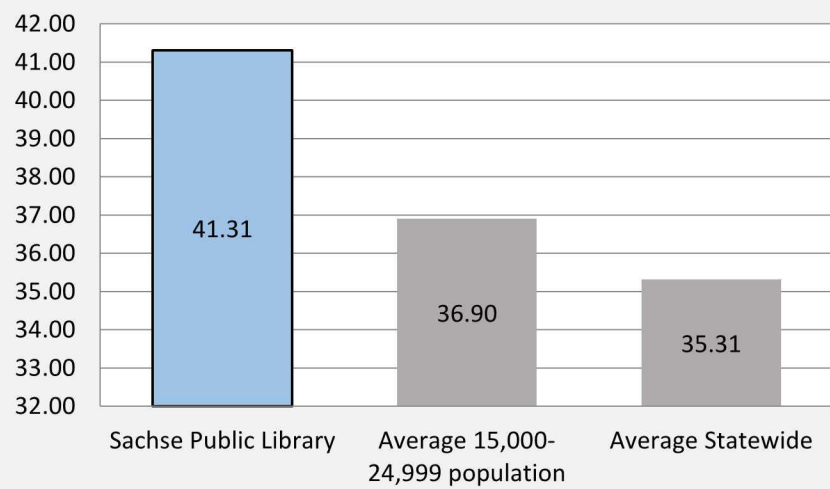
Selected comparisons to Sachse with State Averages for cities within the population range of 15,000 to 24,999.

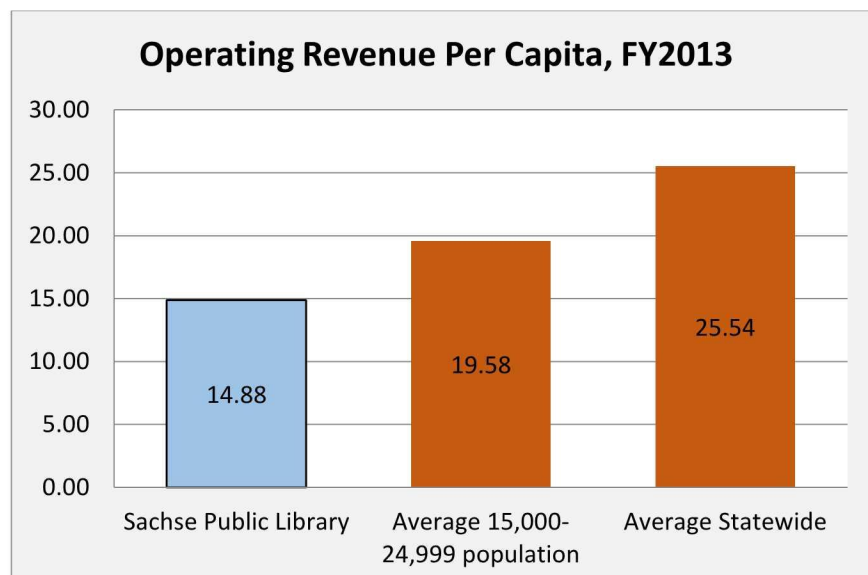
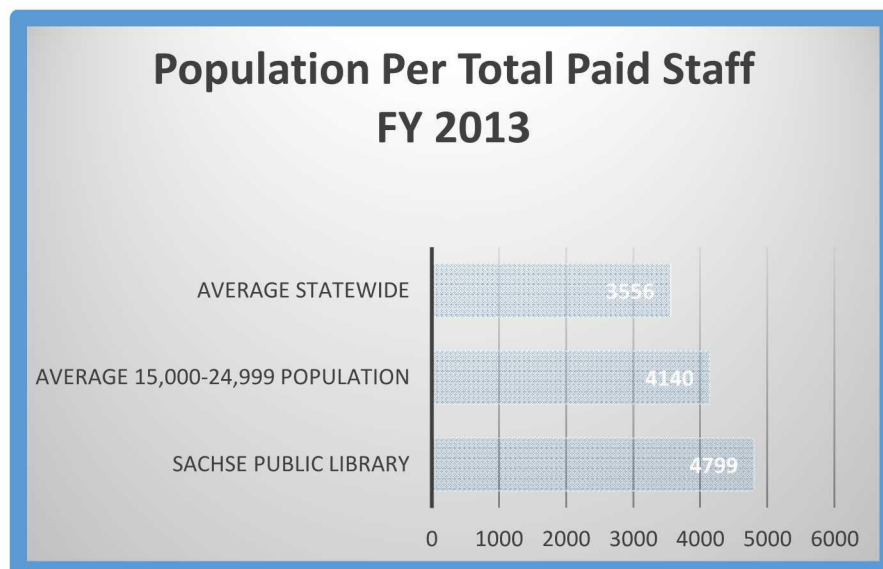
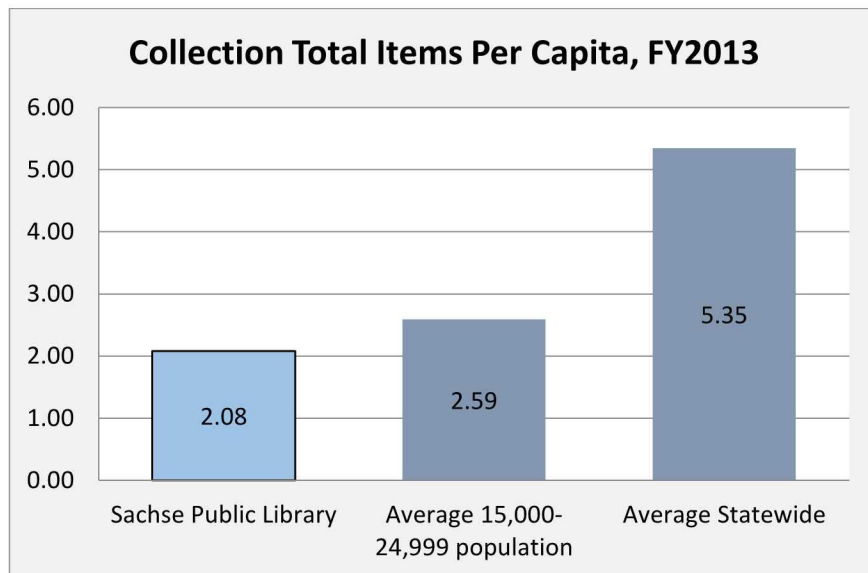


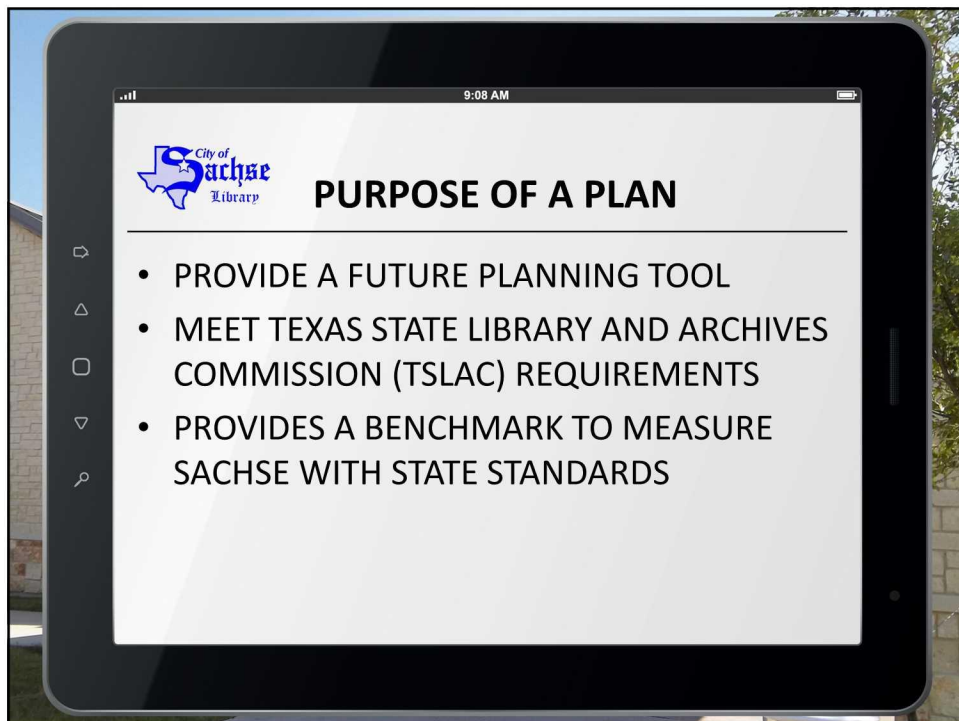
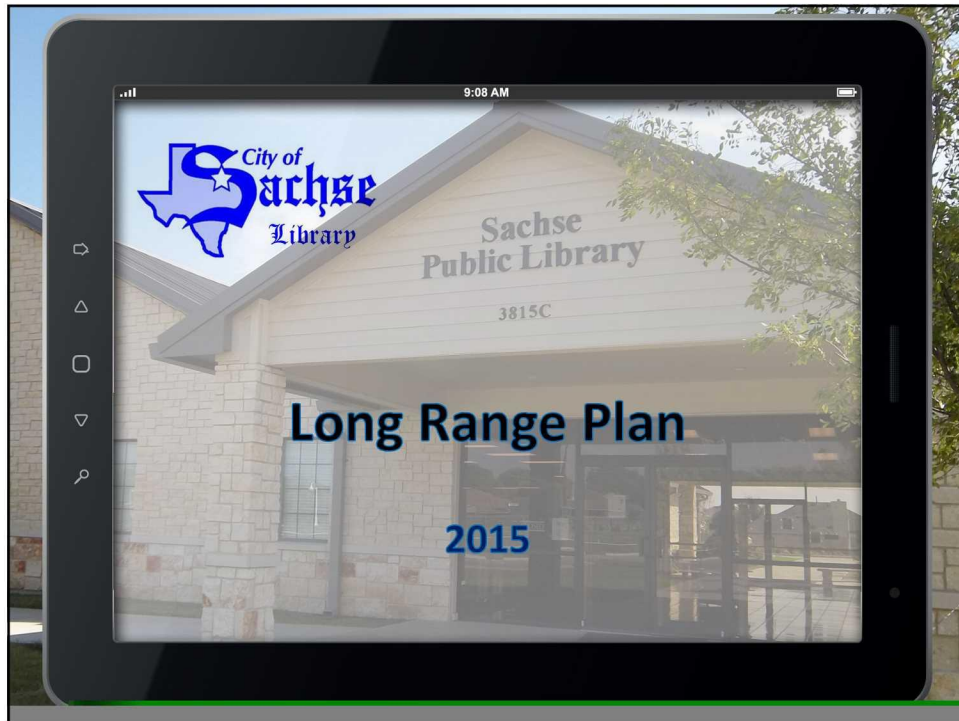
Circulation Per Paid Staff

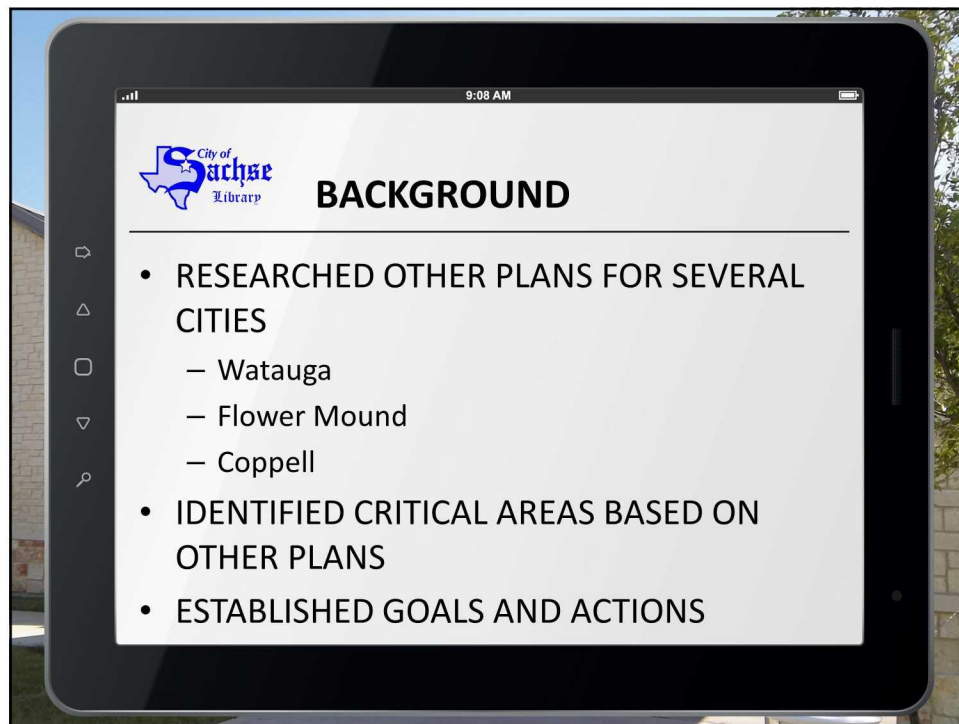


Circulation per Hour, FY2013



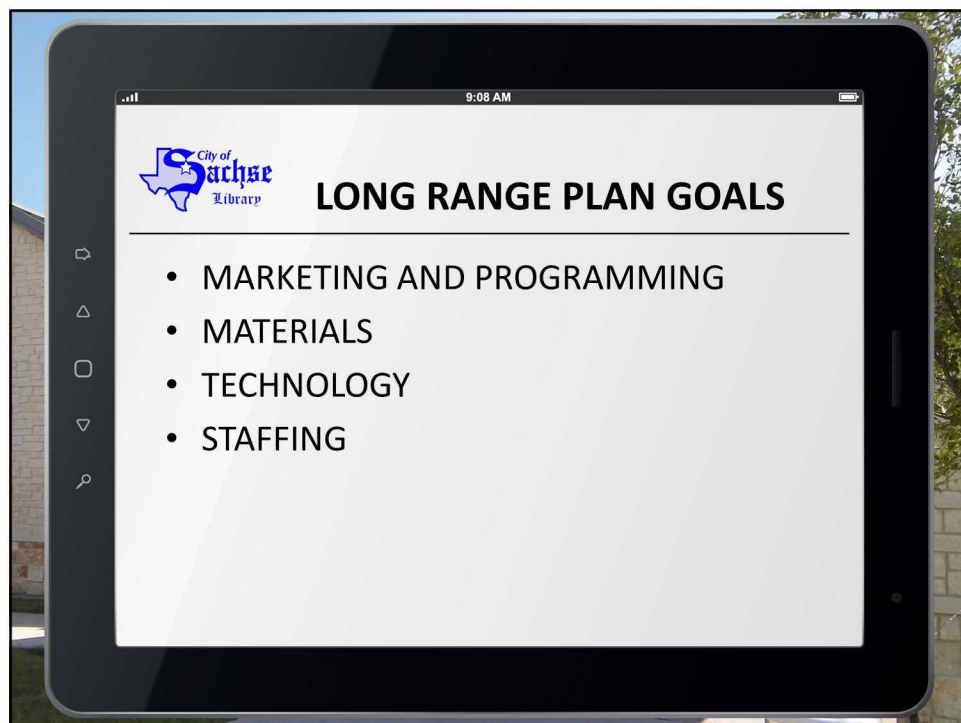
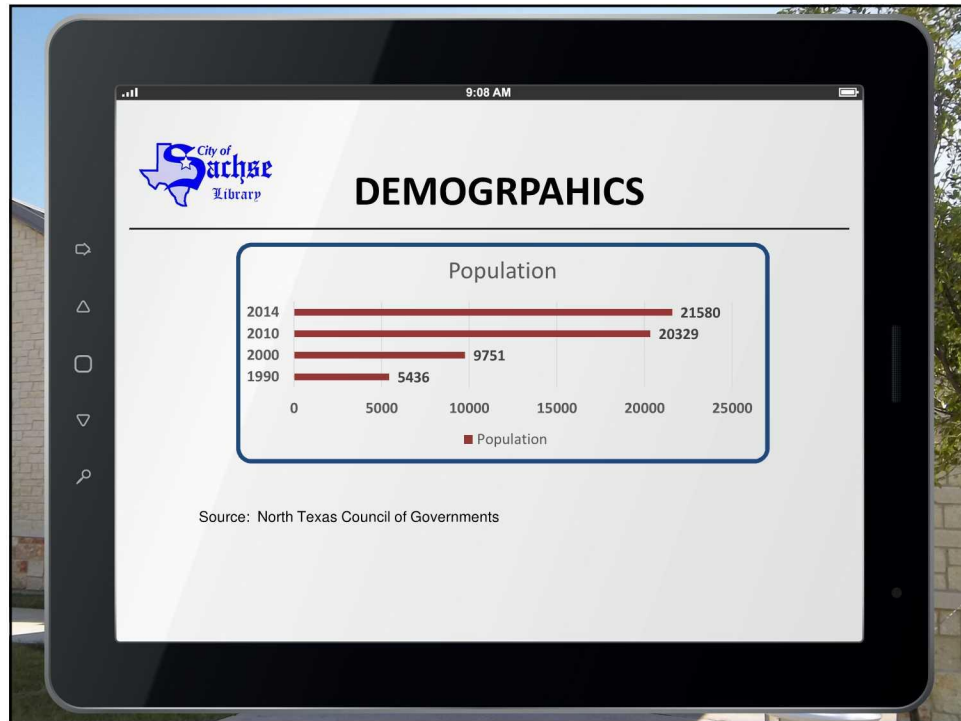


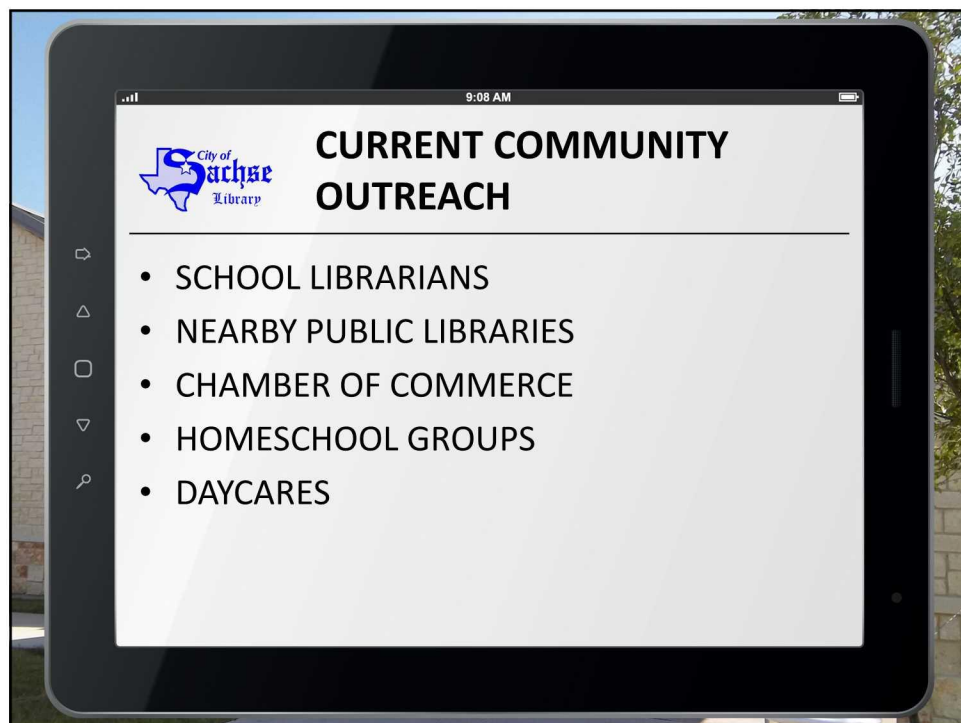
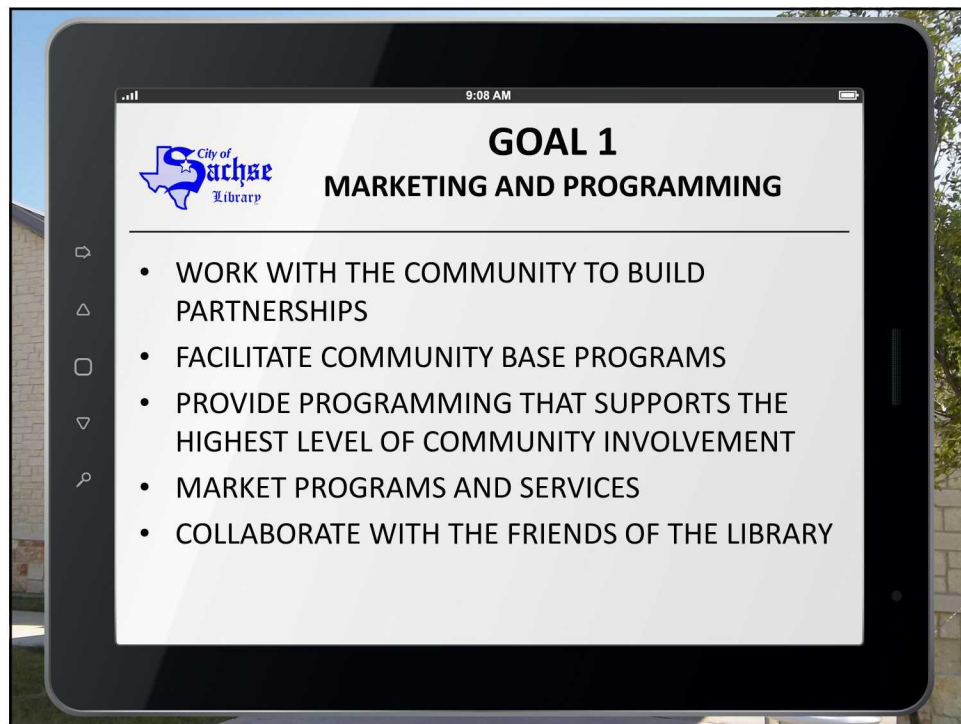


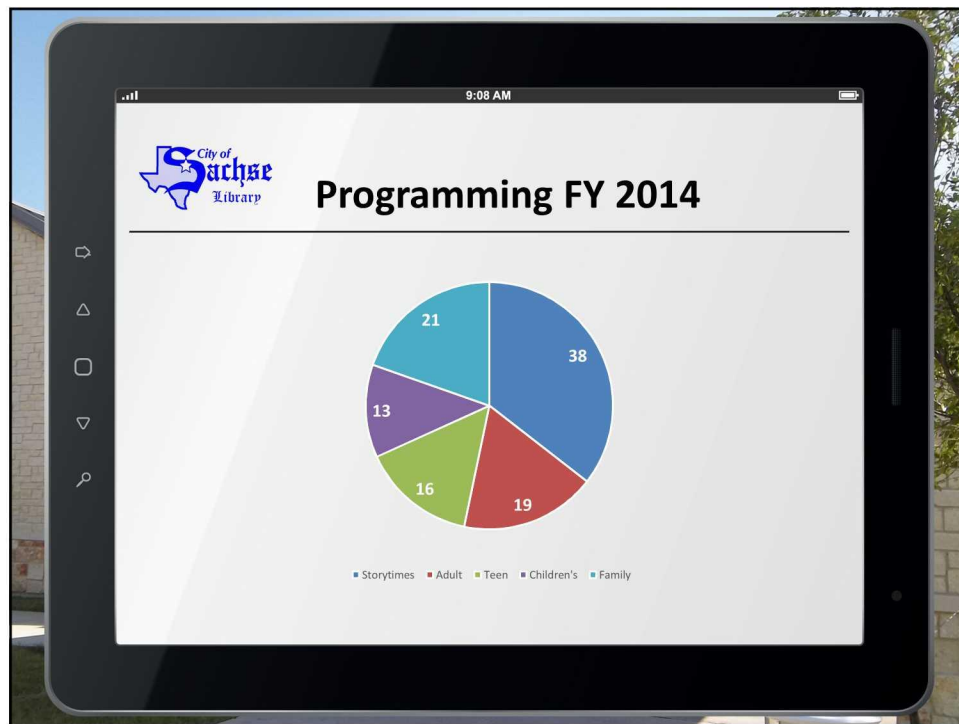


A tablet screen showing a presentation slide titled "LIBRARY STATISTICS" with the City of Sachse Library logo. The slide contains a table with library statistics for FY 2012, FY 2013, and FY2014.

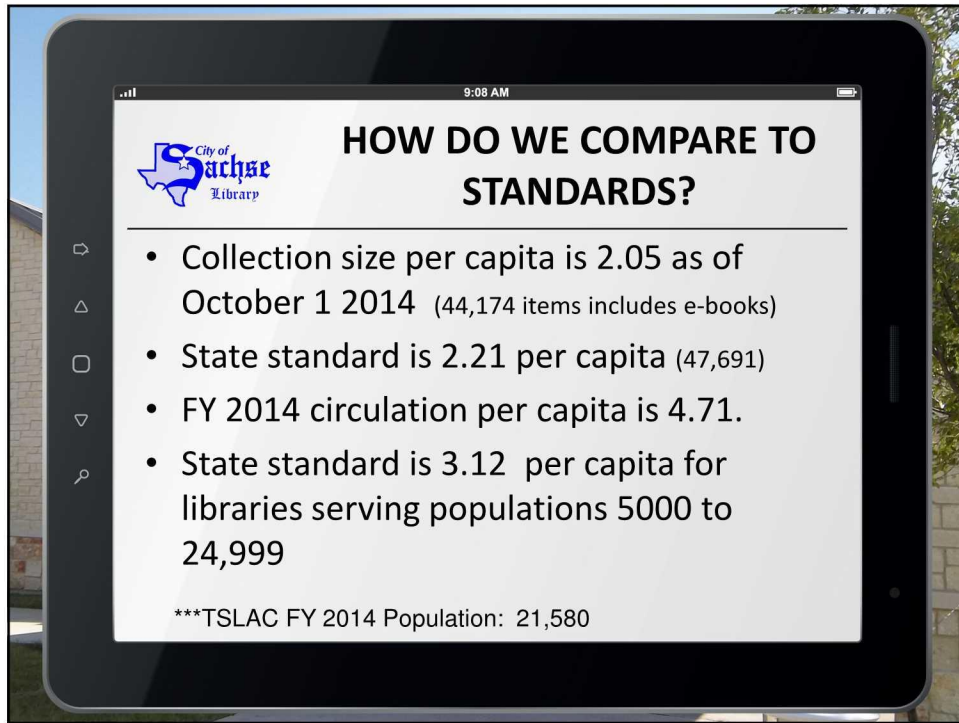
Stats	FY 2012	FY 2013	FY2014
Circulation	85247	91461	101,076
Programming	4625	5161	5805
Items in Collection	38761	40169	43935







-
- A slide titled "GOAL 2 MATERIALS" is displayed on a tablet screen. The slide lists four bullet points regarding material acquisitions and collection development. The text is as follows:
- Increase and expand materials with emphasis on the acquisitions of high demand materials and replacement of outdated materials.
 - Focus on the youth and teen collections to meet the public demands of these areas.
 - Continue development and weeding of collection.
 - Explore new formats for materials as technology changes.

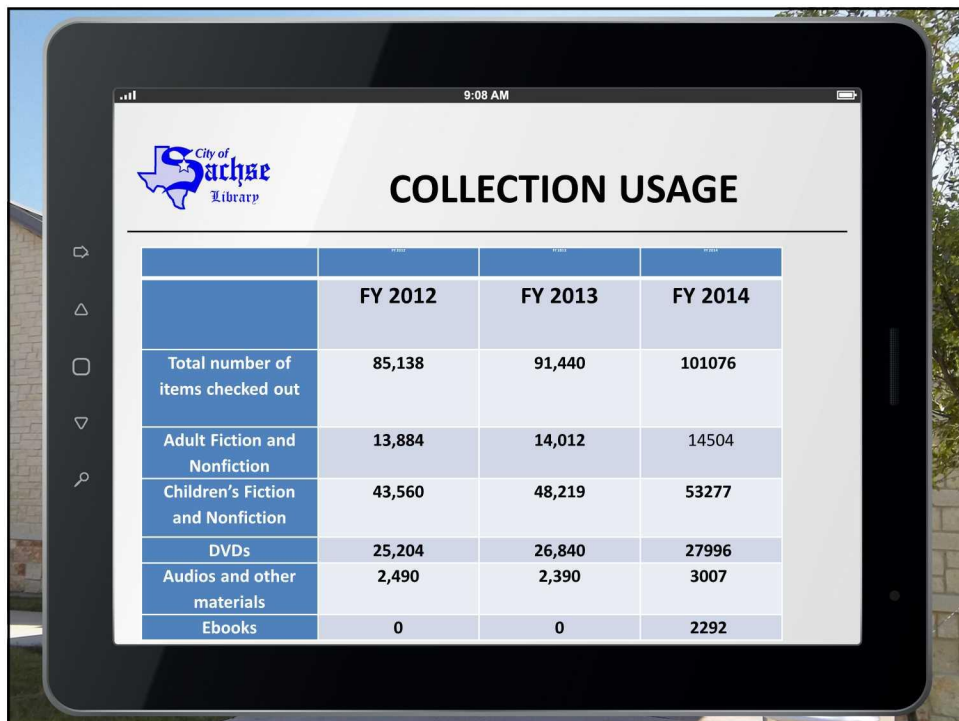


City of Sachse Library

HOW DO WE COMPARE TO STANDARDS?

- Collection size per capita is 2.05 as of October 1 2014 (44,174 items includes e-books)
- State standard is 2.21 per capita (47,691)
- FY 2014 circulation per capita is 4.71.
- State standard is 3.12 per capita for libraries serving populations 5000 to 24,999

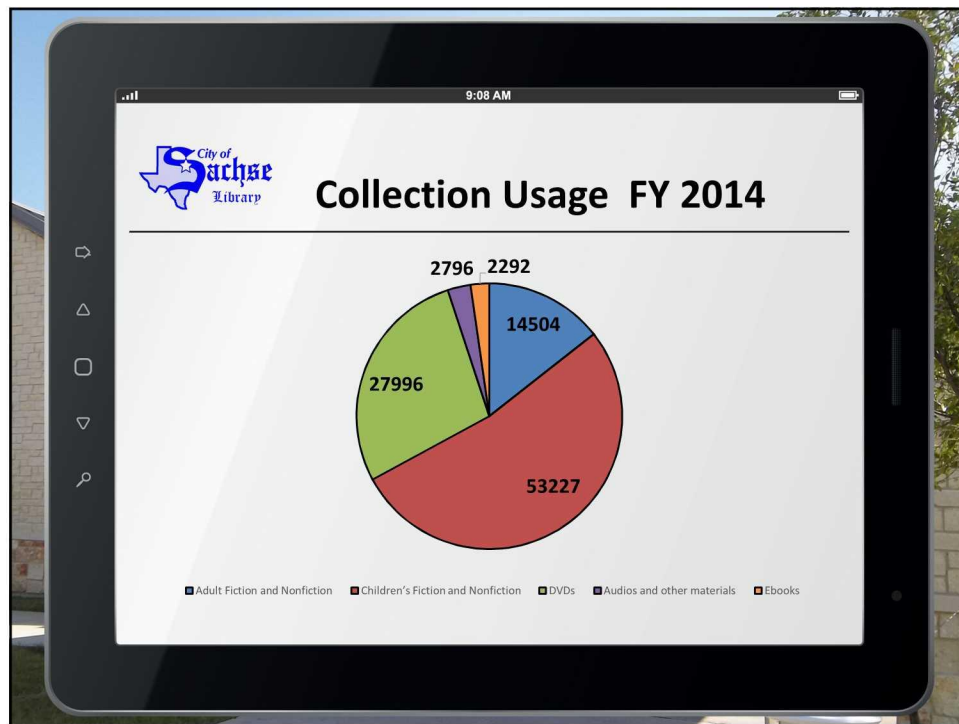
***TSLAC FY 2014 Population: 21,580



City of Sachse Library

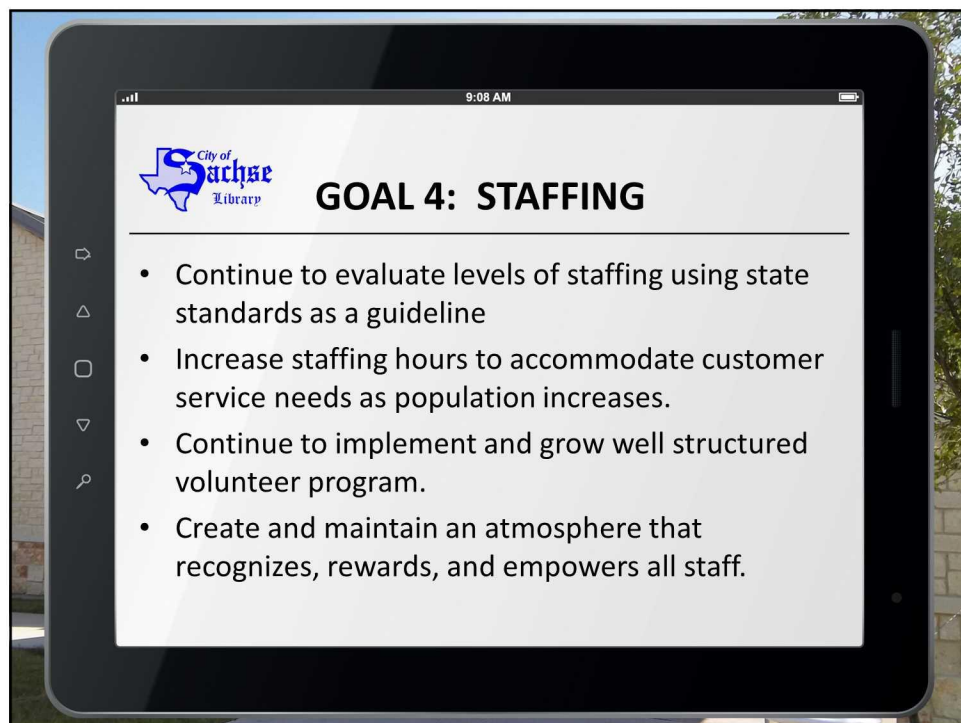
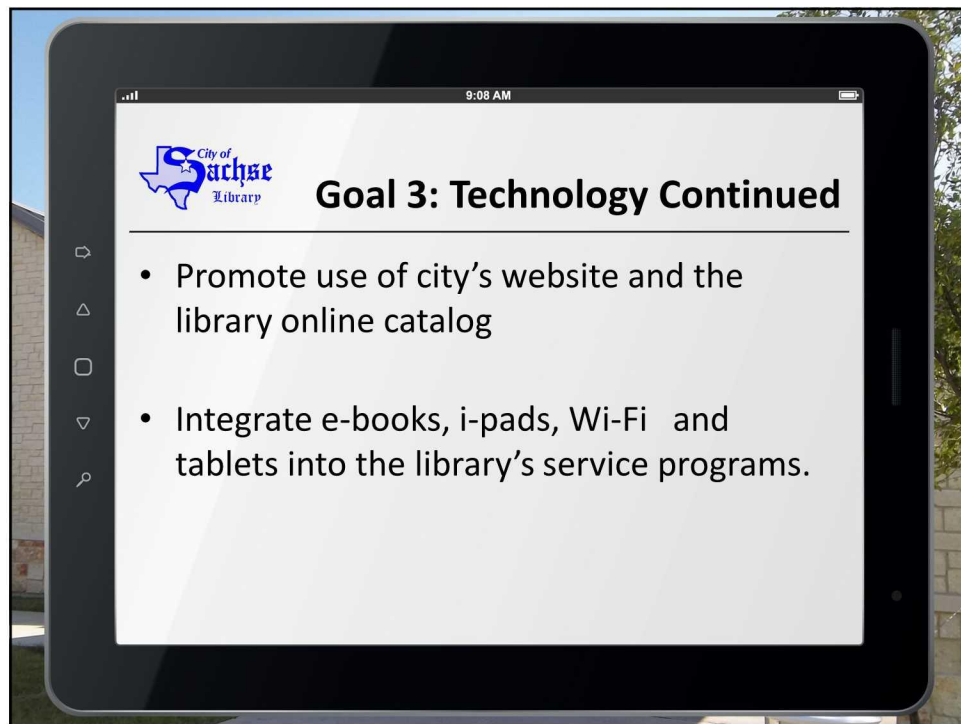
COLLECTION USAGE

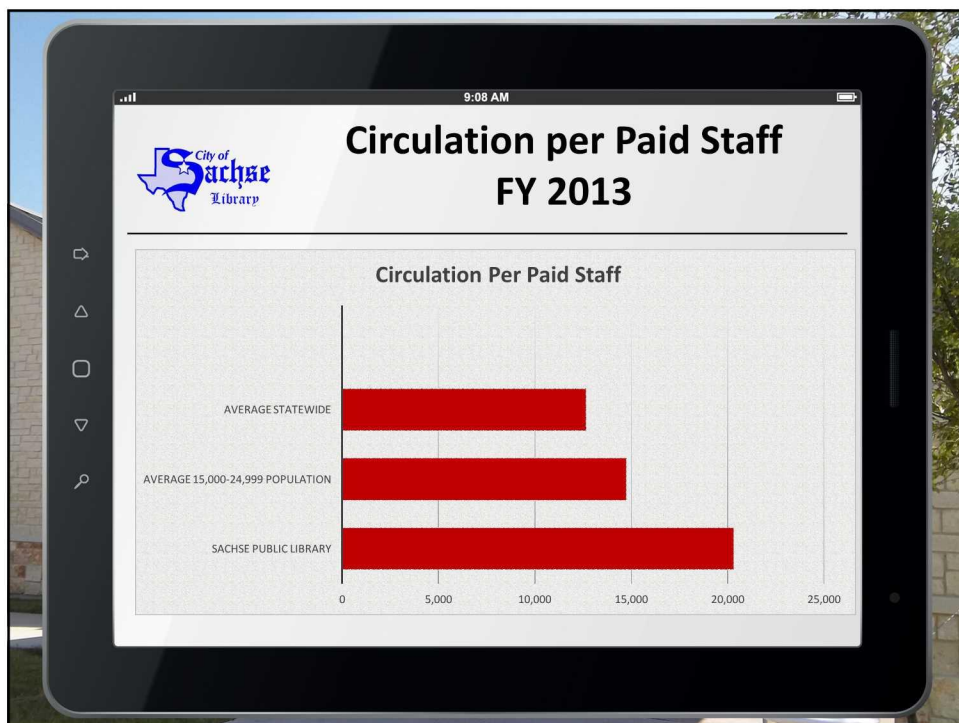
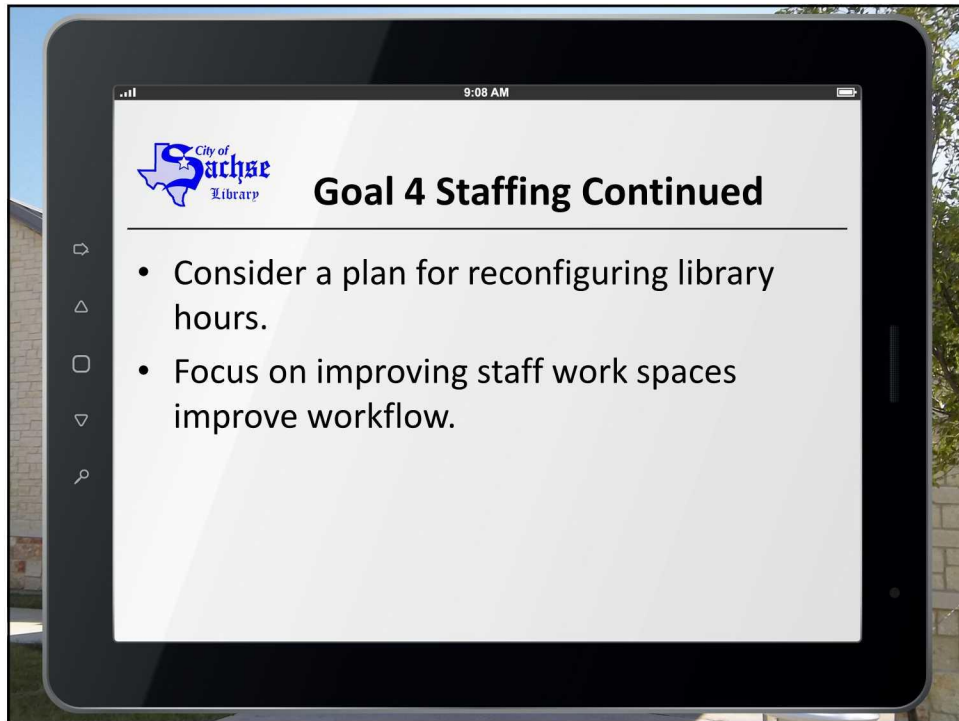
	FY 2012	FY 2013	FY 2014
Total number of items checked out	85,138	91,440	101,076
Adult Fiction and Nonfiction	13,884	14,012	14,504
Children's Fiction and Nonfiction	43,560	48,219	53,277
DVDs	25,204	26,840	27,996
Audios and other materials	2,490	2,390	3,007
Ebooks	0	0	2,292

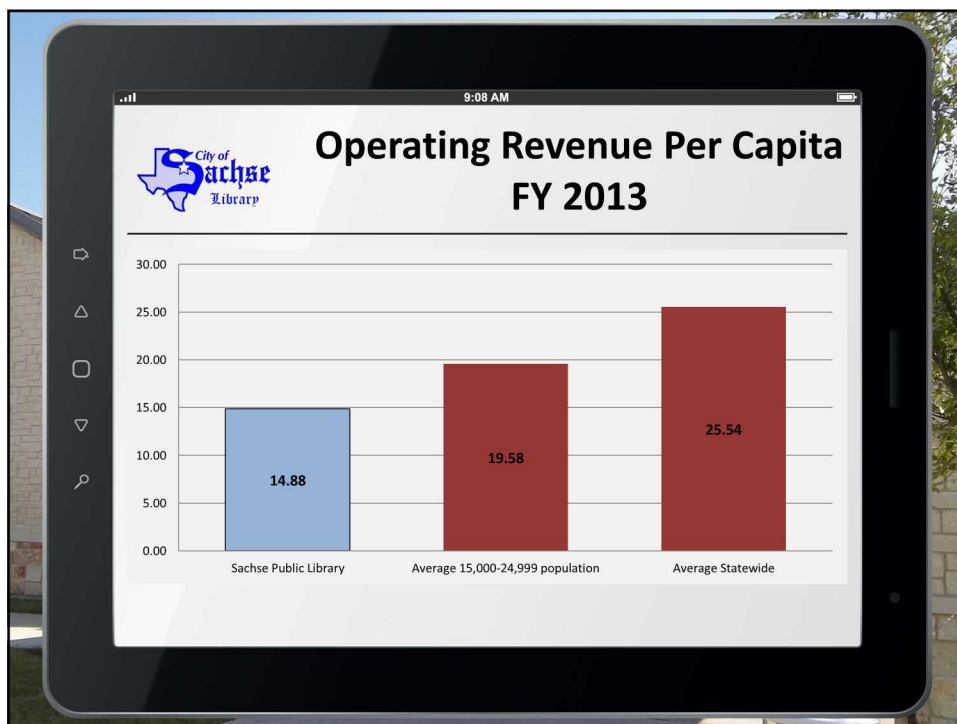


GOAL 3: TECHNOLOGY

- Work closely with the City's IT department to expand and improve public technology needs.
- Evaluate Radio Frequency Identification (RFID) systems and consider upgrading the antiquated security system.
- Coordinate with IT on computer replacement schedules to ensure computers are updated in a timely manner.









Legislation Details (With Text)

File #:	14-2488	Version:	2	Name:	Consider policies and fees for City indoor facility reservations.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/9/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:			
Title:	Discuss the Facility Use Policy and fees amendment for the library's meeting room.				
	Executive Summary Discuss the Facility Use Policy and fees amendment for the library's meeting room. The policy has been amended to address the new audio visual equipment in the library meeting room and a fee for cable rental.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FACILITY USE PRESENTATION PDF FACILITY USE RULES 10-2014 revision PDF FACILITY USE AGREEMENT 10-2014 FORM REV102014 PDF.docx				

Date	Ver.	Action By	Action	Result
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Title

Discuss the Facility Use Policy and fees amendment for the library's meeting room.

Executive Summary

Discuss the Facility Use Policy and fees amendment for the library's meeting room. The policy has been amended to address the new audio visual equipment in the library meeting room and a fee for cable rental.

Background

This policy was originally approved in November 2011 by City Council. The library board reviewed the policy on October 13, 2014, and is recommending the policy to Council for approval. Audiovisual equipment was installed in the Library's meeting room in September 2014 with Campus funds. The policy amendment allows public use of the equipment within policy guidelines. The Library will not loan laptops or any other media devices to the public. Cables needed to hook a laptop to the audiovisual equipment will be available for patron use with a \$15 deposit.

Policy Considerations

Policy was reviewed and recommended by the Library Board on October 13, 2014.

Budgetary Considerations

If a policy is approved, there will be a given line item in the revenue budget.

Staff Recommendations

Discuss and provide any feedback and direction to staff.

FACILITY USE POLICY

AMENDMENT FOR LIBRARY EQUIPMENT USE

Library Meeting Room

Current Policy

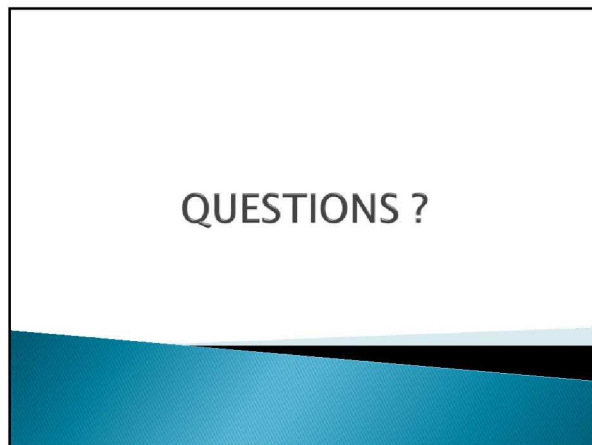
- Approved by City Council November 2011
- Reservations can only be made by City of Sachse residents. In 2011 the following amendments were made:
 - Rooms available at no cost for Sachse non profit organizations to hold regular business meetings and special meetings and programs.
 - Other groups at a rate of \$25.00 per rental for a maximum of four hours.
 - Required deposits for non profit organizations and for all other groups at a rate of \$25.00 per rental when food IS NOT served and \$50.00 per rental when food IS served.

FACILITIES USE POLICY

PROPOSED AMENDMENT

- The library has an audiovisual projector and screen available in the meeting room for groups and individuals who rent the room. Laptops and/or other media devices are not provided.
- Viewing copyrighted DVDs in the Library is restricted to those that are fully licensed for public performances. Any organization who uses the equipment to show copyrighted material without proper license will be liable for any copyright infringement.
- A deposit of \$15for equipment use only if library VGA and/or audio cables are used.

FACILITY USE FEES			
City	Deposit	Kitchen Use Fee	Room Rental Fee
Sachse Proposed Fee for Senior Ctr. Multipurpose Room	\$100	No fee. Limited Use upon staff approval	\$25/hr
Sachse Proposed Fee for Old City Hall and Library Meeting Room	\$25/ without food served and \$50/with food served	No fee. Limited Use upon staff approval	Non-profits - No rental fee All other groups - \$25/rental PROPOSED \$15 equipment deposit
Flower Mound	\$200	\$20/use	\$50/hr – during business hours \$65/hr after hours rate *Non-resident rates \$60/hr during business and \$75/hr after hours
Lewisville (Residents Only)	\$300	\$25/use	\$50/hr rental fee + \$9/hr staff fee
McKinney	\$100	Included in rental fee	\$25/hr (includes kitchen amenities) *must call for non-resident rate
Wylie	\$100	\$25/hr – Resident rate \$35/hr – non resident	\$25/hr – Resident rate \$35/hr – non resident
Garland		No use of kitchen	\$175/3 hours + \$40 for each additional hour
Allen	\$50 if no food is served \$100 if food is served	No use of kitchen	\$30/hr – during business hours \$50/hr after hours rate



QUESTIONS ?



RENTAL POLICIES/FACILITY USE REGULATIONS

General

Reservations must be made by telephone or in person with the Parks and Recreation Department for use of the Old City Hall and Senior Activity Center meeting room or the Library for use of the Sachse Library meeting room. Reservations can only be made by City of Sachse residents and must be over 18 years of age. Proof of residency is required. City staff has the final approval in granting facility use for activities and reserves the right, after review to refuse future use to any group, organization or individual exhibiting a lack of regard for the policies stated within this agreement. All activities must be completed by 10:00 p.m. and the facilities cannot be reserved during business hours. Any exception to these rules must be designated on the "Facility Use Rental Agreement" and must be approved by staff.

Deposits

A deposit will be collected within one business day of the time the reservation is made. Deposits will be refunded if:

- a. Rooms are vacuumed and tables/counters are wiped down.
- b. Trash is taken to dumpster.
- c. Tables and chairs are put up and placed in their original place.
- d. The reservation ends on time. All activities must be completed by 10:00 p.m.

Cancellation

In order to receive a full refund for a facility rental, notice must be given no less than 2 business days prior to the date of the rental. This shall include a full deposit refund. Refunds may be given under special circumstances when 2 days notice is not given at the discretion of City staff.

Decoration

Confetti or glitter is not permitted. Nothing may be hung or taped on the walls.

Kitchen Use

Use of the kitchen is limited to use of the sink only. You must bring your own utensils, napkins, and cups, etc. The use of the facility kitchen supplies is prohibited. The use of the oven and microwave is prohibited without prior approval from City staff.

Setup/Cleanup

Reservation times must include set-up and clean up time. Each reservation group is required to set up the tables and/or chairs and return them to their original location before departure. Each reservation group is responsible for bringing in their own cleaning supplies and trash bags. The group will be allowed to dispose of trash in the dumpster (located in the facility parking lot). A vacuum will be provided for cleanup after reservation. Each reservation group must vacuum and wipe clean all tables, countertops and ovens. All food brought in must be kept on the hard surface and will not be allowed on the carpeted area with the exception of the Old City Hall meeting room.

Music/Noise Level

Activities generating a level of noise that interferes with other areas in use will not be permitted. Music and amplified sound should not be heard in other rooms that are in use within the building.

Library Equipment Use

The library has an audiovisual projector and screen available in the meeting room for groups and individuals who rent the room. Laptops and/or other media devices are not provided.

Viewing copyrighted DVDs in the Library is restricted to those that are fully licensed for public performances. Any organization who uses the equipment to show copyrighted material without proper license will be liable for any copyright infringement.

A deposit for equipment use only if library VGA and/or audio cables are used.

Alcohol/Tobacco Use

The City of Sachse does not permit alcohol on the premises or property or permit smoking inside the premises or property.

Children/Youth

Adult supervision must be maintained and activities involving minors require a ratio of 1 adult to every 10 children.

Liability

The user is liable for damages occurring during his/her use of the room. The City of Sachse accepts no liability or responsibility for any damage to persons or property arising from the use of the meeting room. Renter is required to be at event at all times.

Rooms Available for Reservation

Rooms available for reservations are as follows (see attached fee schedule for each facility):

- a. Library Meeting Room – this room is available at no cost for regular business meetings, special meetings and programs of Sachse non-profit organizations. Other groups may hold meetings a maximum of 4 times per calendar year based on fees listed below. All reservations in this facility can be held for a maximum of 4 hours per use.
- b. Old City Hall Meeting Room- this room is available at no cost for regular business meetings, special meetings and programs of Sachse non-profit organizations. Other groups may hold meetings a maximum of 4 times per calendar year based fees listed below. All reservations in this facility can be held for a maximum of 4 hours per use.
- c. Senior Activity Center Multi-Purpose Room – this room is available for regular business meetings, special meetings and programs of Sachse non-profit organizations, as well as showers, receptions, etc. Weekday reservations require a 2 hour minimum rental (Monday-Thursday) and weekend reservations require a 4 hour minimum rental (Friday-Sunday).

Facility	Deposit	Room Rental Fees
Library Meeting Room	\$25/without food served or \$50/with food served	Non-profits - No Rental Fee; Other groups - \$25/rental
Old City Hall Meeting Room	\$25/without food served or \$50/with food served	Non-profits - No Rental Fee; Other groups - \$25/rental
Senior Activity Center Multi-purpose Room	\$100	\$25/hour



**Parks & Recreation
Department**
(Phone) 469-429-0275
(Fax) 469-429-0274

Sachse Library
(Phone) 972-530-8966
(Fax) 972-495-7682

Facility Use Rental Agreement

Name (must be a resident of Sachse) _____

Address _____ Phone Number _____

Non-Profit Group: Yes No

Facility
Reservation Fees: Refer to the Master Fee Schedule for a List of Fees Regarding Reservations
Old City Hall Meeting Room
Library Meeting Room
Senior Activity Center Multipurpose Room

Date(s) of Event _____ Begin _____ End _____ Total Hrs _____

Special Request _____ Type of Event _____

How many attending (approx.) _____ Group Requesting Rental _____

Library Equipment Use (Projector/Screen and cables only (no laptop)): Yes No

Deposits: \$25 (with/out food) \$50 (with food) \$100 (Senior Ctr.) \$15 (library equipment)

Rental Fee: Yes No Key Checked Out: Yes No

Please keep this form with you while using the facility. This agreement authorizes exclusive use of the facility for the date and time specified to the person named. Please contact the Sachse Police Department if you have any problems that require immediate assistance at 972-495-2271. You may also contact the Parks & Recreation Department during normal working hours (Monday-Friday 8:00-5:00 p.m.) for non-emergency issues at 469-429-0275 or the Sachse Library at 972-530-8966.

I have received a copy of the rental policies and facility use regulations and agree to all the terms therein. I understand that I will be liable for damages that occur during my use of the room and understand that failure to abide by these policies could result in denial of privileges to use these facilities and forfeiture of deposit.

Signature _____ Date _____

Department Use Only

Approved for use as requested: Yes No Reason for Denial _____

Signature (Staff Representative) _____ Deposit Amount _____

Rental Amount Paid _____ Date Paid _____ Form of Payment: Cash Credit Card Check # _____

Condition of Room Following Use: Satisfactory Unsatisfactory

If Unsatisfactory, describe _____

Date Key Returned _____ Date Deposit Returned _____



Legislation Details (With Text)

File #:	14-2503	Version:	1	Name:	Resolution for Direct Development grant.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/16/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:			
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Direct Holdings, LLC, d/b/a Direct Development.				
	Executive Summary				
	The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Direct Development.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Direct Development Final				
	Direct Development Grant Request				
	Direct Development Site Plan				
	Direct Development Proposed Tenant Photos				
	CC Direct Development Res.pdf				
	LA Fitness Woodbridge Gate City Budget 101714				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Direct Holdings, LLC, d/b/a Direct Development.

Executive Summary

The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Direct Development.

Background

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

Policy Considerations

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

Budgetary Considerations

Funding in the amount not to exceed \$500,000.00

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Direct Holdings, LLC, d/b/a Direct Development.

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

This Economic Development Incentive Agreement ("Agreement") is made by and between the Sachse Economic Development Corporation (the "SEDC") and Direct Holdings, LLC, a Texas limited liability company, doing business as Direct Development (the "Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

W I T N E S S E T H:

WHEREAS, the Company is the owner of, or is under contract to purchase or acquire through a joint venture agreement approximately 10.08 acres of land in Sachse, Texas, located at the southeast corner of State Highway 78 and Woodbridge Crossing, being further described in Exhibit "A" (the "Land"); and

WHEREAS, the Company intends to construct on the Land a retail center to be known as "Gates of Woodbridge," consisting of an approximately 37,000 square foot fitness facility to be leased and occupied by Fitness International LLC, d/b/a LA Fitness (hereinafter "Fitness Center") and may (without implying any obligation to do so) construct additional restaurant and/or retail shopping pad sites adjacent to the Fitness Center (collectively the "Project"); and

WHEREAS, the Company anticipates that the Project will (i) generate approximately Eighteen Million Dollars (\$18,000,000.00) in additional sale of Taxable Items Consummated in the City; and (ii) create approximately One Hundred Eighty-One (181) direct and indirect employment positions at the Project and the City; and

WHEREAS, the Company has advised the SEDC that a contributing factor that would induce the Company to construct the Fitness Center and Project would be an agreement by the SEDC to provide an economic development grant to the Company to defray a portion of the costs of the Infrastructure for the Fitness Center (hereinafter defined); and

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

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, as amended (the "Act"), authorizes the SEDC to provide funds for projects, including expenditures for infrastructure suitable for new or expanded business enterprises; and

WHEREAS, the SEDC has determined that the grants to be made herein are expenditures required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises and constitutes a "project", as that term is defined in the Act; and

WHEREAS, the SEDC desires to encourage business expansions within the City that will add property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, promoting the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

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

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

Article I Definitions

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

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Capital Investment" shall mean the total capitalized cost incurred and paid by the Company for the design and construction of the Fitness Center and Infrastructure thereof.

"City" shall mean the City of Sachse, Texas.

"Commencement Date" shall mean the date of Completion of Construction of the Fitness Center.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Fitness Center and/or the Infrastructure, as the case may be; (ii) all necessary permits for the construction of the Fitness Center and/or the Infrastructure, as the case may be, have been issued by the applicable governmental authorities; (iii) construction of the Fitness Center and/or the Infrastructure, as the case may be, has commenced; and (iv) grading of the Land and construction of vertical elements of the Fitness Center has commenced.

“Company” shall mean Direct Holdings, LLC, a Texas limited liability company, doing business as Direct Development, including any entity affiliated with the Company that may be formed for purposes of acquiring the Land and developing the Project (hereinafter a “Company Affiliate”).

“Company Affiliate” shall mean an entity related to the Company by direct or indirect common or overlapping majority ownership or control by the Company.

“Completion of Construction” shall mean that the construction of the Fitness Center and the Infrastructure have been substantially completed and a final certificate of occupancy has been issued by the City for the Fitness Center following construction thereof by the Company, or in the case of the Infrastructure, written acceptance or approval by the City of the Infrastructure has been issued.

“Consummated” shall have the same meaning assigned by Texas Tax Code, Section 321.203, or its successor.

“Expiration Date” shall mean the eleventh (11th) anniversary date of the Commencement Date.

“Fitness Center” shall mean a building to be constructed on the Land containing approximately 37,000 square feet of space in accordance with plans approved by the City to be leased and occupied by LA Fitness.

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

“Grant” shall mean an economic grant to offset the cost of Infrastructure incurred and paid by Company for the Fitness Center, to be paid in installments, not to exceed Five Hundred Thousand Dollars (\$500,000.00), as set forth herein.

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

“Improvements” shall mean the Fitness Center to be constructed on the Land.

“Infrastructure” shall mean water and sewer utilities, electric utilities, gas utilities, landscaping and other site improvements necessary for development and use of the Land for the Fitness Center.

“Infrastructure Costs” shall mean the actual costs to design, install and construct the Infrastructure. Infrastructure Costs shall not include interest, construction management.

“Land” shall mean the real property described in Exhibit “A”.

“Lease” shall mean the lease of the Fitness Center by and between the Company and Fitness International LLC, d/b/a LA Fitness, for a period of not less than five (5) years commencing on the Lease Inception Date.

“Lease Inception Date” shall mean the commencement date of the lease term under the Lease but no later than twenty-four (24) months after the Effective Date.

“Leased Premises” shall mean the Fitness Center to be constructed on the Land and leased by Fitness International LLC, d/b/a LA Fitness.

“Lessee” shall mean Fitness International LLC, d/b/a LA Fitness, and any assignee of Lessee permitted under the Lease.

“Payment Request” shall mean a written request from the Company to the SEDC for payment of the applicable installment of the Grant accompanied by receipts, invoices and statements evidencing the Capital Investment and the total costs incurred and paid by the Company for the Infrastructure.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between (i) the Company, and (ii) SEDC and/or the City.

“Required Use” shall mean the opening of the Fitness Center by LA Fitness open to the public and serving the citizens of Sachse.

“Retailers” shall mean the Company and any owner/occupants, tenants, and lessees of the Fitness Center and each and every entity required by the Comptroller to collect Sales and Use Tax on the sale of Taxable Items Consummated at the Fitness Center.

“Sales and Use Tax” shall mean the one half of one percent (0.5%) sales and use tax imposed by the City for the benefit of the SEDC, pursuant to the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code.

“Sales Tax Receipts” shall mean the SEDC’s receipt of Sales and Use Tax from the State of Texas from the Retailers’ collection of Sales and Use Tax from the sale of Taxable Items by the Retailers Consummated at the Fitness Center. Sales Tax Receipts do not include Sales and Use Taxes retained by the State of Texas, rather than paid to the SEDC, as the State of Texas’ administrative fee for collection of the Sales and Use Taxes pursuant to Texas Tax Code, Section 321.503.

“SEDC” shall mean the Sachse Economic Development Corporation.

“State of Texas” shall mean the Office of the Texas Comptroller, or its successor.

“Taxable Items” shall mean both “taxable items” and “taxable services” as those terms are defined by Chapter 151, Texas Tax Code, as amended.

“Taxable Value” shall mean the appraised value as certified by the appraisal district, or its successor, for a given year.

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Project Construction; Economic Development Grant

3.1 Construction of the Fitness Center and Infrastructure. The Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Fitness Center and the Infrastructure to occur on or before May 15, 2015, and shall, subject to events of Force Majeure, cause Completion of Construction of the Fitness Center and the Infrastructure to occur on or before May 15, 2016.

3.2 Payment of Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by the Company, and the obligation of the Company to repay the Grant pursuant to Article V hereof, the SEDC agrees to provide the Grant to the Company to be paid thirty (30) days after receipt of a Payment Request following the later of: (i) Completion of Construction of the Infrastructure; (ii) Completion of Construction of the Fitness Center; and (iii) the Infrastructure Costs have been verified by the SEDC (the SEDC shall be deemed to have verified the Infrastructure Costs if the SEDC fails to notify the Company of any objections thereto within fifteen (15) business days following the date the Company provides the Payment Request and reasonable evidence of the Infrastructure Costs to the SEDC). The amount of the Grant paid by SEDC to Company shall be the lesser of (i) the verified Infrastructure Costs, and (ii) Five Hundred Thousand Dollars (\$500,000.00). If the SEDC fails to pay the Grant when due, and such failure continues for fifteen (15) days following the Company’s written notice thereof to the SEDC, the SEDC shall be in default under this Agreement and the Company may pursue any and all remedies available to the Company hereunder, at law or in equity.

3.3 Grant Limitations. Under no circumstances shall the obligations of the SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the SEDC agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Grants for the then ensuing fiscal year.

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

3.4 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the SEDC. The SEDC shall have no obligation or liability to pay any Grants except as allowed by law. The SEDC shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

Article IV Conditions to Grants

The obligation of the SEDC to provide the Grant and any installment thereof shall be conditioned upon the compliance and satisfaction by the Company of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV.

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

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

4.3 Required Use. During the term of this Agreement, following the Lease Inception Date and continuing thereafter until the Expiration Date, the Company shall use reasonable efforts to ensure that the Fitness Center shall not be used for any purpose other than the Required Use, provided that the SEDC acknowledges and understands that after opening for business for the Required Use, the Fitness Center shall not be required to operate nor to operate for any particular use.

4.4 Construction of the Fitness Center and Infrastructure. The Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Fitness Center and the Infrastructure to occur on or before May 15, 2015, and shall, subject to events of Force Majeure, cause Completion of Construction of the Fitness Center and the Infrastructure to occur on or before May 15, 2016.

4.5 Minimum Taxable Value. The combined Taxable Value of the portion of the Land or platted lot on which the Fitness Center is constructed ("Fitness Center Lot") and the Fitness Center shall be at least Six Million Five Hundred Thousand Dollars (\$6,500,000.00) as of January 1 of the calendar year following the Completion of Construction of the Fitness Center.

4.6 Capital Investment. The combined Capital Investment of the Fitness Center (including the Fitness Center Lot) and Infrastructure following the Completion of Construction thereof shall be at least Eight Million Dollars (\$8,000,000.00).

Article V

Termination; Repayment

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

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

5.2 Repayment. In the event the Agreement is terminated by the SEDC pursuant to Section 5.1 (b) for an uncured breach of Section 4.5 or 4.6, the Company shall immediately refund to the SEDC an amount equal to the amount of the Grant paid by the SEDC to the Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of the Company set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment. In the event the Agreement is terminated by the SEDC pursuant to Section 5.1 (c) the Company shall within thirty (30) days after written demand by SEDC refund to the SEDC an amount equal to the amount of the Grant paid by the SEDC to the Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of the Company set forth in this Section 5.3 shall survive termination of this Agreement.

5.4 Offsets. The SEDC may at its option, following at least thirty (30) days written notice to the Company, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City and/or the SEDC from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the SEDC has been reduced to judgment by a court.

5.5 In the event the combined amount of: (i) the City ad valorem taxes assessed against the Fitness Center and the Fitness Center Lot and collected by the City during the term of this Agreement; and (ii) the Sales Tax Receipts for the term of this Agreement, are less than the amount of the Grant, the Company shall pay such deficit to the SEDC within fifteen (15) business days after written demand by SEDC. The payment obligation of the Company set forth in this Section 5.5 shall survive the Expiration Date and the termination of this Agreement. The SEDC shall use commercially reasonable efforts to provide the Company with a written acknowledgement when the combined amount of: (i) the City ad valorem taxes assessed against the Fitness Center and the Fitness Center Lot, and collected by the City during the term of this Agreement; and (ii) the Sales Tax Receipts for the term of this Agreement, exceed the amount of the Grant.

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 Company and the SEDC, in satisfying the conditions of this Agreement, have acted independently, and the SEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture 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. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

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

If intended for the SEDC, to:

Attn: Leslyn Blake, CEO
Sachse Economic Development Corporation
3815 Sachse Rd., Building B
Sachse, Texas 75048

With a copy to:

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

If intended for Company:

Attn: David Watson, President
Direct Holdings, LLC,
d/b/a Direct Development
2001 Ross Avenue, Suite 550
Dallas, Texas 75201

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive 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 the mutual written agreement of the Parties. The President, or designee, shall have the authority to enter into any amendments to this Agreement on behalf of the SEDC.

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

6.11 Successors and Assigns. Except for an assignment of this Agreement to a Company Affiliate (which shall not require the consent or approval of the SEDC), this Agreement may not be assigned without the prior written consent of the SEDC.

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

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

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

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

6.16 Conditions Precedent. This Agreement is subject to and conditioned upon: (i) the Company closing the purchase of the Land and having entered into the Lease on or before ninety (90) days after the Effective Date; (ii) the authority of the SEDC to undertake the obligations herein as an authorized project under the Act, sixty (60) days after public hearing and notice; and (iii) approval of this Agreement by the City Council for the City of Sachse.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2014.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Leslyn Blake, CEO

EXECUTED on this _____ day of _____, 2014.

**DIRECT HOLDINGS, LLC,
d/b/a DIRECT DEVELOPMENT**

By:  _____
David Watson, President

STATE HIGHWAY 78

WOODBRIDGE CROSSING

ANCHOR A
10,000 S.F.

ANCHOR B
10,000 S.F.

ANCHOR C
10,000 S.F.

SHOP A
10,000 S.F.

SHOP B
10,000 S.F.

SHOP C
10,000 S.F.

LEGEND

- ANCHOR
- SHOP
- PARKING
- CREEK
- RAILROAD
- HIGHWAY

NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

LEGEND:

- ANCHOR
- SHOP
- PARKING
- CREEK
- RAILROAD
- HIGHWAY

Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse Texas 75048
Tax Abatement and Incentive Application

The City of Sachse and the Sachse Economic Development Corporation are committed to the promotion and retention of high quality development within the City of Sachse and to better the quality of life for its citizens. These objectives can often be attained by the enhancement and expansion of the local economy. To meet these objectives, the City of Sachse and the Sachse Economic Development Corporation will, on a case-by-case basis, consider providing tax abatements or other economic development incentives to aid in the stimulation of economic development in Sachse. The City of Sachse and the Sachse Economic Development Corporation will give said consideration in accordance with the City of Sachse Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program. Nothing herein shall imply or suggest that the City of Sachse or the Sachse Economic Development Corporation is under any obligation to provide tax abatements or incentives to any applicant. All applicants shall be considered on a case-by-case basis.

Completion of this application will allow the Sachse Economic Development Corporation Board of Directors and the City of Sachse City Council to predetermine a satisfactory level of return on investment. The application of a fiscal impact examination is a decision tool, and it is recognized that the guidelines are not all-inclusive. Any consideration of the use of public resources for a business, regardless of whether they are direct financial investments, abatements, deferred taxes or regulatory considerations, requires that the fiscal impacts be considered as one of the measurement tools used to determine the incentives offered.

In order for the Sachse Economic Development Corporation to determine the value of a project, it is necessary to obtain certain information. Please provide us with the following:

I. Real Property

1. Acquisition cost of vacant property (if applicable)\$ 925,000
2. Acquisition price of an existing facility or current taxable value \$ NA
3. Total construction budget for new facility \$ 8,300,000
 - a. Percent allocated to materials 55%
 - b. Percent allocated to soft costs 10%
(Soft costs are permitting fees, architectural engineering, testing, inspections, Environmental studies, developer management fees, legal and audit fees, etc.)
 - c. Percent allocated to labor 35%
 - d. Percent of construction materials purchased in Sachse Unknown at this time
 - e. Percent of soft costs purchased in Sachse Unknown at this time
 - f. Percent of construction workforce residing in Sachse Unknown at this time
4. Appraised Land Value \$ 987,940

II. Business Personal Property

1. Value of newly purchased furniture and fixtures..... \$ 1,300,000
(and equipment)
2. Value of furniture and fixtures relocated to Sachse \$ 00
3. Value of newly purchased equipment \$ 750,000
4. Percent of new equipment purchased in Sachse..... \$ 00
5. Value of equipment relocated to Sachse \$ 00
6. Value of inventory as of January 1 each year \$ N/A

111. Sales Tax

1. Annual Amount of Total Sales \$ _____
2. Percentage of Sales that are taxable at the local level \$ _____
3. Annual Amount of anticipated local sales tax \$ _____

IV. Employee Information

1. Number of **existing** employees \$ 40
2. Average annual wage of **existing** employees \$ 40,000
3. Annual wage growth rate (in %) of **existing** employees \$ _____
4. Percentage of **existing** employees who live in Sachse _____
5. Anticipated number of **new** employees in Year #1 Year #2 Year #3
Exempt Employees 2 3 3
Non Exempt Employees 20 22 22
6. Average annual wage of **new** employees (indicate different levels within each category by labeling them as Class 1 or Class 2)
Exempt Employees - \$ _____
Non Exempt Employees - \$ _____
7. Annual wage growth rate (in%) of **new** employees
Exempt Employees 2% per year
Non Exempt Employees 2% per year

V. Operations

- | | |
|---|-------------------|
| 1. Total annual operating budget | \$ <u>unknown</u> |
| 2. Value of materials purchased for operations
(excluding inventory) | \$ _____ |
| 3. Percentage of these materials bought in Sachse | \$ _____ |
| 4. Average annual cost of each utility | |
| a. Electricity | \$ <u>110,400</u> |
| b. Telephone | \$ <u>5,100</u> |
| c. Cable | \$ <u>1,040</u> |
| d. Natural Gas | \$ <u>11,000</u> |
| e. Sanitation | \$ <u>2,700</u> |
| f. Water & Sewer | \$ <u>17,532</u> |
| 5. Cost of onsite infrastructure | \$ _____ |
| 6. Cost of offsite infrastructure | \$ _____ |

VI. Additional Information

Attach the following information:

1. Site plan and drawings.
2. A map of the facility location.
3. Photos of similar facilities.
4. A time schedule for undertaking and completing the planned improvements.

VII. Assurances

I certify:

1. The information provided above is, to the best of my knowledge, complete and accurate.
2. I have received and read the City of Sachse Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.
3. I understand that failure to comply with the terms and conditions of the abatement agreement may result in the recapture of the full incentive by the City of Sachse and Sachse Economic Development Corporation all incentives related to the proposed project.
4. I understand that participation in an incentive does not remove any obligation to satisfy all the codes and ordinances issued by the City of Sachse or any other jurisdiction that may be in effect and applicable at the time this project is implemented.

Type of Business: _____ Fitness Facility

Name of Company: _____ LA Fitness c/o Direct Development

Mailing Address: _____ 2001 Ross Ave., Suite 550

City, Stat & Zip Code: _____ Dallas, Texas 75201

Phone #: _____ 214-891-3222 Fax # _____ 214-891-3223

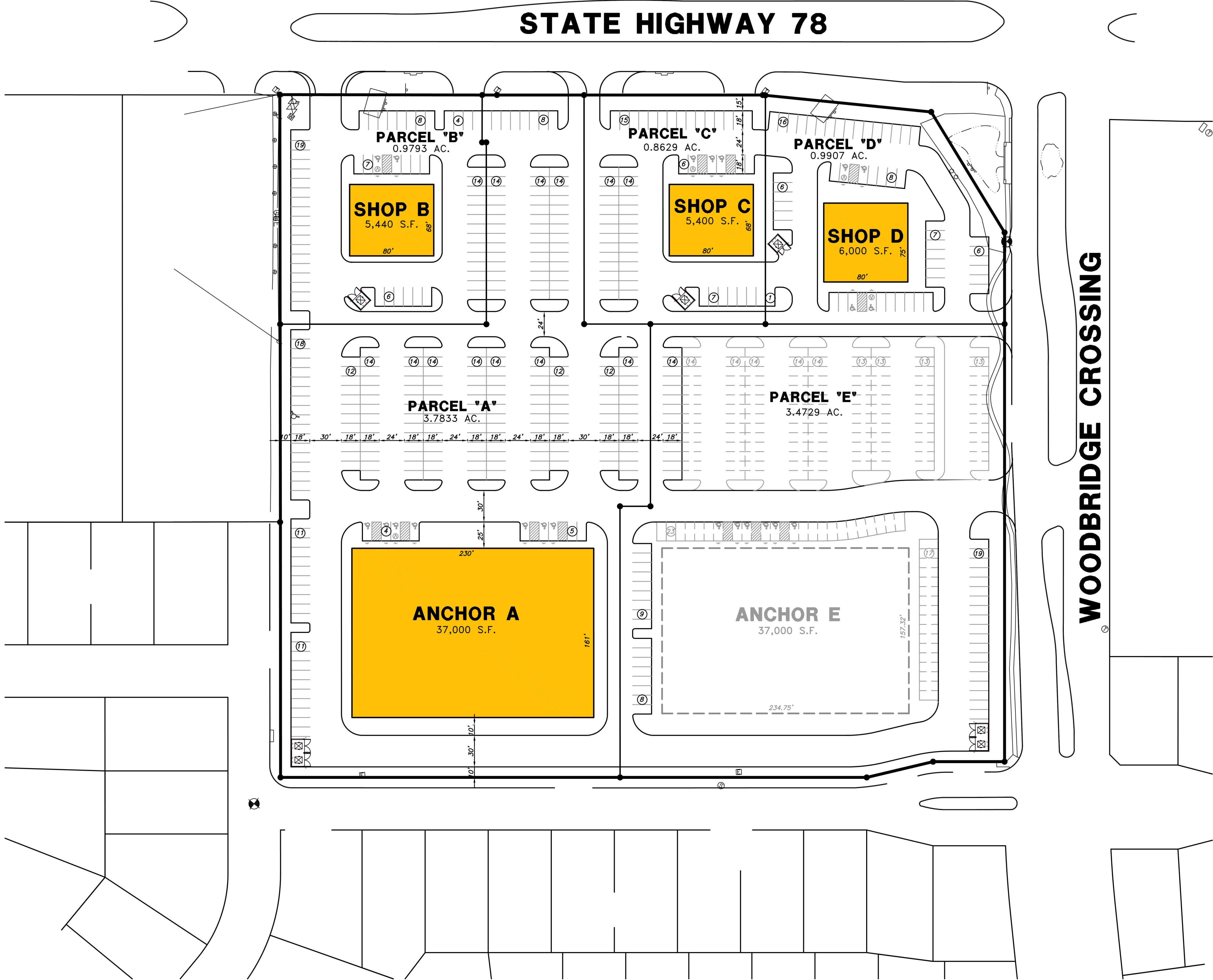
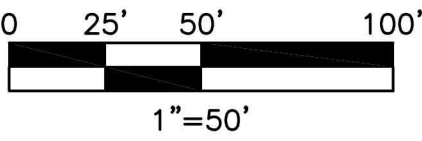
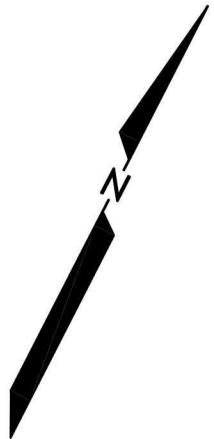
E-Mail Address: _____ david@ddevelopment.com

Name (Please Print): _____ David Watson

Signature

Date

STATE HIGHWAY 78



SITE TABULATIONS

PARCEL	ACRES	BUILDING S.F.	PARKING AVAILABLE	RATIO
A	3.7833	37,000	233	6.30
B	0.9793	5,440	58	10.66
C	0.8629	5,440	56	10.29
D	0.9907	6,000	53	8.83
E	3.4729	37,000	212	5.72

PRELIMINARY - REVIEW/COORDINATION PURPOSES ONLY

REV	DATE	REMARKS				
SITE PLAN 2						
WOODBIDGE PARKWAY RETAIL CENTER						
10.0894 ACRE TRACT						
THE CITY OF SACHSE, TEXAS						
Cates - Clark & Associates, LLP Consulting Engineers				14800 Quorum Drive, Suite 200 Dallas, Texas 75254 Office: 972-385-3272 Fax: 972-980-1627 TBP/E F-3751		
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CCA	CCA	04.30.14	1"=50'	PBS&J	006-026 SITE PLAN	SP2



LA | FITNESS.

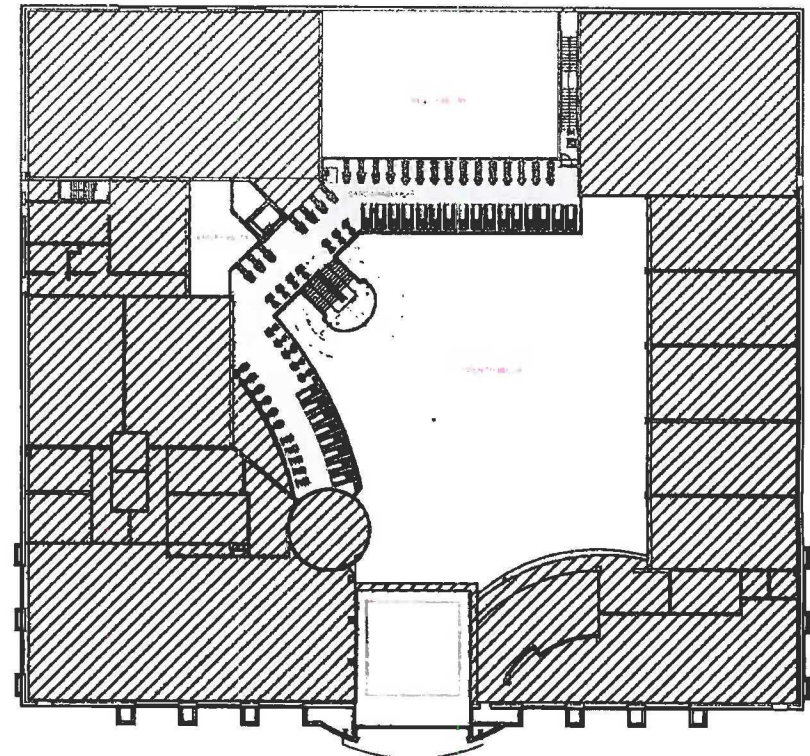
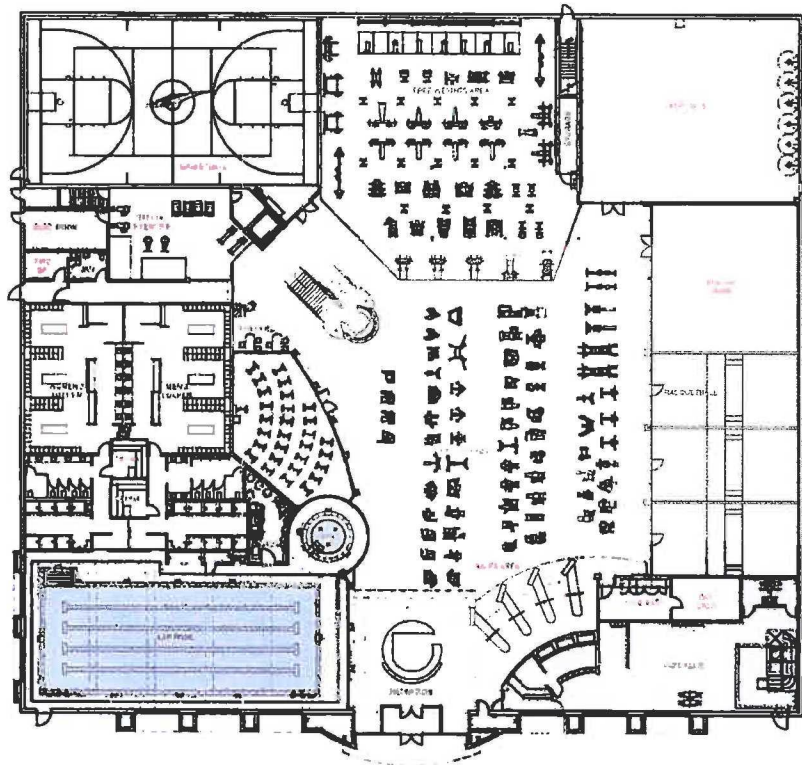


45,000 SQFT PROTOTYPE



NORTHWEST ATLANTIC

LA FITNESS – FLOOR PLAN



Mezzanine Plan

LA FITNESS – A LOOK INSIDE



LA FITNESS – A LOOK INSIDE



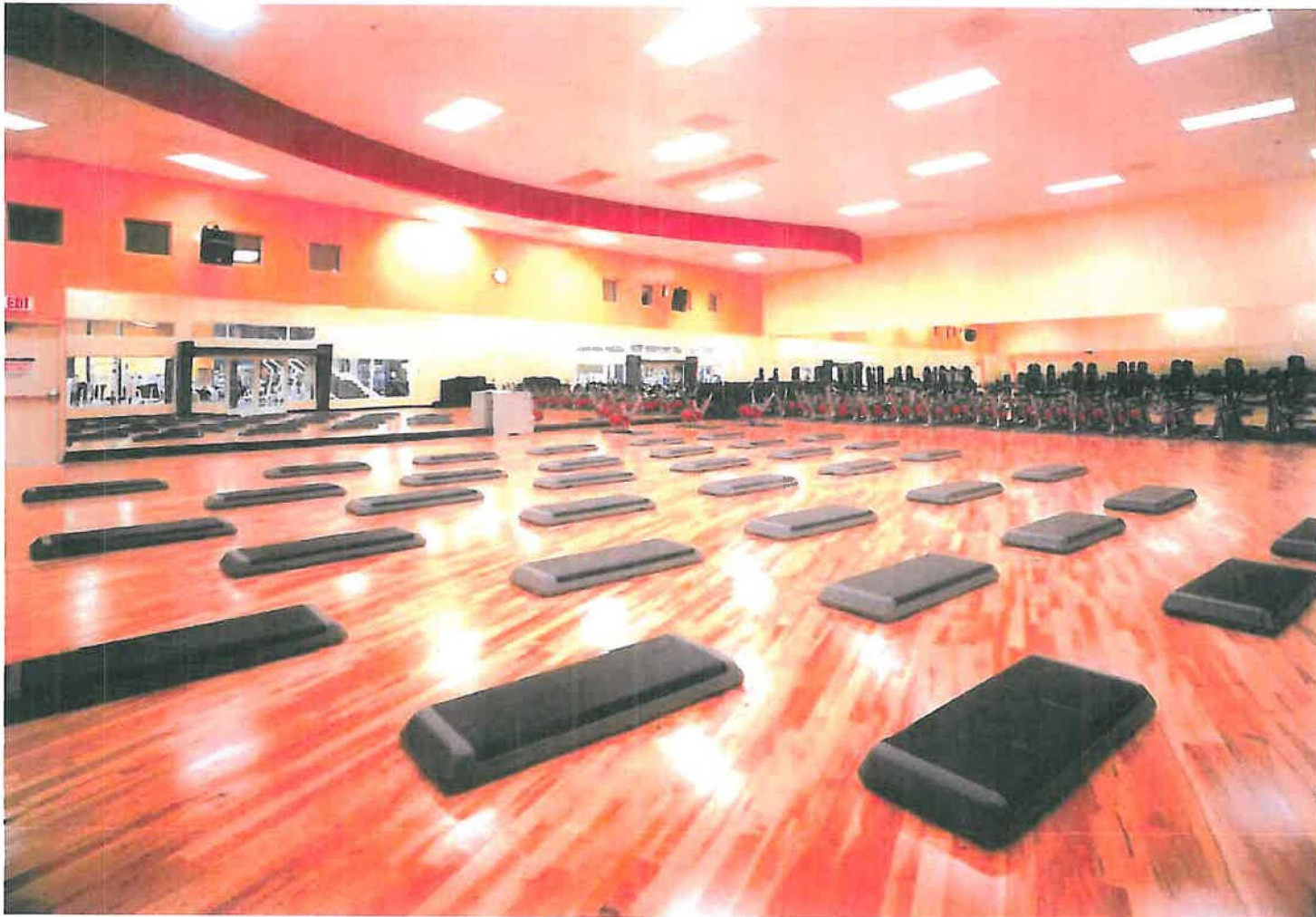
LA FITNESS – A LOOK INSIDE



LA FITNESS – A LOOK INSIDE



LA FITNESS – A LOOK INSIDE



LA FITNESS – A LOOK INSIDE



LA FITNESS – A LOOK INSIDE





LA FITNESS CUSTOMER PROFILE

- 54 % FEMALE 46% MALE
- MIDDLE TO UPPER INCOME
- 18 – 50
- EMERGING 55+ SEGMENT
- TYPICAL STAY 45 TO 60 MINUTES

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SACHSE ECONOMIC DEVELOPMENT CORPORATION AND DIRECT HOLDINGS, LLC, D/B/A DIRECT DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Section 1. That the City Council hereby approves the Agreement attached hereto as Exhibit “A”.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 20th day of October, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Peter H. Smith".

Pete Smith, City Attorney
(PGS:10-17-14:TM 68729)

Exhibit “A”
Economic Development Incentive Agreement
(to be attached)

Sachse, Texas / Woodbridge Gate - LA Fitness

(ONSITE SITEWORK AND INFRASTRUCTURE)

RFB# WG-LAF-20141017

BUDGET SUMMARY

Description of Work	Quantity	Unit	Total Cost
Earthwork/Grading	1	LS	192,000
Utilities	1	LS	264,000
Concrete Paving and Striping	1	LS	552,000
Electrical Distribution/ Site Lighting	1	LS	84,000
Landscaping /Irrigation	1	LS	60,000
Screening Fence	1	LS	48,000
TOTAL SITEWORK AMOUNT			1,200,000



Legislation Details (With Text)

File #:	14-2502	Version:	1	Name:	Resolution for Laguna Madre grant.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/16/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Laguna Madre Traders, LLC.				

Executive Summary

The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Laguna Madre Traders.

Sponsors:

Indexes:

Code sections:

Attachments: [Laguna Madre Grant Request](#)
[Laguna Madre Final](#)
[CC Laguna Madre Grant Res.pdf](#)

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

Title

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

Executive Summary

The Sachse Economic Development Corporation will make a recommendation to the City Council for approval of a funding request for Laguna Madre Traders.

Background

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

Policy Considerations

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

Budgetary Considerations

Funding in the amount not to exceed \$17,850.00

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Laguna Madre Traders, LLC.

Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse Texas 75048
Tax Abatement and Incentive Application

The City of Sachse and the Sachse Economic Development Corporation are committed to the promotion and retention of high quality development within the City of Sachse and to better the quality of life for its citizens. These objectives can often be attained by the enhancement and expansion of the local economy. To meet these objectives, the City of Sachse and the Sachse Economic Development Corporation will, on a case-by-case basis, consider providing tax abatements or other economic development incentives to aid in the stimulation of economic development in Sachse. The City of Sachse and the Sachse Economic Development Corporation will give said consideration in accordance with the City of Sachse Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program. Nothing herein shall imply or suggest that the City of Sachse or the Sachse Economic Development Corporation is under any obligation to provide tax abatements or incentives to any applicant. All applicants shall be considered on a case-by-case basis.

Completion of this application will allow the Sachse Economic Development Corporation Board of Directors and the City of Sachse City Council to predetermine a satisfactory level of return on investment. The application of a fiscal impact examination is a decision tool, and it is recognized that the guidelines are not all-inclusive. Any consideration of the use of public resources for a business, regardless of whether they are direct financial investments, abatements, deferred taxes or regulatory considerations, requires that the fiscal impacts be considered as one of the measurement tools used to determine the incentives offered.

In order for the Sachse Economic Development Corporation to determine the value of a project, it is necessary to obtain certain information. Please provide us with the following:

I. Real Property

- | | |
|---|---------------|
| 1. Acquisition cost of vacant property (if applicable) | \$ 650,000.00 |
| 2. Acquisition price of an existing facility or 2014 taxable value | \$ 200,000.00 |
| 3. Total construction budget ALLOWED for new facility..... | |

Additional budget required due to unforeseen expenses:

- | | |
|--|--------------|
| 1) Installation of 2 nd fire hydrant | |
| Alternative A - on east side in parking lot | \$17,850.00 |
| Alternative B - on west side common property line (tbd)? | |
| 2) Removal of built up epoxy floor (1 to 3 inches thick) | \$45,0000.00 |
| And restoration of concrete floor | |

Other needed improvements:

- | | |
|---|-------------|
| 3) Exterior Paint of building | \$ 8,500.00 |
| 4) Construction of Pottery Yard enclosure | \$15,000.00 |

Total of requested additional funds from EDC Grant:	\$86,350.00
--	--------------------

- | | |
|---|-----|
| a. Percent allocated to materials | |
| b. Percent allocated to soft costs | 15% |
| (Soft costs are permitting fees, architectural engineering, testing, inspections, environmental studies, developer management fees, legal and audit fees, etc.) | |
| c. Percent allocated to labor | |
| d. Percent of construction materials purchased in Sachse..... | |
| e. Percent of soft costs purchased in Sachse | |
| f. Percent of construction workforce residing in Sachse | |

4. Appraised Land Value(included in 2014 taxable value).....

II. Business Personal Property

- | | |
|--|--------------------------|
| 1. Value of newly purchased furniture and fixtures | \$ 50,000.00 |
| 2. Value of furniture and fixtures relocated to Sachse | \$ 10,000.00 |
| 3. Value of newly purchased equipment | \$ 15,000.00 |
| 4. Percent of new equipment purchased in Sachse | |
| 5. Value of equipment relocated to Sachse | |
| 6. Value of inventory as of January 1 each year | \$ 300,000 to \$500,000. |

III. Sales Tax

- | | |
|--|---------------------------|
| 1. Annual Amount of Estimated Total Sales: Year 2015 | \$ 1,000,000 to 1,400,000 |
| Year 2016 | \$2,000,000 to 3,000,000 |
| Year 2017-19 | \$3,000,000 to 4,000,000 |
| 2. Percentage of Sales that are taxable at the local level | 100% |
| 3. Annual Amount of anticipated local sales tax.. at 2.25%..2015 | \$22,500 to \$31,500 |
| 2016 | \$45,000 to \$67,500 |
| 2017-2019 | \$67,500 to 90,000 |

IV. Employee Information

- | | |
|--|----------------------|
| 1. Number of employees for Sachse Store | 4 to 5 |
| 2. Average annual wage of employees for Sachse Store | \$150,000.00 |
| 3. Annual wage growth rate (in %) of existing employees..... | 3% |
| 4. Percentage of employees who live in Sachse not yet hired | |
| 5. Anticipated number of new employees in... 2014 - | three to four |
| 6. Average annual wage of new employees (indicate different levels within each category by labeling them as) | |
| Class 1 - part time sales - 20 to 30 hours per week | \$15,000 to \$20,000 |
| Class 2 - full time sales - \$27,000 + | |
| Class 3 - management - \$40,000 to \$50,000 - (exempt) | |
| 7. Annual wage growth rate (in %) of new employees Exempt Employees | 2-3% |
| Non Exempt Employees | 2-3% |

V. Operations

- | | |
|--|---------------|
| 1. Total annual operating budget | \$ 250,000.00 |
| 2. Value of materials purchased for operations (excluding inventory) | |
| 3. Percentage of these materials bought in Sachse | |
| 4. Average annual cost of each utility | |
| a) Electricity | \$ 12,000.00 |
| b) Telephone | \$ 4,000.00 |
| c) Cable | \$ 1,000.00 |

d) Natural Gas	\$ 1,200.00
e) Sanitation	\$ 3,600.00
f) Water & Sewer	\$ 1,000.00
5. Cost of onsite infrastructure	
6. Cost of offsite infrastructure	

VI. Additional Information

Attach the following information:

1. Site plan and drawings.
2. A map of the facility location.
3. Photos of similar facilities.
4. A time schedule for undertaking and completing the planned improvements.

VIII. Assurances

I certify:

1. The information provided above is, to the best of my knowledge, complete and accurate.
2. I have received and read the City of Sachse Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.
3. I understand that failure to comply with the terms and conditions of the abatement agreement may result in the recapture of the full incentive by the City of Sachse and Sachse Economic Development Corporation all incentives related to the proposed project.
4. I understand that participation in an incentive does not remove any obligation to satisfy all the codes and ordinances issued by the City of Sachse or any other jurisdiction that may be in effect and applicable at the time this project is implemented.

Type of Business: Retail Store – Furniture, Pottery & Home Décor

Name of Company: Laguna Madre Traders, LLC

Mailing Address: 3546 Chellan Drive, Farmers Branch, TX 75234

Phone #: 214-205-8799

Fax #: 972-448-2502

E-Mail Address: LagunaMadreTraders@hotmail.com

Websites: ShopLagunaMadre.com and wholesale site LMTRustic.com

Name: Peter Clark

Signature



Date

8/28/2014

STATE OF TEXAS

§

ECONOMIC DEVELOPMENT AGREEMENT

COUNTY OF DALLAS

§

This Economic Development Agreement ("Agreement") is made by and between the Sachse Economic Development Corporation ("SEDC") and Laguna Madre Traders, LLC, a Texas limited liability company (the "Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

WITNESSETH:

WHEREAS, the Company owns and operates a retail store known as Laguna Madre Traders, and intends to expand its business operations in the City of Sachse, Texas ("City"), and intends to open a new and additional retail store at 7010 Highway 78, Sachse, Texas 75048 (the "Improvements"), and is being required by the City to install a second fire hydrant at the Improvements (hereinafter the "Fire Hydrant"); and

WHEREAS, the Company has advised the SEDC that a contributing factor that would induce the Company to expand its operations and open a new retail store location and to install the Fire Hydrant would be an agreement by the SEDC to provide an economic development grant to the Company to defray a portion of the cost of the installation of the Fire Hydrant; and

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

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

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

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

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

Article I
Definitions

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a Party merging with an affiliate) of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party and in the event such proceeding is not voluntarily commenced by the Party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

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

“Commencement Date” shall be the later of: (i) the date a certificate of occupancy is issued for the occupancy of the Improvements by the Company; and (ii) the date the Improvements are open to the public and serving the citizens of the City of Sachse.

“Company” shall mean Laguna Madre Traders, LLC, a Texas limited liability company.

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

“Expiration Date” shall mean the third (3rd) anniversary date of the Effective Date.

“Fire Hydrant” shall mean the installation of a second fire hydrant at the Improvements at a location approved by the City Fire Marshall.

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

“Grant” shall mean an economic development grant to offset the costs incurred and paid by the Company for the installation of the Fire Hydrant in an amount not to exceed Seventeen Thousand Eight Hundred Fifty Dollars (\$17,850.00), to be paid as set forth herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company with respect to the Improvements or any other property or any business owned by Company within the City.



"Improvements" shall mean the building located at 7010 Highway 78, Sachse, Texas 75048.

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

"Related Agreement" shall mean any agreement by and between the SEDC and/or the City and the Company, or any of its affiliated or related entities.

"Required Use" shall mean the continuous operation of the Improvements as an expansion of Company's furniture, pottery & home décor retail store open to the public and serving the citizens of the City of Sachse.

"SEDC" shall mean the Sachse Economic Development Corporation.

Article II

Term

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

Article III

Economic Development Grants

3.1 Grant. Subject to the obligation of the Company to repay the Grant pursuant to Section 5.2 hereof and the continued satisfaction of all the terms and conditions of this Agreement by the Company, the SEDC agrees to provide the Company with the Grant to be paid within thirty (30) days after SEDC receipt of a Payment Request following the later of: (i) the date the Fire Hydrant is installed; and (ii) the Commencement Date.

3.2 Current Revenue. The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of the SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Article IV

Conditions to Economic Development Grant

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

4.1 Fire Hydrant. The Company shall cause installation of the Fire Hydrant to occur on or before December 31, 2014.

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

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

4.4 Required Use. During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

Article V

Termination; Repayment

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

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

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

5.3 Right of Offset. The SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City or the

SEDC from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether or not the debt due the SEDC or the City has been reduced to judgment by a court.

Article VI Miscellaneous

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

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

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

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

If intended for the SEDC, to:

Attn: Leslyn Blake, CEO
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048

With a copy to:

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

If intended for Company:

Attn: Peter J. Clark, Owner
Laguna Madre Traders, LLC
3546 Chellen Drive
Farmers Branch, Texas 75234

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

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

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

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

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

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

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

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

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

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

6.14 Conditions Precedent. This Agreement is subject to and conditioned upon the authority of the SEDC to undertake the obligations herein as an authorized project under the Act, sixty (60) days after public hearing and notice, as applicable and the approval of this Agreement by the City Council for the City of Sachse, Texas.

[Signature Page to Follow]

A handwritten signature in black ink, consisting of stylized, overlapping loops and flourishes, positioned above the horizontal line of the footer.

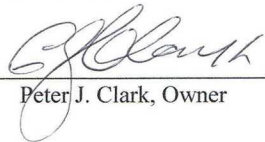
EXECUTED on this _____ day of _____, 2014.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Leslyn Blake, CEO

EXECUTED on this 4 day of OCTOBER, 2014.

LAGUNA MADRE TRADERS, LLC

By: 
Peter J. Clark, Owner

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE SACHSE ECONOMIC DEVELOPMENT CORPORATION AND LAGUNA MADRE TRADERS, LLC; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Section 1. That the City Council hereby approves the Agreement attached hereto as Exhibit “A”.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 20th day of October, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

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

Pete Smith, City Attorney
(PGS:10-17-14:TM 68728)

Exhibit “A”
Economic Development Agreement
(to be attached)



Legislation Details (With Text)

File #:	14-2499	Version:	1	Name:	CD - SH78 ADV CMTE APPT CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/15/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:		Final action:	
Title:	Consider the appointment of Ty Lamb to the State Highway 78 Plan Advisory Committee.				

Executive Summary

The Advisory Committee members will consist of members from City Council, Planning and Zoning Commission and Economic Development Corporation. The Committee will serve to guide the direction of the Plan.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Consider the appointment of Ty Lamb to the State Highway 78 Plan Advisory Committee.

Executive Summary

The Advisory Committee members will consist of members from City Council, Planning and Zoning Commission and Economic Development Corporation. The Committee will serve to guide the direction of the Plan.

Background

The State Highway 78 Plan Advisory Committee was set up to have three members each from the Planning and Zoning Commission, Economic Development Corporation, and City Council. At this time the Planning and Zoning Commission representation is down one member due to the election of Mr. Paul Watkins to the City Council.

The Planning and Zoning Commission voted unanimously at their October 13, 2014 meeting to appoint Mr. Ty Lamb to the Committee.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends that City Council appoint Mr. Lamb to serve on the State Highway 78 Planning Advisory Committee.



Legislation Details (With Text)

File #:	14-2498	Version:	1	Name:	CD - IMPROVED SURFACE ZON AMEND CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/15/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:		Final action:	
Title:	Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding definitions for Improved Surface and Paved Surface pertaining to off-street parking; by amending Article 3, Section 2.3 (d)(3), Section 5.2 (a), and Section 5.7 to provide clarification on required design elements for vehicular and non-vehicular parking and display areas.				

Executive Summary

This item will consist of amendments to the Off-Street Parking requirements, providing for clarity and consistency throughout the code for off-street parking design requirements.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - IMPROVED SURFACE AMEND PRESENTATION. PDF](#)
[CD - IMPROVED SURFACE AMEND . CODE. MARK UP.PDF](#)
[CD - IMPROVED SURFACE AMEND . ORD](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding definitions for Improved Surface and Paved Surface pertaining to off-street parking; by amending Article 3, Section 2.3 (d)(3), Section 5.2 (a), and Section 5.7 to provide clarification on required design elements for vehicular and non-vehicular parking and display areas.

Executive Summary

This item will consist of amendments to the Off-Street Parking requirements, providing for clarity and consistency throughout the code for off-street parking design requirements.

Background

The proposed amendment to the Zoning Ordinance will provide for better clarity and consistency throughout the code when it comes to the requirements for the design and construction of off-street parking and display areas. The proposed changes will include a definition of improved surface which will describe what materials can be used here in the City of Sachse for residential development.

The proposed changes will also assist staff with the enforcement of this provision of code. It should provide the necessary clarity when citing individual property owners that may be in violation.

Staff is recommending that concrete or other alternative material similar to concrete construction be allowed for single family development. The proposed definition for improved surface identifies concrete or other similar material and will be included in the Zoning Ordinance where appropriate.

At this time no changes are recommended for commercial projects which are required to install concrete parking and display areas.

Policy Considerations

On October 13, 2014, Planning and Zoning Commission voted 7-0 to recommend approval of this Ordinance amendment.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding definitions for Improved Surface and Paved Surface pertaining to off-street parking; by amending Article 3, Section 2.3 (d)(3), Section 5.2 (a), and Section 5.7 to provide clarification on required design elements for vehicular and non-vehicular parking and display areas.



CITY COUNCIL

OCTOBER 20, 2014

REQUEST

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding definitions for Improved Surface and Paved Surface pertaining to off-street parking; by amending Article 3, Section 2.3 (d)(3), Section 5.2 (a), and Section 5.7 to provide clarification on required design elements for vehicular and non-vehicular parking and display areas.



BACKGROUND

OFF-STREET PARKING REQUIREMENTS

- Add definitions for:

“Improved Surface” means a continuous parking surface such as concrete or other alternative materials that are shown to be impervious yet as durable as concrete pavement, to be approved by the city engineer.

“Paved surface or Pavement” please see definition for improved surface.



BACKGROUND

OFF-STREET PARKING REQUIREMENTS

- Provides for clarity and consistency throughout the code. (Def. for Paved or Improved Surface does not exist currently)
- Clears up potential conflict or misinterpretation of the code, allowing city staff to more effectively enforce the ordinance.
- Does not change commercial requirement for concrete construction.



BACKGROUND

CONCRETE DRIVEWAYS (RESIDENTIAL)



STAFF RECOMMENDATION

On October 13, 2014, the Planning and Zoning Commission voted 7-0 to recommend approval of this Ordinance amendment.

Staff recommends approval of the proposed amendment to the Zoning Ordinance.



“Chapter 11

ZONING

.....

ARTICLE 2. – DEFINITIONS

.....

Improved Surface.

“Improved Surface” means a continuous parking surface such as concrete or other alternative materials that are shown to be impervious yet as durable as concrete pavement to be approved by the city engineer.

“Paved surface or Pavement” please see definition for improved surface.

.....

ARTICLE 3. - [DISTRICTS]

.....

Sec. 2. R single-family dwelling districts.

2.3 *Building regulations.*

(d) *Garage requirements.*

- (3) Enclosing a garage for the purpose of creating additional living space shall be permitted for single-family residences provided the following conditions are satisfied:
 - a. The property owner obtains the necessary building permit(s); and
 - b. Provided the property owner is enclosing a one-car garage, only one off-street parking space with a minimum width of nine feet and minimum depth of eighteen feet shall be provided. In cases, where a garage larger than a one-car garage is being enclosed, a maximum of two off-street parking spaces with a minimum width of nine feet and minimum depth of eighteen feet for each space shall be provided. Such space(s) shall be located on the property and on a paved or improved surface as required by the Code of Ordinances.

ARTICLE 4. GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS

Sec. 5. Off-street automobile and vehicle parking and loading.

5.2 Required open space. Off-street parking or loading space shall be a part of the required open space associated with the permitted use and shall not be reduced or encroached upon in any manner.

(a) The area required for off-street parking shall be in addition to the yard areas herein required; except that the front yard required in a C-1 neighborhood shopping district or an I-1 restricted manufacturing and warehousing district may be used for uncovered parking area; and further provided that the front yard required in a residential district may be used for the uncovered parking area for six or less vehicles associated with a residential use when an improved surface is in place ~~the area is surfaced with a sealed surface pavement adequate~~ to prevent the occurrence of mud and dust with continued use, and may be used for uncovered parking area for more than six vehicles in accordance with the provisions of article 4, subsection 5.8 infra.

5.7 Paved surface required. All parking, storage or display of vehicles, trailers, aircraft, boats and other recreational vehicles in all zoning districts shall be on an improved surface other than exceptions allowed per the underlying zoning district or provisions outlined in Chapter 3, Section 3-13, for public facilities. ~~Such parking, storage or display of vehicles, trailers, aircraft, boats and other recreational vehicles shall be on an improved surface that is permitted in that specific zoning district.~~

All driveway, parking, outdoor display, and storage surfaces in commercial zoning districts will be constructed with a minimum six-inch thick 3,500 PSI concrete with No. 3 reinforcing on ~~18~~ 24 inches centers and supported by chairs on scarified and recompacted subgrade. The minimum thickness required for fire lanes will be seven inches. The owner shall furnish information and certification by a testing lab that the pavement strength is equal to or greater than 3,500 PSI after 28 days and the subgrade is proctor compacted to a density of 95 percent.

If an engineered soils report is provided, the requirements for the driveway and parking surfaces noted above may be altered by following the recommendations of the soils engineer and/or the engineer of record for the project.

This requirement does not apply to the patching, repair or improvement of concrete paving which is already in place.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 11 "ZONING," ARTICLE 2, BY ADDING DEFINITIONS FOR IMPROVED SURFACE AND PAVED SURFACE; BY AMENDING ARTICLE 3, SECTION 2.3 (d)(3), SECTION 5.2 (a), AND SECTION 5.7; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse adopted the Zoning Regulations for the protection of the public health and general welfare of the people of the City of Sachse; and

WHEREAS, the City Council and the Planning and Zoning Commission have recognized that certain provisions of the Zoning Regulations should be reviewed and updated; and

WHEREAS, the City Council has a substantial interest in promoting the public health, safety, and welfare of the community and also promoting land use compatibility within the City; and

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

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 11, Zoning, in part, to read as follows:

“Chapter 11

ZONING

ARTICLE 2. – DEFINITIONS

.....

Improved Surface. A continuous parking surface such as concrete or other alternative materials that are shown to be impervious yet as durable as concrete pavement to be approved by the city engineer.

Paved surface or Pavement. Please see definition for improved surface.

.....

ARTICLE 3. - [DISTRICTS]

.....

Sec. 2. R single-family dwelling districts.

2.3 Building regulations.

(d) Garage requirements.

- (3) Enclosing a garage for the purpose of creating additional living space shall be permitted for single-family residences provided the following conditions are satisfied:
 - a. The property owner obtains the necessary building permit(s); and
 - b. Provided the property owner is enclosing a one-car garage, only one off-street parking space with a minimum width of nine feet and minimum depth of eighteen feet shall be provided. In cases, where a garage larger than a one-car garage is being enclosed, a maximum of two off-street parking spaces with a minimum width of nine feet and minimum depth of eighteen feet for each space shall be provided. Such space(s) shall be located on the property and on a paved or improved surface as required by the Code of Ordinances.

ARTICLE 4. GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS

Sec. 5. Off-street automobile and vehicle parking and loading.

5.2 Required open space. Off-street parking or loading space shall be a part of the required open space associated with the permitted use and shall not be reduced or encroached upon in any manner.

- (a) The area required for off-street parking shall be in addition to the yard areas herein required; except that the front yard required in a C-1 neighborhood shopping district or an I-1 restricted manufacturing and warehousing district may be used for uncovered parking area; and further provided that the front yard required in a residential district may be used for the uncovered parking area for six

or less vehicles associated with a residential use when an improved surface is in place to prevent the occurrence of mud and dust with continued use, and may be used for uncovered parking area for more than six vehicles in accordance with the provisions of article 4, subsection 5.8 infra.

5.7 Paved surface required. All parking, storage or display of vehicles, trailers, aircraft, boats and other recreational vehicles in all zoning districts shall be on an improved surface other than exceptions allowed per the underlying zoning district or provisions outlined in Chapter 3, Section 3-13, for public facilities.

All driveway, parking, outdoor display, and storage surfaces in commercial zoning districts will be constructed with a minimum six-inch thick 3,500 PSI concrete with No. 3 reinforcing on 18 inches centers and supported by chairs on scarified and recompacted subgrade. The minimum thickness required for fire lanes will be seven inches. The owner shall furnish information and certification by a testing lab that the pavement strength is equal to or greater than 3,500 PSI after 28 days and the subgrade is proctor compacted to a density of 95 percent.

If an engineered soils report is provided, the requirements for the driveway and parking surfaces noted above may be altered by following the recommendations of the soils engineer and/or the engineer of record for the project.

This requirement does not apply to the patching, repair or improvement of concrete paving which is already in place.

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

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be invalid, void or unconstitutional, the same shall not affect the validity of the remaining portions of this ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as

hereby amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2014.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney



Legislation Details (With Text)

File #: 14-2497 **Version:** 1 **Name:** CD - ACC BLDGS HEIGHT ZON AMEND CC
Type: Agenda Item **Status:** Agenda Ready
File created: 10/15/2014 **In control:** City Council
On agenda: 10/20/2014 **Final action:**

Title: Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 4, Section 12, titled "Accessory Buildings"; by amending Section 12.2 (h).

Executive Summary

This item will consist of amendments to the Accessory Building requirements, specifically as it pertains to building height.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - ACCESSORY BLD HEIGHT PRESENTATION. PDF](#)
[CD-ACCESSORY BLD HEIGHT ORD ATTACHMENT 1.pdf](#)
[CD-ACCESSORY BLD HEIGHT ATTACHMENT 2.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 4, Section 12, titled "Accessory Buildings"; by amending Section 12.2 (h).

Executive Summary

This item will consist of amendments to the Accessory Building requirements, specifically as it pertains to building height.

Background

Existing regulations for accessory structures were recently updated in March of 2014 to modify requirements pertaining to building height, building lot coverage, and building materials. The updated ordinance also brought all of these items together in one section of the Zoning Ordinance to better organize the requirements and make it easier for our customers and staff reviewing these projects.

At this time staff is proposing a modification to the section dealing with building height. The current ordinance states that the accessory structure cannot exceed the height of the primary

structure or the maximum height of the zoning district, whichever is less. Staff is proposing that an additional setback requirement be added to structures over fifteen feet tall that would be in line with what exists for structures over 400 square feet in area. The proposed modification would require that all structures over 15 feet in height meet the same setback requirements as the primary structure. This would create a larger setback requirement from the side and rear yard property lines offering greater protection to adjacent property owners. Current regulations would allow the accessory building to be constructed three (3) from the side and rear yard property lines.

Policy Considerations

The below requirements regulate the required setback from the side and rear yard property lines based on the size of the accessory structure. Staff is proposing that we add an additional requirement for structures over 15 feet in height that would align with what is already in place for structures over 400 square feet in size. This change would be consistent with an existing code section and require the same setback requirements for accessory structures.

Regulations Pertaining to Location on Lot / Setbacks

1. Requirement that all residential accessory buildings be located behind the front building line.
2. Accessory buildings less than 400 square feet are required to adhere to current setbacks of three feet for side and rear yards.
3. Accessory buildings greater than 400 square feet shall be required to adhere to the building setbacks of the primary structure.

The proposed modification would increase the side yard setback from three (3) feet to a minimum of seven (7) feet for the side yard and three (3) feet to twenty five feet for the rear yard setback.

On October 13, 2014, Planning and Zoning Commission voted 6-1 to recommend approval of this Ordinance amendment.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 4, Section 12, titled "Accessory Buildings"; by amending Section 12.2 (h).



CITY COUNCIL

OCTOBER 20, 2014

REQUEST

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 4, Section 12, titled "Accessory Buildings"; by amending Section 12.2 (h).



BACKGROUND

ACCESSORY BUILDING ORDINANCE

- ☐ A comprehensive review and modification of the accessory building ordinance occurred in March of 2014 covering the below items.
 - ☐ Revised Definitions
 - ☐ Regulations Pertaining to Size / Floor Area
 - ☐ Regulations Pertaining to Location on Lot / Setbacks
 - ☐ Regulations Pertaining to Building Height
 - ☐ Regulations Pertaining to Building Materials



BACKGROUND

ACCESSORY BUILDING ORDINANCE

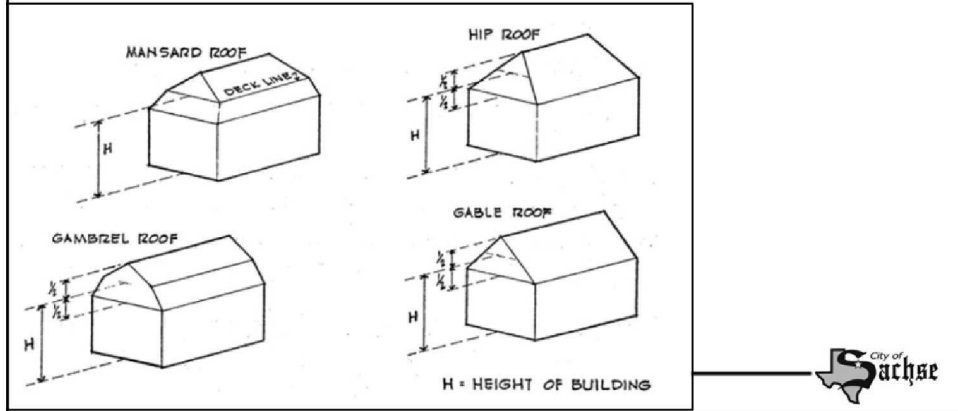
- ☐ We would now like to revisit the allowed height portion of the code.
- ☐ The current regulation states that accessory structures cannot exceed the height of the primary structure or the maximum height of the zoning district, whichever is less.



BACKGROUND

ACCESSORY BUILDING ORDINANCE

Building Height. The vertical distance measured in feet from finished grade to the highest point of the roof for flat roofs; to the deck line for mansard roofs; and to the average height between eaves and the ridge for gable, hip and gambrel roofs.



POLICY CONSIDERATIONS

CODE REQUIREMENTS

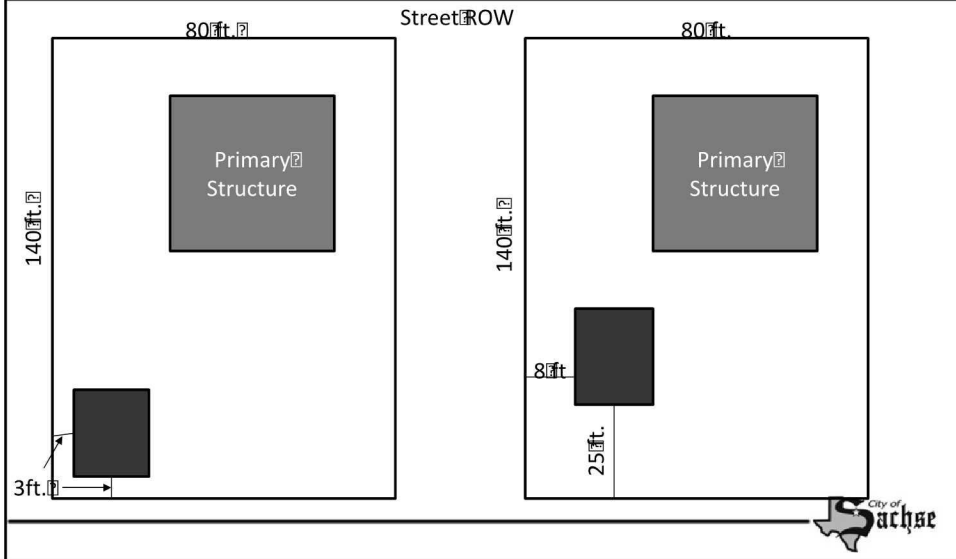
Regulations Pertaining to Location on Lot / Setbacks/ Height

1. Requirement that all residential accessory buildings be located behind the front building line.
2. Accessory buildings less than 400 square feet are required to adhere to current setbacks of three feet for side and rear yards.
3. Accessory buildings greater than 400 square feet shall be required to adhere to the building setbacks of the primary structure.
4. Accessory buildings taller than 15 feet shall be required to adhere to the building setbacks of the primary structure.



POLICY CONSIDERATIONS

EXAMPLE SETBACK REQUIREMENTS



POLICY CONSIDERATIONS

EXAMPLE SETBACK REQUIREMENTS



POLICY CONSIDERATIONS

PROPOSED CHANGES

Regulations Pertaining to Building Height

A new regulation was added that states that the accessory structure cannot exceed the height of the primary structure or the maximum height of the zoning district, whichever is less.

Staff is proposing a new provision that would require an additional side and rear yard setback for structures taller than 15 ft.

This requirement would be consistent with the setback requirements for structures over 400 sq. ft. in size.



STAFF RECOMMENDATION

Planning and Zoning Commission voted 6-1 in support of the proposed Zoning Ordinance amendment.

Staff recommends approval of the proposed amendment to the Zoning Ordinance.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 11 “ZONING,” ARTICLE 4, SECTION 12, TITLED “ACCESSORY BUILDINGS”; BY AMENDING SECTION 12.2 (h); PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse adopted the Zoning Regulations for the protection of the public health and general welfare of the people of the City of Sachse; and

WHEREAS, the City Council and the Planning and Zoning Commission have recognized that certain provisions of the Zoning Regulations should be reviewed and updated; and

WHEREAS, the City Council has a substantial interest in promoting the public health, safety, and welfare of the community and also promoting land use compatibility within the City; and

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

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 11, Zoning, in part, to read as follows:

“Chapter 11

ZONING

ARTICLE 4. - GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS.

.....

Sec. 12. Accessory buildings.

12.1 *General Requirements.* The following standards shall apply to all zoning districts.

- (a) No accessory structure shall be used as a dwelling.
- (b) No accessory building shall be constructed upon a lot until the construction of the main building has been commenced, and no accessory building shall be used unless the main building on the lot is also being used.
- (c) No accessory building shall be permitted to have a building footprint in excess of the building footprint for the primary structure.

12.2 *Residential Requirements.* The following standards shall apply to all single-family residential zoning districts.

- (a) All residential accessory buildings shall be located behind the front building line.
- (b) When an accessory structure is located in the rear yard, a minimum three feet side and rear setback shall be required. For accessory buildings located on corner lots there shall be a side yard setback from the intersecting street of not less than 15 feet in case such lot is back to back with another corner lot, and shall conform to front yard requirements in every other case. The interior side yard of a corner lot shall be the same as for dwellings and accessory buildings on an interior lot.
- (c) When an accessory building is greater than 400 square feet, that building shall be required to adhere to the setback requirements for a primary structure in the underlying zoning district.
- (d) All accessory buildings of 120 square feet or less shall be exempt from the material requirements, however, all setbacks must be met, and building must be located behind the front building line. No building permit is required for residential accessory buildings only; non-residential accessory building shall obtain a building permit.
- (e) An accessory structure of between 120 square feet and 400 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a metal roof of a similar type. A building permit shall be required.
- (f) The exterior walls and roof of an accessory structure over 400 square feet in size and which is enclosed shall be constructed of building materials that are similar in type and composition as the exterior building materials of the primary structure. A building permit shall be required.
- (g) The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage permitted in the zoning district or 35 percent of rear yard, whichever is less. No individual accessory building located in the R-7.2 or R-8.4 zoning districts shall be permitted to exceed 400 square feet; however, the cumulative accessory building area permitted shall be regulated by

the maximum lot coverage permitted in the zoning district or 35 percent of rear yard, whichever is less.

- (h) When an accessory building is higher than 15 feet, that building shall be required to adhere to the setback requirements for a primary structure in the underlying zoning district. At no point shall the height of the accessory building exceed the primary structure or allowed height of the underlying zoning district.

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

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be invalid, void or unconstitutional, the same shall not affect the validity of the remaining portions of this ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as hereby amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2014.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney

“Chapter 11

ZONING

ARTICLE 4. - GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS.

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Sec. 12. Accessory buildings.

12.1 *General Requirements.* The following standards shall apply to all zoning districts.

- (a) No accessory structure shall be used as a dwelling.
- (b) No accessory building shall be constructed upon a lot until the construction of the main building has been commenced, and no accessory building shall be used unless the main building on the lot is also being used.
- (c) No accessory building shall be permitted to have a building footprint in excess of the building footprint for the primary structure.

12.2 *Residential Requirements.* The following standards shall apply to all single-family residential zoning districts.

- (a) All residential accessory buildings shall be located behind the front building line.
- (b) When an accessory structure is located in the rear yard, a minimum three feet side and rear setback shall be required. For accessory buildings located on corner lots there shall be a side yard setback from the intersecting street of not less than 15 feet in case such lot is back to back with another corner lot, and shall conform to front yard requirements in every other case. The interior side yard of a corner lot shall be the same as for dwellings and accessory buildings on an interior lot.
- (c) When an accessory building is greater than 400 square feet, that building shall be required to adhere to the setback requirements for a primary structure in the underlying zoning district.
- (d) All accessory buildings of 120 square feet or less shall be exempt from the material requirements, however, all setbacks must be met, and building must be located behind the front building line. No building permit is required for residential accessory buildings only; non-residential accessory building shall obtain a building permit.

- (e) An accessory structure of between 120 square feet and 400 square feet, and which is an enclosed structure, shall have exterior walls constructed of building materials other than metal that are weather resistant, including the roof; provided, however, that if the primary structure on the lot has a metal roof, the accessory structure may also have a metal roof of a similar type. A building permit shall be required.
- (f) The exterior walls and roof of an accessory structure over 400 square feet in size and which is enclosed shall be constructed of building materials that are similar in type and composition as the exterior building materials of the primary structure. A building permit shall be required.
- (g) The number and size of accessory structures permitted on residential lots shall be regulated by the maximum lot coverage permitted in the zoning district or 35 percent of rear yard, whichever is less. No individual accessory building located in the R-7.2 or R-8.4 zoning districts shall be permitted to exceed 400 square feet; however, the cumulative accessory building area permitted shall be regulated by the maximum lot coverage permitted in the zoning district or 35 percent of rear yard, whichever is less.
- ~~(h) For residential zoning districts, no accessory structure shall exceed the height of the primary structure or the maximum height allowed in the applicable zoning district, whichever is less.~~
- (+)(h) When an accessory building is higher than 15 feet, that building shall be required to adhere to the setback requirements for a primary structure in the underlying zoning district. At no point shall the height of the accessory building exceed the primary structure or allowed height of the underlying zoning district.



Legislation Details (With Text)

File #:	14-2496	Version:	1	Name:	Executive Session: Potential Real Estate Purchase
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/14/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:		Final action:	
Title:	Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072: a. Discuss an offer to purchase real estate located on the south side of Sachse Road east of Merritt Road. Consider any action necessary as the result of executive session. Executive Summary Staff will update the Council on the potential of real estate acquisition 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 551.072:

- a. Discuss an offer to purchase real estate located on the south side of Sachse Road east of Merritt Road.

Consider any action necessary as the result of executive session.

Executive Summary

Staff will update the Council on the potential of real estate acquisition as provided by state law.

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 the potential purchase of real estate located on the south side of Sachse Road east of Merritt Road and consider any action necessary as a result of executive session.



Legislation Details (With Text)

File #:	14-2494	Version:	1	Name:	2014 City Manager Evaluation
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/14/2014	In control:		In control:	City Council
On agenda:	10/20/2014	Final action:		Final action:	
Title:	Adjourn to Executive Session pursuant to the provisions of the Texas Government Code, Section 551.074: To discuss the annual evaluation of the City Manager.				
	Consider any action necessary as a result of Executive Session regarding the annual evaluation of the City Manager.				
	Executive Summary Annual review of the City Manager.				
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 the Texas Government Code, Section 551.074: To discuss the annual evaluation of the City Manager.

Consider any action necessary as a result of Executive Session regarding the annual evaluation of the City Manager.

Executive Summary

Annual review of the City Manager.

Background

The City Council will evaluate the City Manager annually. Review forms were previously distributed to the City Council.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

To conduct the Executive Session as appropriate.

