



**Monday, October 18, 2021
City Council Combined Meeting**

**Council Chambers
3815 Sachse Road, Building B
6:30 p.m.**

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

Comments must be received before 4:00 p.m. on Monday, October 18, 2021.

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

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

A. 6:30 PM WORKSHOP MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Workshop Meeting on Monday, October 18, 2021 at 6:30 p.m. to consider the following items of business:
2. Conduct and discuss Boards and Commissions interviews.
3. Receive a legislative update regarding approved Senate and House bills from the 87th regular and special sessions.
4. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel - to discuss employment and the duties of the City Secretary position.
5. Discussion of City Council meeting agenda items.
6. Adjournment.

B. Special Announcements

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

C. Citizen Input

1. Citizen Input: The public is invited at this time to address the Council. Please come to the microphone and state your name and address for the record. However, if your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement. Issues raised may be referred to City Staff for research and possible future action.

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

1. Approve the minutes of the September 20, 2021, combined meeting.
2. Accept the monthly revenue and expenditure report for the period ending August 31, 2021.
3. Authorize the purchase of one (1) 2022 Ford F-750 Dump Truck from Rush Truck Center through the BuyBoard purchasing program, not to exceed the budgeted funds of Eighty-Six Thousand and No/100 Dollars (\$86,000.00) for the City of Sachse Public Works Department.
4. Authorize the purchase of a 2021 F-250 truck and attached box unit from Sam Pack's Five Star Ford and Chevrolet for an amount not to exceed Fifty-One Thousand, Four Hundred Three and No/100 Dollars (\$51,403.00) for assignment to the Animal Control unit.
5. Authorize the purchase of one (1) 2022 Ford F550 Chassis, from Randall Reed's Planet Ford 635, in an amount not to exceed Fifty-Five Thousand, Three Hundred Fifty-Six and No/100 Dollars (\$55,356.00).
6. Authorize the City Manager to execute a professional services contract for design of drainage and erosion control improvements for the 3rd Garland Sewer Connection between the City of Sachse and LJA Engineering, Inc. in the amount of Seventy-Four Thousand, Seven Hundred and Fifty and No/100 Dollars (\$74,750.00).
7. Authorize the City Manager to execute a professional services contract between the City of Sachse and Freese and Nichols, Inc. to perform a hydrologic and hydraulic (H&H) study of Stream 2D4 in the amount of Sixty-Two Thousand, Four Hundred and No/100 Dollars (\$62,400.00).
8. Approve Resolution approving the terms and conditions of the Interlocal Agreement regarding construction, location, and use of Public Safety/Public Works communications facilities' entered into between the City of Sachse and the City of Dallas, Texas.
9. Approve the Consent Agenda Items as presented.

E. Regular Agenda Items

1. Discuss and consider naming an interim City Secretary.
2. Take any action as a result of Executive Session.
3. Conduct a public hearing and consider an ordinance authorizing the creation of Tax Increment Reinvestment Zone No. Three, City of Sachse, under Chapter 311 of the Texas Tax Code for approximately 799.31 acres of land generally located along State Highway (SH) 78, within the City of Sachse in both Dallas County, Texas, and Collin County, Texas.
4. Receive a recommendation from the Parks and Recreation Board on the use of \$869,874.00 in parkland dedication fees for Heritage Park upgrades that will be made by PMB during development at The Station.
5. Consider authorizing the City Manager to enter into an interlocal agreement between Collin County and the City of Sachse concerning the J.K. Sachse Park Phase 1 project in which the county agrees to fund a portion of the total cost in an amount not to exceed One Hundred Sixty-One Thousand, Two hundred Ninety-Four and No/100 Dollars (\$161,294.00).
6. Discuss and consider an amendment to the Memorandum of Understanding between the City of Sachse and 5 Loaves Food Pantry.
7. Consider a resolution to authorize the City Manager to execute Amendment #1 to the Advance Funding Agreement between the City of Sachse and the State of Texas, acting through the Texas Department of Transportation, for the preparation of preliminary engineering (design schematic, environmental documents/public involvement); plans, specifications and estimates (PS&E), right-of-way acquisition and utility adjustment for the reconstruction and widening of a 2-lane roadway to a 4-lane divided urban roadway to include intersection, signal, shared use path improvements along Merritt Road/Woodbridge Parkway from south of Creek Crossing Lane to Pleasant Valley Road in the City of Sachse.
8. Consider an amendment to Chapter 5 of the Sachse Code of Ordinances to create the Fire Marshal Office (FMO) to include an application to be a Texas Commission on Law Enforcement (TCOLE) agency.

F. Regular Meeting Closing

1. Adjournment.

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


Leah K Granger,
Executive Assistant to the City Manager

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

**Agenda Item Details**

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Conduct and discuss Boards and Commissions interviews.
Access	Public
Type	Discussion

Public Content**BACKGROUND**

With the exception of the Municipal Development District, each Board and Commission term expires every two years in November. Interviews must be conducted to fill vacancies as necessary.

OVERVIEW

There are 27 terms expiring in November 2021.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Conduct and discuss Boards and Commissions interviews.



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	3. Receive a legislative update regarding approved Senate and House bills from the 87th regular and special sessions.
Access	Public
Type	Information

Public Content

BACKGROUND

The 87th regular legislative session convened on January 12, 2021, and concluded on May 31, 2021. There have been two posterior special sessions. A third session was called on September 20, 2021, and still continues today.

OVERVIEW

There were 6,930 bills filed and 1,073 bills passed. The bills being presented pertain to cities and could have an impact on Sachse.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Receive a legislative update regarding approved Senate and House bills from the 87th regular and special sessions.

[10.18 Workshop_LegislativeUpdate_Presentation.pdf \(250 KB\)](#)

Legislative Update

October 18, 2021

City Council Workshop



Overview

- 87th Legislature Timeline
- 87th Legislature Overview
- Approved Bills of Interest to the City
- Next Steps



87th Legislature Timeline

- 87(R) session – January 12 to May 31 (140 days)
 - First special session – July 8 to August 6 (30 days)
 - Second special session – August 7 to September 2 (27 days)
 - Third special session – Began on September 20 and is still on-going



87th Legislature Overview

- Bills filed: 6,930
- Total Bills Passed: 1,073
- First session dominated by COVID and Winter Storm Uri response
- Second session focused on voting laws
- Third session called to address redistricting



Approved Bills of Interest to the City



Property Tax Bills

- **H.B. 1869** – Modifies definition of “debt” for property tax rate calculation purposes; intended to limit certificates of obligation
- **H.B. 2723** – Property tax database improvements
- **S.B. 1438** – Limits scope of disaster tax rate calculation provisions from S.B. 2



Community and Economic Development Bills

- **H.B. 5** – Establishes state broadband office and state broadband plan
- **H.B. 2404** – Chapter 380 agreement database
- **S.B. 877** – Third party building inspections during disaster



Elections Bills

- **H.B. 574** – Election fraud criminal offense
- **S.B. 1116** – Posting election information online
- **S.B. 1111** – Changes to residency for voting; residual effect on candidacy



Transportation Bills

- **H.B. 914** – Removal of illegally parked or abandoned vehicles by city employees

Open Government Bills

- **S.B. 244** – Tax Increment Investment Zone Board (TIRZ) subject to Open Meetings Act
 - The City has always included TIRZ in the Open Meetings Act
- **H.B. 872** – Confidentiality of utility information
- **H.B. 1082** – Confidentiality of elected officials' personal information
 - Includes address, personal phone number, social security, and appraisal information
 - Applies to active and former elected officials
 - Elected officials must request that this information not be released to the public



Personnel Bills

- **S.B. 22** – COVID-19 workers' compensation presumption for first responders

- **The following policies were approved on August 16, 2021 by council:**
 - **S.B. 1359** – Mental health leave for law enforcement
 - **H.B. 2073** – Paid quarantine leave for first responders



Police Reform Legislation

- **H.B. 1927** – Unlicensed handgun carry
- **The following items have been established in City policy, prior to official legislative approval:**
 - **H.B. 929** – Body worn cameras
 - **S.B. 69** – Duty to intervene and ban on chokeholds
 - **S.B. 2212** – Duty to request and render aid



Emergency Management

- **S.B. 968** – Wellness checks on medically-fragile individuals

Next Steps

- Staff will monitor and report on any bills of impact to the City





Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	4. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel - to discuss employment and the duties of the City Secretary position.
Access	Public
Type	Closed Session

Public Content



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	1. Approve the minutes of the September 20, 2021, combined meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the minutes of the September 20, 2021, combined meeting.
Minutes	View Minutes for Sep 20, 2021 - City Council Combined Meeting

Public Content

BACKGROUND

Minutes of the September 20, 2021, combined meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the September 20, 2021, combined meeting.

[09.20.21 Council Minutes Combined.pdf \(118 KB\)](#)

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

**CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
SEPTEMBER 20, 2021**

The City Council of the City of Sachse held a regular meeting on Monday, September 20, 2021, at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road. Those present were Mayor Mike Felix, Mayor Pro Tem Jeff Bickerstaff, Councilmembers Brett Franks, Michelle Howarth, Frank Millsap, Chance Lindsey, and Cullen King; City Manager, Gina Nash; Executive Assistant to the City Manager, Leah Granger; IT Manager, Mike Pastor; IT Staff, James Burns; Strategic Services Director, Lauren Rose; CIP and Public Works Director, Corey Nesbit; Engineering Project Manager, Martin Donk; Finance Director, Teresa Savage; Assistant Director of Finance, David Baldwin; Fire Chief, Marty Wade; Deputy Fire Chief, Lee Richardson; Police Chief, Bryan Sylvester; Human Resources Director, Kristi Wong; Assistant to the City Manager, Amanda Chi; and Assistant to the City Manager-Economic Development, Jerod Potts.

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

GARLAND ISD COALITION: Discuss participation in a coalition between the Garland Independent School District, Rowlett, Garland, and Sachse.

City Manager Gina Nash presented GISD's interest in uniting the leadership of Sachse, Garland, and Rowlett with the school district for the purpose of improving communication and collaboration.

Councilmember King expressed interest in Ms. Nash being on the Coalition team. He thinks the coalition would be beneficial and that it would be important to have a dialogue with the District on its priorities.

Councilmember Franks did not believe there had been much communication from GISD with Sachse. He noted some of the top performing schools in the District are within Sachse but Sachse has not been consulted on any decision-making. He is interested in being part of the coalition to work on traffic issues and bring technology programs to the district.

Mayor Pro Tem Bickerstaff agrees that the Memorandum of Understanding (MOU) should be pushed forward and create the coalition. He noted issues with traffic and enrollment, and considers a lack of a formal communication process to be part of the problem. Mayor Pro Tem Bickerstaff is the current GISD liaison but would step aside if Councilmember Franks has an interest in that role.

Councilmember Howarth thinks anything we can do to improve communication with the District is a plus. She is interested in working with the District to encourage kids to be on reading level by third grade. She has learned from working with non-profit educational services that whether a child reads on level by third grade is the number one determining factor of whether they will graduate from high school. Anything the City can do to help that goal would be beneficial to the whole community and state at large.

Councilmember Lindsey is in favor of the coalition. Independent does not mean isolated so the City and the District should be helping each other.

Mayor Felix supports this moving forward. He is in favor of having two additional members on the Board with the Mayor.

Councilmember Millsap thinks the relationship with the District is already good. He has reservations about the coalition. He thinks the City should be neutral on any GISD bond initiatives. He is concerned about the wording and is not in favor of joining the coalition.

Ms. Nash noted the many ways the City and the District have partnered in the past. Since the majority of the Council has expressed an interest in being part of the coalition she will encourage them to move forward with the MOU. Mayor Felix asked Ms. Nash to bring Councilmember Millsap's concerns to the District which she will do.

EXECUTIVE SESSION: The City Council shall convene into Executive Session pursuant to Texas Government Code, Section §551.074: Personnel - to discuss employment and the duties for the City Secretary position.

The Council recessed into Executive Session at 6:50 p.m.

The Council reconvened into the regular meeting at 8:18 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE US AND TEXAS FLAGS:

Councilman King lead the invocation and Councilman Franks led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilmember Franks announced the upcoming Pumpkin Prowl to be held on October 16 at Salmon Park. There will be hay rides, a movie, games, and candy. There are also volunteer opportunities for kids and groups.

Councilmember King thanked the animal shelter staff for a very successful Clear the Shelter program. He expressed pride to have seen the CERT team at the Wylie Rodeo in a prominent position helping with a regional activity and looking professional. He stated that the Sachse Fallfest is October 23. Five Loaves is collecting food donations in preparation of Fallfest. Chase Oaks, North Pointe Church of Christ, Five Loaves, Jeanie Marten Real Estate, and Edward Jones are all drop off locations. There is a friendly competition between drop points, but the food will all go to people in our region.

Mayor Felix noted that Public Safety Day was a great success and thanked all involved. The X-treme Green Event and Sachse Chamber's Cars Under the Stars are September 25 and National Night Out is October 5. The previous Mayor, Hugh Cairns, passed away on September 18. He served the City of Sachse from 1998 to 2004 and the City is grateful for his service. He will be missed.

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

- 1. Approve canceling the October 4, 2021, City Council combined meeting.**
- 2. Approve the minutes of the September 7, 2021, combined meeting.**

Councilmember King made a motion to approve the consent agenda as presented. Mayor Pro Tem Bickerstaff seconded the motion, and it passed unanimously.

REGULAR AGENDA ITEMS

Take any action as a result of Executive Session.

No action taken at this time.

Discuss and consider a resolution calling a Public Hearing under Chapter 311 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone.

Ms. Nash presented the revised map for the TIRZ #3, that included land that could have park land development. The land is the old landfill and has potential to be a connective trail system through the region connecting Richardson, Murphy, Sachse, and Wylie. Conversations with Collin County indicated their interest in park projects, so this is a unique opportunity to pursue the project sometime in the life of the TIRZ. Ms. Nash noted that if Collin County participates in the funding, they may want someone on the Board.

Councilmember Millsap asked some questions and expressed concerns about the Board, about setting aside tax money that would be influenced by people who are not within the city or county, and about speeding up the development of the area.

Trent Petty explained that the language allows for the State to appoint someone from their staff to the Board, but it is rarely done because there are so many zones across the state. He pointed out that the City Council exclusively determines who is on the Board and that this is a 50% contribution TIRZ.

Councilmember Howarth commented that portions of Hwy 78 are not performing as well as they could. The City has been waiting for a long time to redevelop the area and this tool gives a good opportunity to incentivize some of the businesses residents want to see. She supports the TIRZ

creation because this area, in particular, is so important to the long-term success of Sachse and the tax base. Supporting that effort is for the betterment of the community.

Councilmember Franks noted that there are very few destination businesses along Hwy 78. If it is not addressed in a direct manner, it will not improve and Sachse will have what we've always had, and it will not change.

Mayor Pro Tem Bickerstaff asked Mr. Petty to address the concern about debt. Mr. Petty said this does not contemplate debt at all. This is considered a reimbursement zone so as dollars come into the TIRZ account, the City may choose to use those dollars on infrastructure projects to help redevelop and take care of Hwy 78. No debt is contemplated, it does not go against City debt obligations or affect the existing rate.

Councilmember King made a motion to approve as presented Councilmember Franks seconded the motion. The motion carries 6-1 with Councilmember Millsap voting no. The public hearing will be October 18, 2021.

Authorize the City Manager to execute a contract for professional services for the 2021 Hudson Drive Extension Project Design between the City of Sachse and Garver, LLC. in the amount of One Hundred Ninety-Nine Thousand, Seven Hundred Eighty-Seven Dollars and Zero Cents (\$199,787.00).

CIP and Public Works Director, Corey Nesbit, introduced Engineering Project Manager, Martin Donk, to present the item.

Councilmember King asked about project timing and Mr. Donk responded that construction is anticipated to begin in the summer of 2022.

Councilmember Franks noted traffic issues along Hudson during school months and hoped that planning around this traffic would be taken into consideration. Mr. Donk noted that staff will be working with the engineer to minimize disruption to school traffic as much as possible.

Mayor Pro Tem Bickerstaff asked how long the project would take after construction starts. Mr. Donk said it could take between nine months to a year and that some of the work would have to be done during the school year.

Ms. Nash reminded Council that The Station Boulevard should be open by the end of the year. This would be taken into consideration during planning, and it could be relied upon to help with traffic.

Councilmember Franks made a motion to approve as presented. Councilmember Lindsey seconded the motion and it carried unanimously.

Consider a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and Visionality-Designs That Compute (DTC) for the purchase and installation of audio-visual equipment for the Sachse

Emergency Operations Center/training room in an amount not to exceed Seventy-Six Thousand, Seven Hundred and Forty-Four Dollars and Thirty-Four Cents (\$76,744.34).

Lauren Rose, Director of Strategic Services, presented the upgrades proposed to the Emergency Operations Center (EOC). This would be a full analog to digital conversion and CARES Act funds would be utilized.

Councilmember Lindsey made a motion to approve as presented. Mayor Pro Tem Bickerstaff seconded and the motion carried unanimously.

Consider a resolution nominating candidate(s) for the Dallas Central Appraisal District (DCAD) Board of Directors.

Councilmember King asked if Councilmember Franks would be interested in serving. Councilmember Franks agreed to the nomination.

Councilmember King made a motion to nominate Councilmember Franks as Sachse's candidate. Councilmember Howarth seconded and the motion carried unanimously.

Discuss and consider action on the asbestos abatement and demolition plan moving forward for the Economic Development Corporation-owned properties in the Fifth Street District.

Ms. Nash gave an overview of the plan and process to abate asbestos and demolish the EDC-owned properties in the Fifth Street District. HP EnviroVision is staff's recommendation to be the contractor for the abatement and demolition particularly for the amount of time it would take them to complete.

Councilmember Millsap asked if there is a timeline that needs to be adhered-to in the process. Jerod Potts, Assistant to the City Manager – Economic Development, responded with the proposed timeframe of about a month for HP EnviroVision to complete.

Jack Morrow, 1905 Hillside Drive, Rowlett, TX 75088, spoke on the item. Mr. Morrow is the Vice President of a HUB abatement firm, One Reef. He found \$16,867 savings if Council would go with his firm rather than HP EnviroVision. He noted that his company's days to complete were longer, but those numbers are relative and can change. He believes HP's days to be short. Mr. Morrow is familiar with small town budgets and that small communities need to be cognizant of where their money goes. He noted that he was initially contacted by the previous EDC Director, but the ball was dropped when she left.

Councilmember King asked Ms. Nash if Council should reconsider the decision to go with HP EnviroVision. Ms. Nash responded that to the gentleman's point, their cost was a little lower, but time and thoroughness of proposal were also considerations. Staff also asked Sachse's Chief Building Official to review the proposals without indicating who she and Mr. Potts were inclined to choose. He came to the same conclusion, so staff is comfortable remaining with HP EnviroVision.

Councilmember King made a motion to approve as presented. Mayor Pro Tem Bickerstaff seconded.

Councilmember King made an amended motion to authorize the City Manager as the Executive Director of EDC to negotiate and execute an agreement for professional services with HP EnviroVision and AISM to perform the necessary asbestos abatement, notification, air-monitoring, demolition, reporting, and any other incidental costs associated with this work for the EDC-owned properties in the Fifth Street District to be paid from the Economic Development Corporation fund balance for an amount not to exceed One-Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00). Mayor Pro Tem Bickerstaff made an amended second motion, and it carried 6-1 with Councilmember Franks in opposition.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 9:20 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Leah K Granger
Executive Assistant to the City Manager



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	2. Accept the monthly revenue and expenditure report for the period ending August 31, 2021.
Access	Public
Type	Action (Consent), Reports
Preferred Date	Oct 18, 2021
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending August 31, 2021.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

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

POLICY CONSIDERATIONS

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

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending August 31, 2021.

[All Funds 8-31-2021.pdf \(115 KB\)](#)

[Sales Tax Analysis October 2021.pdf \(82 KB\)](#)

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

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2021
(Unaudited)

GENERAL FUND

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 13,420,000	\$ 40,016	\$ 13,652,825	101.73%	A
Sales Tax	1,700,000	233,611	2,096,996	123.35%	
Franchise Fees	1,847,825	201,499	1,781,695	96.42%	
Licenses and Permits	621,000	336,955	1,852,574	298.32%	B
Service Fees	916,500	168,967	2,096,638	228.77%	
Fines	250,000	18,533	196,317	78.53%	C
Interest Income	50,000	4,442	54,725	109.45%	
Miscellaneous Income	402,218	31,832	358,512	89.13%	
Intergovernmental Revenue	1,443,819	120,318	1,323,500	91.67%	
Total Revenue	\$ 20,651,362	\$ 1,156,175	\$ 23,413,781	113.38%	
Expenditure Summary					
City Manager	\$ 729,865	\$ 58,076	\$ 587,393	80.48%	
City Secretary	199,339	12,823	169,098	84.83%	
Human Resources	360,830	18,508	297,537	82.46%	
Finance	805,569	44,631	710,189	88.16%	
Municipal Court	241,740	16,913	183,453	75.89%	
Parks	1,560,900	94,318	1,350,203	86.50%	
Senior Programs	136,645	2,732	81,322	59.51%	
Library Services	515,646	38,174	411,919	79.88%	
Community Development	950,215	69,430	828,188	87.16%	
Streets & Drainage	3,474,060	39,047	2,952,862	85.00%	
Facility Maintenance	562,072	26,921	457,329	81.36%	
Police	5,581,495	377,511	4,726,468	84.68%	
Animal Control	230,865	18,584	174,272	75.49%	
Fire/EMS	4,682,376	315,260	4,237,553	90.50%	
Combined Services	422,652	10,775	337,787	79.92%	
Recreation	386,106	27,657	295,164	76.45%	
City Engineer	368,244	25,913	296,392	80.49%	
Information Technology	746,910	26,493	653,589	87.51%	
Total Expenditures	\$ 21,955,529	\$ 1,223,766	\$ 18,750,718	85.40%	
Total Revenue Over/Under Expenses	\$ (1,304,167)	\$ (67,591)	\$ 4,663,063		

Explanation of Major Variances:

- A** Property Tax receipts peak in December and January.
- B** Building permit revenue reflects activity in Ranch Park Village and the Station.
- C** Plan Review, Developer and Ambulance fees are above projections.

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2021
(Unaudited)

UTILITY FUND

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Water Revenue	\$ 7,460,000	\$ 994,074	\$ 6,812,655	91.32%	
Sewer Revenue	5,197,500	485,453	4,969,502	95.61%	
Drainage Revenue	210,000	17,755	192,896	91.86%	
Fees	165,700	22,187	151,738	91.57%	
Interest Income	60,000	6,493	83,514	139.19%	A
Transfer In-Impact Fee	-	-	-		
Miscellaneous Income	-				
Total Revenue	\$ 13,093,200	\$ 1,525,961	\$ 12,210,305	93.26%	
Expenditure Summary					
Utility Administration	\$ 442,209	\$ 22,931	\$ 377,171	85.29%	
Water Operations	7,380,181	553,632	5,890,105	79.81%	
Sewer Operations	5,733,264	442,379	3,836,386	66.91%	
Drainage Projects	100,000	-	25,950	25.95%	
Total Expenditures	\$ 13,655,654	\$ 1,018,942	\$ 10,129,613	74.18%	
Total Revenue Over/Under Expenses	\$ (562,454)	\$ 507,019	\$ 2,080,692		

Explanation of Major Variances:

A Interest is budgeted conservatively, and principal is higher than anticipated.

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2021
(Unaudited)

Debt Service Fund

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 5,035,703	\$ 14,779	\$ 5,124,330	101.76%	B
Interest Income	5,000	311	4,034	80.68%	
Miscellaneous Receipts					
Total Revenue	\$ 5,040,703	\$ 15,091	\$ 5,128,364	101.74%	
Expenditure Summary					
Fees	\$ 3,000		\$ 1,656	55.21%	A
Principal	3,543,300	-	3,655,000	103.15%	
Interest	1,495,917	626,811	1,278,268	85.45%	
Transfer Out-Utility Fund					
Total Expenditures	\$ 5,042,217	\$ 626,811	\$ 4,934,924	97.87%	
Total Revenue Over/Under Expenses	\$ (1,514)	\$ (611,720)	\$ 193,440		

A Budgeted debt service for 2020 Tax Notes was estimated.

B Property Tax receipts peak in December and January.

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2021
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 837,500	\$ 117,640	\$ 1,035,318	123.62%	A
Other Income	\$ 12,500	\$ -	\$ 10,000	80.00%	
Interest Income	5,000	785	5,853	117.05%	
Total Revenue	\$ 855,000	\$ 118,425	\$ 1,051,170	122.94%	
Expenditure Summary					
Expenditures	855,000	40,177	505,452	59.12%	
Total Expenditures	\$ 855,000	\$ 40,177	\$ 505,452	59.12%	
Total Revenue Over/Under Expenses	\$ -	\$ 78,248	\$ 545,718		

Explanation of Major Variances:

A GISD Grant received in November

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2021
(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 385,000	\$ 56,756	\$ 491,400	127.64%	
Other Income	\$ -				
Interest Income	500	276	1,958	391.56%	A
Total Revenue	\$ 385,500	\$ 57,031	\$ 493,358	127.98%	
Expenditure Summary					
Expenditures	249,000	24,480	58,986	23.69%	
Total Expenditures	\$ 249,000	\$ 24,480	\$ 58,986	23.69%	
Total Revenue Over/Under Expenses	\$ 136,500	\$ 32,551	\$ 434,373		

Explanation of Major Variances:

A Interest is budgeted conservatively, and principal is higher than anticipated.

CITY OF SACHSE

2020/2021 SALES TAX ANALYSIS

FY 2020	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2021	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	240,829	137,609	137,609	8.63%	October	264,016	150,859	150,859	9.01%
November	316,904	181,079	318,688	19.98%	November	374,502	213,991	364,850	21.78%
December	252,331	144,182	462,870	29.02%	December	286,729	163,837	528,687	31.56%
January	272,241	155,558	618,429	38.77%	January	323,637	184,926	713,613	42.60%
February	401,877	229,633	848,061	53.17%	February	435,095	248,614	962,226	57.45%
March	250,829	143,324	991,385	62.16%	March	279,789	159,871	1,122,098	66.99%
April	224,183	128,098	1,119,483	70.19%	April	247,713	141,543	1,263,641	75.44%
May	332,834	190,181	1,309,665	82.11%	May	387,674	221,517	1,485,158	88.67%
June	273,969	156,546	1,466,211	91.93%	June	301,551	172,306	1,657,464	98.95%
July	197,476	112,838	1,579,048	99.00%	July	311,326	177,892	1,835,356	109.57%
August	372,977	213,119	1,792,167	112.36%	August	411,760	235,280	2,070,636	123.62%
September	275,319	157,317	1,949,485	122.22%	September	333,489	190,556	2,261,191	135.00%
TOTAL	3,411,769	1,949,485			TOTAL	3,957,282	2,261,191		
BUDGET		1,595,000			BUDGET		1,675,000		



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	3. Authorize the purchase of one (1) 2022 Ford F-750 Dump Truck from Rush Truck Center through the BuyBoard purchasing program, not to exceed the budgeted funds of Eighty-Six Thousand and No/100 Dollars (\$86,000.00) for the City of Sachse Public Works Department.
Access	Public
Type	Action (Consent)
Preferred Date	Oct 18, 2021
Fiscal Impact	Yes
Dollar Amount	86,000.00
Budgeted	Yes
Budget Source	Utility Fund
Recommended Action	Approve as presented.
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

The current dump truck is 17 years old and has reached the end of its life. It has been kept in service due to increased maintenance demands across the city. That demand has continued to grow and the additional resource this new truck will provide is needed. Each division within Public Works utilizes both current dump trucks. These resources are scheduled and shared with coordination and communication by team leaders. The use of the trucks are divided equally, with each department utilizing them on a daily basis. Without the use of two trucks, Public Works will be forced to schedule out repairs and potentially delay work until this resource is available. The purchase of this dump truck will allow maintenance operations to be maintained more effectively.

OVERVIEW

The purchase of a 2022 Ford F-750 Dump Truck for the Public Works Department through the Utility Fund was a supplemental budget request that was approved in the FY 2021-2022 budget. The budgeted amount includes an additional cost of Two-Thousand Sixty-Seven and 68/100 Dollars (\$2,067.68) associated with equipment and outfitting the vehicle.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item. This item was approved by the City Council as part of the FY 21/22 adopted budget. The quote for this item came in higher than anticipated, and the additional costs will be absorbed in the approved budget.

RECOMMENDATION

Authorize the purchase of one (1) 2022 Ford F-750 Dump Truck from Rush Truck Center through the BuyBoard purchasing program, not to exceed the budgeted funds of Eighty-Six Thousand and No/100 Dollars (\$86,000.00) for the City of Sachse Public Works Department.

Buyboard Quote - Dump Truck.pdf (1,224 KB)

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

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	8/20/2021
Contact for Vendor:	Mike Foley	Phone	214 215 3536
End User:	City of Sachse		
End User Contact:	Jonathan Lara	Phone/Fax	972 495 7600
Product Description:	2022 Ford Dump		

A: Base Price in Bid/Proposal Number: 601-19			Series: F-750 \$47,961.00		
B: Published Options(<i>Itemize Below</i>)					
	DESCRIPTION	AMOUNT		DESCRIPTION	AMOUNT
Ford	F7D	\$ 5,335.36	RTC-0051	OEM safety Safety analysis	\$ 1,236.00
Ford	PTO/Block heater	\$ 955.00	RTC-0059	Lot Insurance	\$ 836.00
Ford	12K front axle/12K springs	\$ 830.00	RTC-1060	Floor Plan Int	\$ 2,480.96
Ford	120K frame/25999 derate	\$ 485.00	RTC-0050	Dump body prep	\$ 3,393.00
Ford	Start studs/900 batts/volt/upfit	\$ 570.00	Ford	heated mirrors/air seat	\$ 530.00
Ford	wiring/ back alarm/run lts	\$ 270.00	Ford	Front and rear axle lube	\$ 150.00
Subtotal Column 1: \$ 8,445.36			Subtotal Column 2: \$ 8,625.96		
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)					\$ 17,071.32

C: Subtotal of A + B					\$65,032.32
D: Non Published Options					
	Ledwell 6/8 yd. dump body				
Subtotal Column 1:		\$18,500.00	Subtotal Column 2:		\$ -

Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>)	\$18,500.00
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E: Contract Price Adjustment (<i>If any, explain here</i>)	

F: Total of C + D +/- E	\$83,532.32
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G: Quantity ordered Units: 1.00 x F	\$ 83,532.32
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H: BUYBOARD Administrative Fee %	\$ 400.00
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I: Non-Equipment Charges & Credits (<i>I.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>)					

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$83,932.32
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Prepared for: Jeremy Wiseman

Superintendent, Sachse Public Wks. Dept.

Prepared by: MIKE FOLEY

08/20/2021

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: 5202021-3

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F7D	Base Vehicle Price (F7D)	\$71,345.00
Engines		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 700 ft.lbs. @ 1500 rpm. <i>Governed RPM: 3200. Includes CARB clean idle label - may be removed if un-necessary.</i>	STD
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt	\$60.00
Transmissions		
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, less Park Pawl	STD
41A	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul	\$895.00
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jeremy Wiseman

Superintendent, Sachse Public Wks. Dept.

Prepared by: MIKE FOLEY

08/20/2021

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: 5202021-3

As Configured Vehicle (cont'd)

Code	Description	MSRP
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
Brakes		
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.	STD
Front Axle and Suspension		
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	\$525.00
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap 2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.	\$305.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00
Rear Axle and Suspension		
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.	STD
68P	Multi-Leaf Springs - 21,000 lb. Cap 11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.	STD
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X5D	5.57 Axle Ratio	N/C
Wheelbase		
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
Frame		

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Prepared for: Jeremy Wiseman
 Superintendent, Sachse Public Wks. Dept.
 Prepared by: MIKE FOLEY
 08/20/2021



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Quote ID: 5202021-3

As Configured Vehicle (cont'd)

Code	Description	MSRP
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI <i>1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).</i>	\$365.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
Exhaust		
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
Fuel Tanks		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
Electrical / Alternator / Battery		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	\$60.00
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
17M	Back-Up Alarm - Electric, 102 dBA	\$110.00
962	Daytime Running Lamps (Not Configurable)	\$25.00
86M	Upfitter Interface Module	\$320.00
16V	Voltmeter	\$100.00

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Prepared for: Jeremy Wiseman
 Superintendent, Sachse Public Wks. Dept.
 Prepared by: MIKE FOLEY



08/20/2021

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2022 F-750 Diesel Regular Cab Base (F7D)

Price Level: 215 | Quote ID: 5202021-3

As Configured Vehicle (cont'd)

Code	Description	MSRP
<i>Available in message center.</i>		
Seats		
88L	30/70 Air Ride Driver (Integral Air Pump) & Fixed 2-Passenger Bench - Vinyl	\$440.00
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	N/C
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
Cab Exterior		
54C	Mirrors, Dual - Heated Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, manual fold, solid black finish.</i>	\$90.00
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Interior Color		
E_01	Gray	N/C
Exterior Color		
YZ_01	Oxford White	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jeremy Wiseman

Superintendent, Sachse Public Wks. Dept.

Prepared by: MIKE FOLEY

08/20/2021

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: 5202021-3

As Configured Vehicle (cont'd)

Code	Description	MSRP
Upfit Options		
35454552	6/8 td. Ledwell dump body/tarp	\$18,500.00
0000	BUYBOARD DISCOUNT	-\$11,797.68
SUBTOTAL		\$81,837.32
Destination Charge		\$2,095.00
TOTAL		\$83,932.32

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jeremy Wiseman

Superintendent, Sachse Public Wks. Dept.

Prepared by: MIKE FOLEY

08/20/2021

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

**2022 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 215 | Quote ID: 5202021-3

Pricing Summary - Single Vehicle**MSRP***Vehicle Pricing*

Base Vehicle Price	\$71,345.00
Options	\$3,790.00
Colors	\$0.00
Upfitting	\$6,702.32
Fleet Discount	\$0.00
Destination Charge	\$2,095.00
Total	\$83,932.32

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	4. Authorize the purchase of a 2021 F-250 truck and attached box unit from Sam Pack's Five Star Ford and Chevrolet for an amount not to exceed Fifty-One Thousand, Four Hundred Three and No/100 Dollars (\$51,403.00) for assignment to the Animal Control unit.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	51,403.00
Budgeted	Yes
Budget Source	FY 21/22 Police Department VERF Fund
Recommended Action	Approve as presented.

Public Content

BACKGROUND

The proposed vehicle to be purchased will replace a 2004 similarly equipped vehicle.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item. This item was approved by the City Council as part of the 2021/22 adopted budget.

RECOMMENDATION

Approve as presented.

[CITY OF SACHSE F2A STOCK ANIMAL CONTROL UNIT.pdf \(30 KB\)](#)

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

	\$51,403.00
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Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	5. Authorize the purchase of one (1) 2022 Ford F550 Chassis, from Randall Reed's Planet Ford 635, in an amount not to exceed Fifty-Five Thousand, Three Hundred Fifty-Six and No/100 Dollars (\$55,356.00).
Access	Public
Type	Action (Consent)
Preferred Date	Oct 18, 2021
Absolute Date	Oct 18, 2021
Fiscal Impact	Yes
Dollar Amount	55,356.00
Budgeted	Yes
Budget Source	VERF
Recommended Action	Authorize the purchase of one (1) 2022 Ford F550 Chassis, from Randall Reed's Planet Ford 635, in an amount not to exceed Fifty-Five Thousand, Three Hundred Fifty-Six and No/100 Dollars (\$55,356.00).
Goals	Meet the public safety needs of a growing citizen, student, and business population. Be a model of financial stewardship through growth management, responsible investment, and financial transparency. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

In the FY 2021-2022 budget, the City Council approved funds for the purchase of one (1) ambulance. This item is for the 2022 Ford 550 chassis only. This attaches the ambulance box to the vehicle. The chassis and all forthcoming purchases for the approved ambulance will be funded through the Vehicle and Equipment Replacement Fund (VERF).

OVERVIEW

All purchases over Forty-Nine Thousand, Nine Hundred Ninety-Nine and 99/100 Dollars (\$49,999.99) must be approved by the City Council. The budgeted amounts also include any additional costs associated with equipment and outfitting the vehicles.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item. This item was approved by the City Council as part of the 2021/2022 adopted budget.

RECOMMENDATION

Authorize the purchase of one (1) 2022 Ford F550 Chassis, from Randall Reed's Planet Ford 635, in an amount not to exceed Fifty-Five Thousand, Three Hundred Fifty-Six and No/100 Dollars (\$55,356.00).

PLANETFORD365_Chassis Quote.pdf (152 KB)

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



PlanetFord635.com

QUOTE: \$ 52856 /chassis only

To: City of Sachse

From: Admir Sarac-Fleet Mgr.

Subject: 2022 Ford F550 regular cab

22 Ford F-550 regular cab XLT pkg.

All standard factory options with added options per specification provided by City of Sachse

-193 WB

-oxford white

-40/20/40 cloth seating

-663A pref. equip. pkg. XLT

-7.3 L V-8 Diesel engine

-4.10 limited slip

-carpet delete

-platform running boards

-engine block heater

-Ambulance prep. Pkg.

-397 amp alt.

-oprtr comnd reg

-spare tire

-adj. brake/gas pedal

-trans PTO

-Polished aluminum wheels

-RR cam & prep kit

-pre collision assist

-day time running light

TOTAL :52856

NOTE: additional shipping fee \$ 2500 approx. not included in chassis quote

3rd party shipping from upfit location-Braun to the City of Sachse location will be Cities responsibility

Chassis will be drop off to Braun upfit location OH from factory with valid drop ship code

Respectfully

Randall Reed's
Planet Ford 635
3601 S. Shiloh Road
Garland, Texas 75041

Randall Reed's
Planet Ford 635
3601 S. Shiloh Road
Garland, Texas 75041

QUOTE

QUOTE

CITY OF SACHSE

DATE 10/14/2021

CELL PHONE 214 886-0118

RES PHONE 214 886-0118

BUS PHONE 214 886-0118

ADDRESS

I (we) hereby order hereof, the following ☒ you, su NEW ☐ to all te USED ☐ conditions and agre DEMO VEHICLE ☐ hts contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side RENT VEHICLE

YEAR	MAKE	MODEL	CY	BODY	CHASSIS	COLOR	SERIAL NUMBER	STOCK NO
2022	FORD	F-550	8			WHITE		

CASH DELIVERY PRICE

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.
UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ÉSTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

DESCRIPTION OF TRADE-IN

Yr. 2022 Make FORD Type F-550
VIN Number License Number

DEALER'S INVENTORY TAX**

CONSUMER BENEFITS PACKAGE

DEALER INSTALLED OPTIONS

TRADE-IN ALLOWANCE

DOCUMENTARY FEE

LESS BALANCE OWED

STATE INSPECTION FEE

7.00

NET TRADE-IN

TAX, TAGS AND TITLE FEES

DEALER INSTALLED OPTIONS include:

TOTAL CASH SALES PRICE

52849

CASH

REBATE

2022 F550 REGULAR CAB WITH AMBULANCE PREP PKG

NET TRADE-IN

TOTAL DOWN PAYMENT

52856

REMARKS:

UNPAID BALANCE DRAFT FINANCED

528565

ADDITIONAL FEE FOR 3RD PARTY SHIPPING =2500

GAP

MAINTENANCE

ROAD HAZARD

DISCLAIMER OF WARRANTIES: Any Warranties on the products sold hereby are those made by the manufacturer. The Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

EXTENDED SERVICE PLAN

CREDIT LIFE INSURANCE

A & H INSURANCE

NOTICE TO CREDIT BUYER
If this order involves credit, this form shall be deemed an offer by the purchaser to the Dealer to purchase the above described vehicle on credit, on terms described above, and an authorization for the Dealer to secure any and all information from any source to determine the credit worthiness of the purchaser. No contractual relationship is created hereby. Full disclosure required by the Federal Consumer Protection Act will be made prior to consummation of a credit transaction by purchaser's signature to an installment Sale Contract.

PRINCIPAL BALANCE

52856

TIME PRICE DIFFERENTIAL

TIME BALANCE

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

ANNUAL PERCENTAGE RATE

%

Lien Holder

App. By

N/A

Draft Thru

First Payment Date

In this Arbitration Agreement, "you" refers to the buyer(s) signing below. "We, us and our" refer to the Dealer signing below and anyone to whom the Dealer assigns this Arbitration Agreement.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.naf-forum.com), the American Arbitration Association, 335 Madison Ave, Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

The parties agree that they will first mediate any dispute involving the purchase of this vehicle pursuant to Chapter 154 of the Texas Civil Practices and Remedies Code and should such mediation be unsuccessful, the parties then agree to binding arbitration under the above-described Arbitration Clause.

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

AS THE BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY THE SELLER.

I certify that the used motor vehicle I am trading in is my property, free from all encumbrances whatsoever except as specified above, and that I have not received from the Texas Department of Public Safety any notice of suspension or intention to suspend, either my operator's license or registration of said motor vehicle.

NO BODILY DAMAGE OR PROPERTY INSURANCE INCLUDED IN THIS PURCHASE

This Buyer's Order and Sales Contract is not valid until signed by the Dealer or his Sales Manager and comprises the entire agreement affecting this transaction, and no other agreement, written or oral, not contained herein shall be binding or recognized.

Buyer's Signature
or Order Number

Proposed By Admir Sarac
(Salesman)

Accepted By
The Dealer

Order Date

NOTICE TO THE BUYER: Do not sign this order before you read it or if it contains any blank spaces. You are entitled to an exact copy of the order you sign. BUYER ACKNOWLEDGES he has read the front and back of this order and received a complete copy of this order comprising the entire agreement affecting this purchase and that this order is subject to buyer's satisfactory credit rating. BUYER CERTIFIES he is 18 years of age or older and no credit has been extended except as appears above.

WHITE - FILE

CANARY - CUSTOMER

PINK - ACCOUNTING

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Randall Reed's
Planet Ford 635
3601 S. Shiloh Road
Garland, Texas 75041



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	6. Authorize the City Manager to execute a professional services contract for design of drainage and erosion control improvements for the 3rd Garland Sewer Connection between the City of Sachse and LJA Engineering, Inc. in the amount of Seventy-Four Thousand, Seven Hundred and Fifty and No/100 Dollars (\$74,750.00).
Access	Public
Type	Action, Discussion
Preferred Date	Oct 18, 2021
Fiscal Impact	Yes
Dollar Amount	74,750.00
Budgeted	Yes
Budget Source	Drainage Utility Fees
Recommended Action	Authorize the City Manager to execute a professional services contract for design of drainage and erosion control improvements for the 3rd Garland Sewer Connection between the City of Sachse and LJA Engineering, Inc. in the amount of Seventy-Four Thousand, Seven Hundred and Fifty and No/100 Dollars (\$74,750.00).
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

The existing 30" sanitary sewer line was installed in 2015. This is the 3rd location where the Sachse sewer lines connect to the City of Garland sewer system.

OVERVIEW

During major storm events, Rowlett Creek overtops the creek bank and floods the area surrounding the 30" sewer line. The excessive erosion has caused several locations of the sewer line to be exposed and could potentially cause a failure if not addressed.

This project will provide design alternatives and construction plans to address the erosion and help stabilize the pipe.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item. This item was approved by the City Council as part of the 2021/22 adopted budget.

RECOMMENDATION

Authorize the City Manager to execute a professional services contract for design of drainage and erosion control improvements for the 3rd Garland Sewer Connection between the City of Sachse and LJA Engineering, Inc. in the amount of Seventy-Four Thousand, Seven Hundred and Fifty and No/100 Dollars (\$74,750.00).

[3rd Garland Drainage and Erosion Control Design Presentation.pdf \(581 KB\)](#)

Drainage and Erosion Control Design for 3rd Garland Sewer Connection

City Council
October 18, 2021

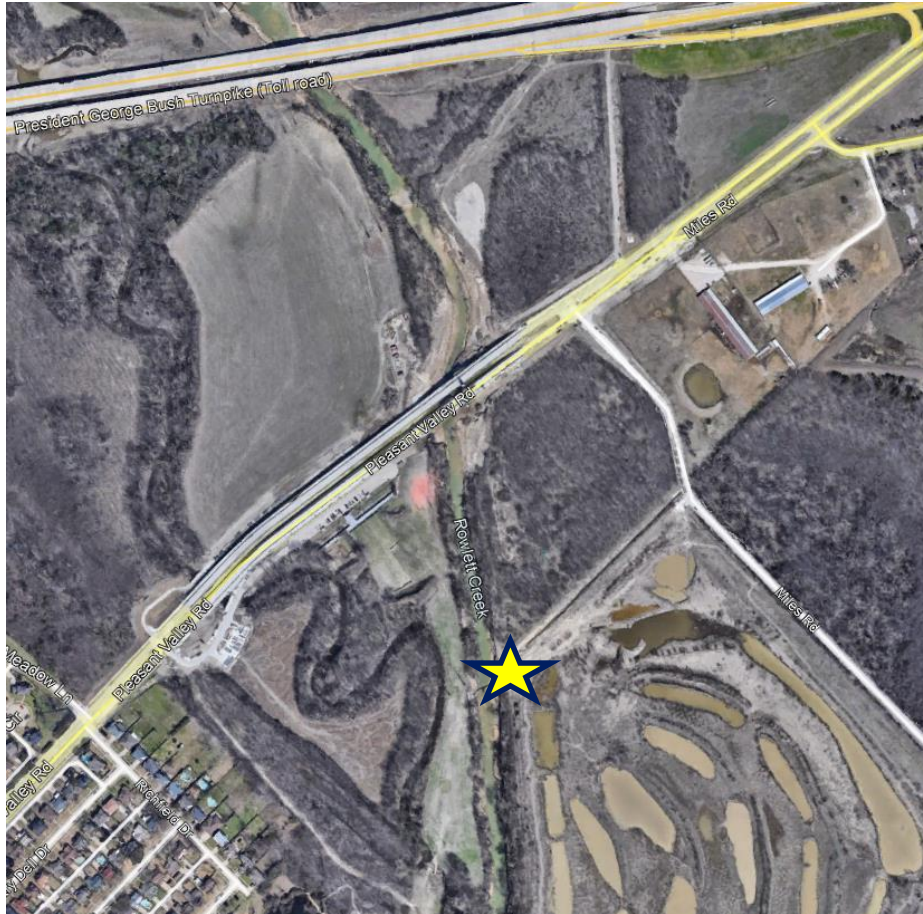


Overview

- Site Location
- Background
- Staff Recommendation
- Discussion and Questions



Site Location



Site Location



Background

- The existing 30” sanitary sewer line was installed in 2015. This is the 3rd location where the Sachse sewer lines connect to the City of Garland sewer system.
- During major storm events, Rowlett Creek overtops the creek bank and floods the area surrounding the 30” sewer line.
- The excessive erosion has caused several locations of the sewer line to be exposed and could potentially cause a failure if not addressed.
- This project will provide design alternatives and construction plans to address the erosion and help stabilize the pipe from failure.
- This item was approved by the City Council as part of the 2021/22 adopted budget.



Staff Recommendation

- Consider authorizing the City Manager to execute a professional services contract for design of drainage and erosion control improvements for the 3rd Garland Sewer Connection between the City of Sachse and LJA Engineering, Inc. in the amount of Seventy-Four Thousand, Seven Hundred and Fifty and No/100 Dollars (\$74,750.00).
- This contract will be funded from the Drainage Utility Fund.
- A construction contract will follow after the design is completed and funding is identified.



Discussion and Questions





Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	7. Authorize the City Manager to execute a professional services contract between the City of Sachse and Freese and Nichols, Inc. to perform a hydrologic and hydraulic (H&H) study of Stream 2D4 in the amount of Sixty-Two Thousand, Four Hundred and No/100 Dollars (\$62,400.00).
Access	Public
Type	Action, Discussion
Preferred Date	Oct 18, 2021
Absolute Date	Oct 18, 2021
Fiscal Impact	Yes
Dollar Amount	62,400.00
Budgeted	Yes
Budget Source	Drainage Utility Fund
Recommended Action	Authorize the City Manager to execute a professional services contract between the City of Sachse and Freese and Nichols, Inc. to perform a hydrologic and hydraulic (H&H) study of Stream 2D4 in the amount of Sixty-Two Thousand, Four Hundred and No/100 Dollars (\$62,400.00).

Public Content

BACKGROUND

The areas between Blackburn Road and Murphy Road within the City of Sachse have experienced drainage issues for several years. A formal study of Stream 2D4 will aid the City in identifying problem areas as well as possible mitigation solutions.

OVERVIEW

Freese and Nichols, Inc. will develop three (3) conceptual alternatives to address the drainage issues along the stream with an Opinion of Probable Construction Cost (OPCC) for each alternative as well as a technical memorandum documenting the results of the study.

POLICY CONSIDERATIONS

This project will be funded through the Drainage Utility Fund. This item was approved by the City Council as part of the 2021/22 adopted budget.

RECOMMENDATION

Authorize the City Manager to execute a professional services contract between the City of Sachse and Freese and Nichols, Inc. to perform a hydrologic and hydraulic (H&H) study of Stream 2D4 in the amount of Sixty-Two Thousand, Four-Hundred and No/100 Dollars (\$62,400.00).

[2D4 Flood Study_Presentation.pdf \(641 KB\)](#)

Stream 2D4 Flood Study

City Council
October 18, 2021

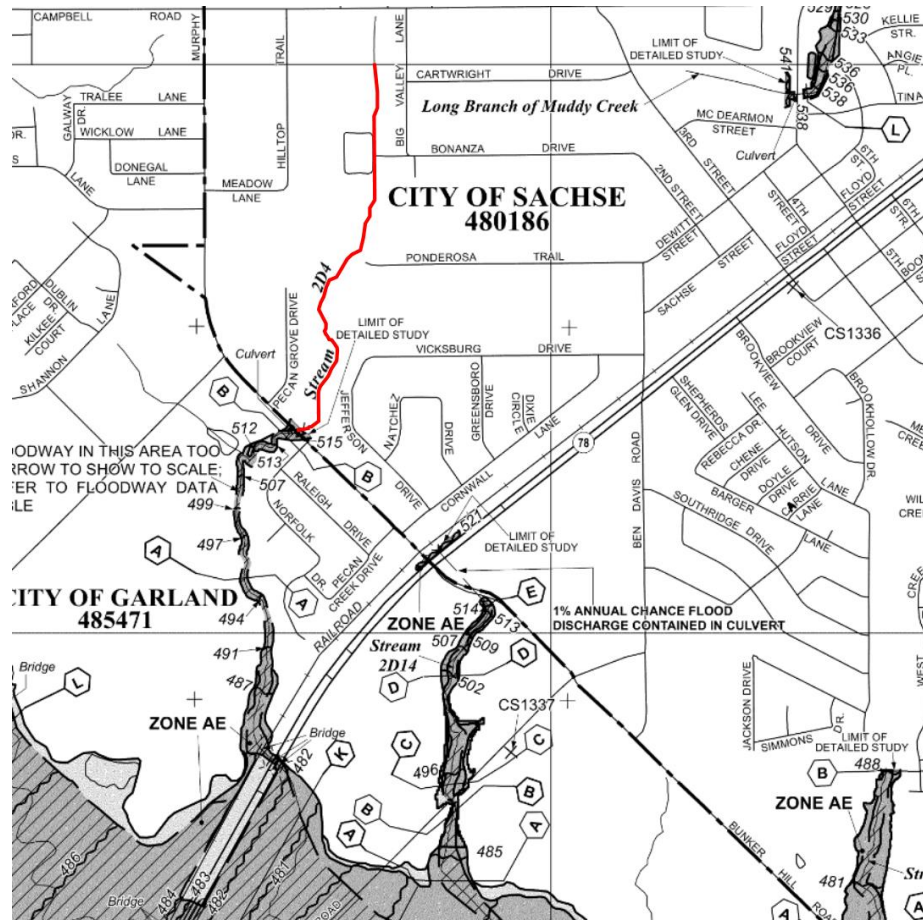


Overview

- Site Location
- Background
- Project Description
- Staff Recommendation
- Discussion and Questions



Site Location



Site Location



Background

- The areas between Blackburn Road and Murphy Road within the City of Sachse have been experiencing drainage issues for several years.
- A formal study of Stream 2D4 would aid the City in identifying problem areas as well as possible mitigation solutions.
- Understanding the magnitude of the drainage issues will allow staff to apply the most cost-effective solution to the problem.
- This item was approved by the City Council as part of the 2021/22 adopted budget.



Project Description

- The City of Sachse has requested Freese and Nichols, Inc. (FNI) to perform a hydrologic and hydraulic (H&H) study of the subject portion of Stream 2D4. FNI will perform a hydrologic analysis as well as construct a hydraulic model of the stream to locate the problem areas which currently lead to poor drainage.
- FNI will develop three (3) conceptual alternatives to address the drainage issues along the stream as well as an Opinion of Probable Construction Cost (OPCC) for each alternative in 2021 dollars.
- Additionally, FNI will prepare a technical memorandum documenting the results of the study.



Staff Recommendation

- Authorize the City Manager to execute a professional services contract between the City of Sachse and Freese and Nichols, Inc. to perform a hydrologic and hydraulic (H&H) study of Stream 2D4 located between the Murphy Road culvert crossing and the Blackburn Road culvert crossing in the amount of Sixty-Two Thousand, Four Hundred and No/100 Dollars (\$62,400.00).
- This contract will be funded from the Drainage Utility Fund.



Discussion and Questions





Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	8. Approve Resolution approving the terms and conditions of the Interlocal Agreement regarding construction, location, and use of Public Safety/Public Works communications facilities' entered into between the City of Sachse and the City of Dallas, Texas.
Access	Public
Type	Action
Preferred Date	Oct 18, 2021
Fiscal Impact	No
Budgeted	No
Budget Source	N/A
Recommended Action	Approve a Resolution approving the terms and conditions of the Interlocal Agreement regarding construction, location, and use of Public Safety/Public Works' communications facilities entered into between the City of Sachse and the City of Dallas, Texas.
Goals	Meet the public safety needs of a growing citizen, student, and business population. Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

In 2017, the City of Dallas, through the Dallas County Interlocal Agreement, procured and entered into a contract with Motorola Solutions Inc. for completion of the P25 compliant countywide digital public radio system and added a microwave backbone that can be shared in the Dallas Public Safety and Public Works' communications system.

The City of Sachse currently has the P25 radio system equipment and infrastructure inside its jurisdictional boundaries. The existing communications tower site, located near the Public Works facility, has installations for the Garland, Mesquite, Rowlett, Sachse (GMRs) P25 radio system.

OVERVIEW

This project will help expand and upgrade the facility to obtain the maximum radio interoperability and reliability between Dallas and other governmental entities in Dallas County. Other governmental entities within the regional area surrounding Dallas, including incidental interoperability, would be available during catastrophic or special use circumstances or during daily operations.

This project is necessary to establish and enable a countywide equipment installation to achieve coverage spanning beyond Dallas' jurisdictional boundaries.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve a Resolution approving the terms and conditions of the Interlocal Agreement regarding construction, location, and use of Public Safety/Public Works' communications facilities entered between the City of Sachse and the City of Dallas, Texas.

[Final SACHSE City of Dallas and Dallas County Interlocal Re Construction 09.22.21.pdf \(530 KB\)](#)

[2021 Dallas P25 ILA Presentation.pdf \(370 KB\)](#)

INTERLOCAL AGREEMENT REGARDING CONSTRUCTION, LOCATION, AND USE OF PUBLIC SAFETY/PUBLIC WORKS COMMUNICATIONS FACILITIES

This INTERLOCAL AGREEMENT (this “Agreement”) is made and entered into in the County of Dallas, State of Texas, by and between the CITY OF DALLAS, TEXAS a municipal corporation, duly incorporated and existing under the constitution and laws of the State of Texas (“DALLAS”), and the CITY OF SACHSE, TEXAS, a municipal corporation, duly incorporated and existing under the constitution and laws of the State of Texas (“SACHSE”).

WHEREAS, SACHSE, and DALLAS are local governments as defined in Texas Government Code, Section 791.003(4) (the “Interlocal Cooperation Act”), that have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, DALLAS’ existing radio communications network is at the end of its product life cycle; and

WHEREAS, pursuant to that certain Interlocal Agreement between DALLAS and County of Dallas, Texas (“COUNTY”), (“County ILA”), DALLAS and COUNTY partnered, secured and committed financial funding for the modernization and upgrading of DALLAS’ dated communications network (current radio system and infrastructure) to create a P25 compliant trunk voice radio communications system in compliance with state and federal requirements and capable of countywide coverage for use by both public safety and public works groups in DALLAS, COUNTY, and all Dallas County cities seeking to engage the system for their local needs through appropriate subscriber agreements approved by DALLAS (hereinafter the “P25 Radio System Project” or “Project”); and

WHEREAS, in 2017 to achieve the purposes of the County ILA, DALLAS procured and entered into a contract with Motorola Solutions Inc. for completion of the P25 compliant countywide digital public radio system and added a microwave backbone that can be shared in the DALLAS’ Public Safety and Public Works communications system; and

WHEREAS, in order to obtain the maximum radio interoperability and reliability of the Project between DALLAS, other governmental entities in Dallas County, and governmental entities within the regionally interoperable radio communications area surrounding DALLAS, including incidental interoperability use by these other non-DALLAS entities during catastrophic or special use circumstances or during daily operations based on agreed subscriber terms, it is necessary to establish and enable a countywide equipment installation to achieve Project coverage spanning beyond DALLAS’ jurisdictional boundaries; and

WHEREAS, DALLAS acknowledges and agrees the most expeditious and protective manner to achieve the Project and establish a P25 countywide coverage, is for DALLAS to expand Project components beyond its jurisdictional boundaries by either (i) licensing County and other cities’ real property to utilize, upgrade and/or retrofit existing equipment and infrastructure to P25 standards, or (ii) to license County and other cities’ real property to install new P25 Radio System equipment and infrastructure beyond its jurisdictional boundaries and onto existing

communication tower Site installations on real property or facility Site owned by Dallas County and other Dallas County, Texas cities; and

WHEREAS, SACHSE currently has P25 Radio System equipment and infrastructure inside its jurisdictional boundaries and on existing SACHSE communications tower Site and installations for the GARLAND MESQUITE ROWLETT SACHSE (GMRS) P25 radio system; and

WHEREAS, DALLAS has requested to collocate on a GARLAND communications tower located in SACHSE and to construct a radio equipment shelter and related facilities at the City of SACHSE PUBLIC WORKS SITE ("SACHSE SITE") located at 6440 Sachse Road, SACHSE, Texas 75048, and

WHEREAS, the SACHSE SITE is more particularly shown and described in the attached Exhibit A-1 (SACHSE PUBLIC WORKS SITE) which is attached hereto and made a part of this Agreement; and

WHEREAS, SACHSE desires to facilitate better regional radio communications interoperability for SACHSE, DALLAS, and other Public Safety users of the two P25 radio networks and is further willing and agrees to allow DALLAS to collocate, install, use, and maintain DALLAS' P25 Radio Infrastructure at the Site, in accordance with the terms of this Agreement; and

WHEREAS, DALLAS is willing to collocate, install, use, and maintain DALLAS' P25 Radio Infrastructure at the Site for the limited purposes relating to the Project, in accordance with the terms of this Agreement; and

WHEREAS, DALLAS covenants and agrees that the use of the Site by DALLAS shall be for P25 radio communications purposes only, pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, all coordination concerning the installation, use, and maintenance of the equipment shelters and related facilities as described further in this Agreement, shall be administered through the SACHSE Public Works Department, on behalf of SACHSE, and the DALLAS Radio Communications Network Group, on behalf of DALLAS, for the purpose of supporting the Project and existing GMRS P25 radio communications at the Site. Any changes to the communications related facilities by DALLAS must be reviewed by the SACHSE Public Works Department and approved in writing by SACHSE; and

WHEREAS, DALLAS and SACHSE covenant and agree that any Project infrastructure as described further in this Agreement, installed by DALLAS on the Site is to be installed, used, and maintained by the DALLAS Radio Communications Network Group, at DALLAS' cost. Access to the Site by DALLAS shall be made through the SACHSE Public Works Department to the terms and conditions hereinafter set forth; and

WHEREAS, all equipment shelters and related facilities as described further in this Agreement, constructed or installed by DALLAS at the Site shall for the duration of this Agreement remain the property of DALLAS to facilitate the Project; and, only at termination and upon the

abandonment by DALLAS of Project operations become the sole property of SACHSE in accordance with the terms of this Agreement; and

WHEREAS, pursuant to all the foregoing SACHSE and DALLAS desire to enter into this agreement pursuant to the Interlocal Cooperation Act, as amended, to set forth the terms of their cooperation, rights, and obligations; and

WHEREAS, the Agreement is being made in the exercise of SACHSE'S and DALLAS' respective governmental functions in the interest of the health, safety, and welfare of the general public.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, hereinafter set forth, DALLAS and SACHSE agree to perform the following acts and to be bound by the following statements to establish, operate, and maintain the Project:

I. LICENSE OF SITE FOR PROJECT USE

A. Site Selection. DALLAS and SACHSE have collaboratively identified and agree that the Site identified in this Agreement is suitable for the Project. SACHSE and DALLAS shall coordinate the location of all Project infrastructure on the Site, which final placement shall be subject to SACHSE's consent and shall be definitively marked and notated within the agreed upon perimeter of the Site as shown and depicted on the Site Plans, which are attached hereto as Exhibit A-1 (SACHSE SITE) and made a part hereof for all purposes related to this Agreement.

B. License of Site and Term. SACHSE does hereby grant DALLAS a limited nonexclusive, revocable license to collocate, install, use, and maintain DALLAS' P25 Radio Infrastructure at the Site for a term of fifteen (15) years ("Term"), beginning upon the effective date of this Agreement. This Agreement may be extended for additional terms upon mutual agreement of the parties.

C. Termination of Agreement. Either party may terminate this Agreement, at will and without cause, by giving advance written notice of termination to the other party not less than 365 days prior to the date of termination. Upon termination, DALLAS shall surrender the Site to SACHSE, with or without the Project radio communications equipment, which may be removed or abandoned by DALLAS at DALLAS's sole discretion. To the extent DALLAS does not remove Project radio communications equipment, SACHSE shall thereafter be the owner without any cost liability to DALLAS; provided however to extent DALLAS has constructed improvements for the Project, said improvements shall remain DALLAS property subject to SACHSE's right to purchase at the then fair market value reduced by the fair rental value of the Site for the period DALLAS occupied the Site.

II. DESCRIPTION OF PERMISSIBLE SITE USE FOR DALLAS P25 RADIO COMMUNICATIONS NETWORK

DALLAS acknowledges and agrees that the license granted by SACHSE under this agreement is limited to Project purposes only, as more particularly described in this Agreement, which include

and are limited to the following: (a) the initial construction of a communications shelter and GenSet, and related facilities or structures; (b) the transmission and reception of communications signals; (c) the construction, alteration, maintenance, repair, removal, replacement and relocation of related facilities, antennas, buildings, and other components of the Accessory Equipment as authorized by SACHSE; and (d) any activities determined by the SACHSE Public Works Department and DALLAS to be reasonably related to any of the foregoing. DALLAS shall not use the Site, or any part thereof, for any purpose other than as stipulated without the written consent from SACHSE.

The parties agree DALLAS shall use the Site only for the Project as follows:

A. 1. SACHSE SITE. The Site is owned by and in the control of SACHSE. SACHSE agrees to allow DALLAS to use this Site as described in this Agreement. The Site shall be and is hereby assigned and authorized for cooperative use by SACHSE and DALLAS during the Term and ongoing operation of the Project on the Site; provided however, to extent no interference is caused to the GMRS P25 System by the Project.

2. Installation of New Equipment Shelter. DALLAS has inspected the SACHSE SITE and determined that installation of a new equipment shelter is necessary and required to meet the functional and operational objectives of the Project. DALLAS shall, consistent with and pursuant to the specifications for a new equipment shelter ("New Equipment Shelter") which are attached hereto and incorporated herein as Exhibit "A-1, cause the installation of the New Equipment Shelter on the Site with expressed consent from SACHSE. For purposes of this Agreement, "Installation" shall mean grading and developing the Site consistent with Exhibit "A-1" and causing the New Equipment Shelter to be fully integrated into the Project and maintained operational during the Term.

3. Equipment Shelter Installation Costs and Ownership. DALLAS shall be solely responsible for all costs related to the Installation of the Site New Equipment Shelter, the cost for purchase or acquisition of Accessory Equipment needed for operation of the New Equipment Shelter, and any other installation costs. Ownership of the New Equipment Shelter shall during the Term remain with DALLAS.

B. 1. Installation of New GenSet. The Site does not contain an Existing GenSet to meet the operational objectives of the Project. DALLAS shall therefore be responsible for the installation of a new GenSet in accordance with the plans associated with that installation, which are attached hereto and incorporated herein as Exhibit "A-1". The installation of the GenSet on the Site must be reviewed and approved by SACHSE. For purposes of this Agreement, "Installation" shall mean grading and developing the Site consistent with Exhibit "A-1" and causing the GenSet to be fully functional and integrated with the P25 Radio Systems Project and maintained and operational during the Term.

2. GenSet Installation Costs. For any GenSet installed by DALLAS, DALLAS shall solely own the GenSet and all Accessory Equipment and DALLAS shall be solely responsible for the cost of installation of the GenSet, the cost for purchase or acquisition of Accessory Equipment needed for operation of the GenSet, and related operation costs.
- C. Utilities. During the Term of this Agreement, DALLAS shall pay for all power utilities arising out of the operation of the equipment shelter. Any cost associated with electrical upgrades and or any additional costs associated with the installation of new utility service done to support DALLAS' P25 Radio System Project will be paid for by DALLAS.

III. OBLIGATIONS OF BOTH DALLAS AND SACHSE

- A. Parties to Review Documents and Plans Prior to Installation or Remediation. All facilities construction, alteration, or improvement to be made to facilities machinery or facilities equipment installed in or to the Site that may interfere with existing radio communications equipment from either party requires all parties herein to review and approve of the plans, equipment, installation and materials prior to commencement of construction, alterations, or improvements at the Site.
- B. Right of Entry. SACHSE PUBLIC WORKS on behalf of SACHSE agrees to provide access with escort in and to the Site to DALLAS for all the purposes set forth in this Agreement. To the extent any of DALLAS's activities or actions under this Agreement are carried out or performed by authorized contracted party, SACHSE agrees the escorted access shall extend to such parties. During the term of this Agreement, DALLAS shall have access to the Site 24-hours-a-day, 7-days-a-week. SACHSE will provide DALLAS Radio Network Group with a 24 hour contact phone number.
- C. Maintenance and Replacement of Facility, Equipment, and Software. DALLAS shall be responsible for maintaining all Project related radio equipment and software, including replacement of Project equipment to ensure Project operations do not negatively impact SACHSE. As technology changes, DALLAS will continue to coordinate with SACHSE to maintain the most effective P25 Radio System.
- D. Assignment or Sublease. DALLAS shall not assign, sublet, or otherwise convey any rights, duties, or obligations under this Agreement without the prior written consent from SACHSE. SACHSE shall not assign this Agreement or sublet the Site, or any part thereof without first notifying DALLAS and it is determined mutually by the parties that said assignment or sublet will not cause interference or interruptions to the P25 Radio System.
- E. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added to this Agreement, by mutual written

agreement, a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

F. Non-Interference.

(1) DALLAS shall not use, nor shall DALLAS permit its employees, invitees or agents, to use the Site in any way that interferes with the GMRS P25 Radio System or the use of the Site or the equipment by SACHSE, or the authorized users, licensees, employees, invitees, or agents of SACHSE. Similarly, SACHSE shall not use, nor shall SACHSE permit its authorized users, licensees, employees, invitees, or agents to use any portion of the Site in any way that interferes with Project operations. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating the interference. In the event any such interference does not cease promptly once the parties have been notified, the parties acknowledge that continuing interference would be subject to the provisions of paragraph "P" herein below.

(2) If at any time during the term(s) of the Agreement, DALLAS causes interference with SACHSE's public safety equipment, DALLAS shall immediately cease its operations until such time as the conflict may be resolved.

(3) To the extent this Agreement provides DALLAS or SACHSE the ability or authority to approve any matter, DALLAS and SACHSE both agree that their approval shall not be unreasonably withheld, delayed or conditioned.

G. Waiver. Either DALLAS or SACHSE shall have the right to waive any requirement contained in this Agreement which is intended for the waiving party's benefit but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

H. Governing Law. This agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out this Agreement shall be in Dallas County, Texas.

J. Statutory Authority. The parties agree that this Agreement is entered into pursuant to the authority of Chapter 791 of the Texas Government Code. The parties hereto agree that this Agreement is for the performance of government functions and services as described in Chapter 791. Pursuant to the Inter-local Cooperation Act, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

K. Paragraph Headings; Construction. The paragraph headings contained in the Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. All parties have participated in the negotiation and

preparation of the Agreement and this Agreement shall not be construed either more or less strongly against or for any party.

L. Complete Agreement. This Agreement contains the entire agreement between DALLAS, and SACHSE with respect to the Site and its use in the Project, except as set forth herein, including any referenced exhibits attached hereto and in any written instruments executed in agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Site or the Project. This Agreement may be amended, modified, or supplemented only by an instrument in writing executed by DALLAS and SACHSE. Any alterations, additions or deletions to the terms of this Agreement required by changes in federal or state law or regulation will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

M. Counterparts. This Agreement has been executed in multiple counterparts, each of which shall be deemed an original, and all of which constitute but one and the same instrument.

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

O. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee as those terms are understood herein.

P. Dispute Resolution. The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other parties, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other parties whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Q. No Waiver of immunity of Defense. No party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one other or to any third-party except as otherwise provided by law.

R. Notice. Any notice or certification provided for in this Agreement to be given by any party to any of the other parties herein shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To City of SACHSE
Gina Nash,
City Manager
City of Sachse, Texas
3815 Sachse Road, Suite B
Sachse, Texas 75048
(972) 495-1212

To City of DALLAS
William Zielinski, Chief Information Officer
Information and Technology Services
City of Dallas
1500 Marilla Street,
Dallas, Texas 75201

DALLAS has executed this Agreement, signing by and through its City Manager, duly authorized pursuant to City Council Resolution No._____, approved on the ____ day of _____ 20___. SACHSE has executed this Agreement, through its Mayor pursuant to City Council Resolution No._____, passed on the ____ day of _____ 20__.

Effective as of the ____ (day) of _____ (month), 20__ (the “Effective Date”).

APPROVED AS TO FORM:

CHRISTOPHER J. CASO
City Attorney

CITY OF DALLAS
T.C. BROADNAX
City Manager

BY _____
Assistant City Attorney

BY _____
Assistant City Manager

APPROVED AS TO FORM:

CITY OF SACHSE

Joseph J. Gorfida Jr., City Attorney
(01-27-2021:TM 120359)

Mike Felix, Mayor

EXHIBIT "A-1"

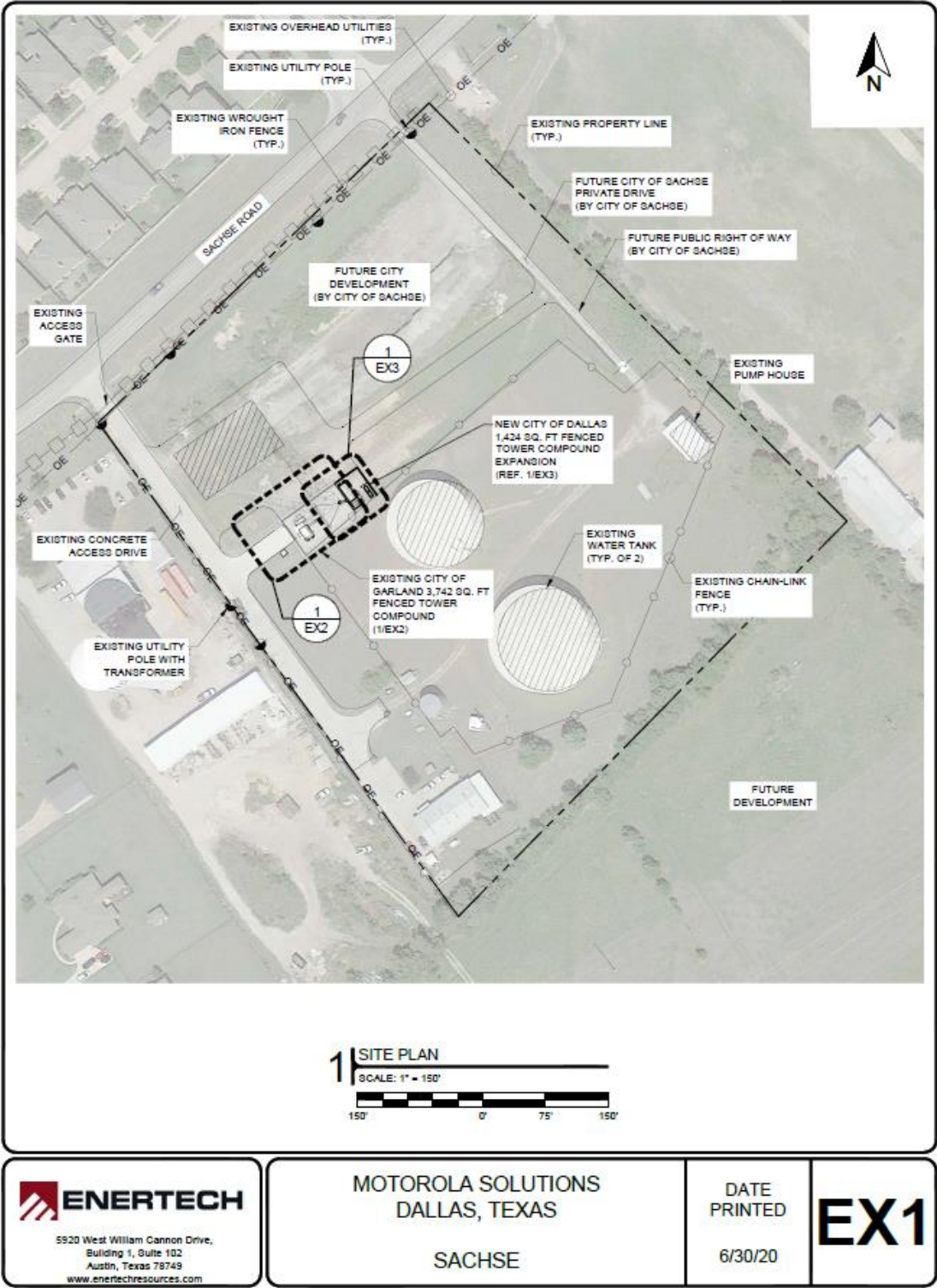
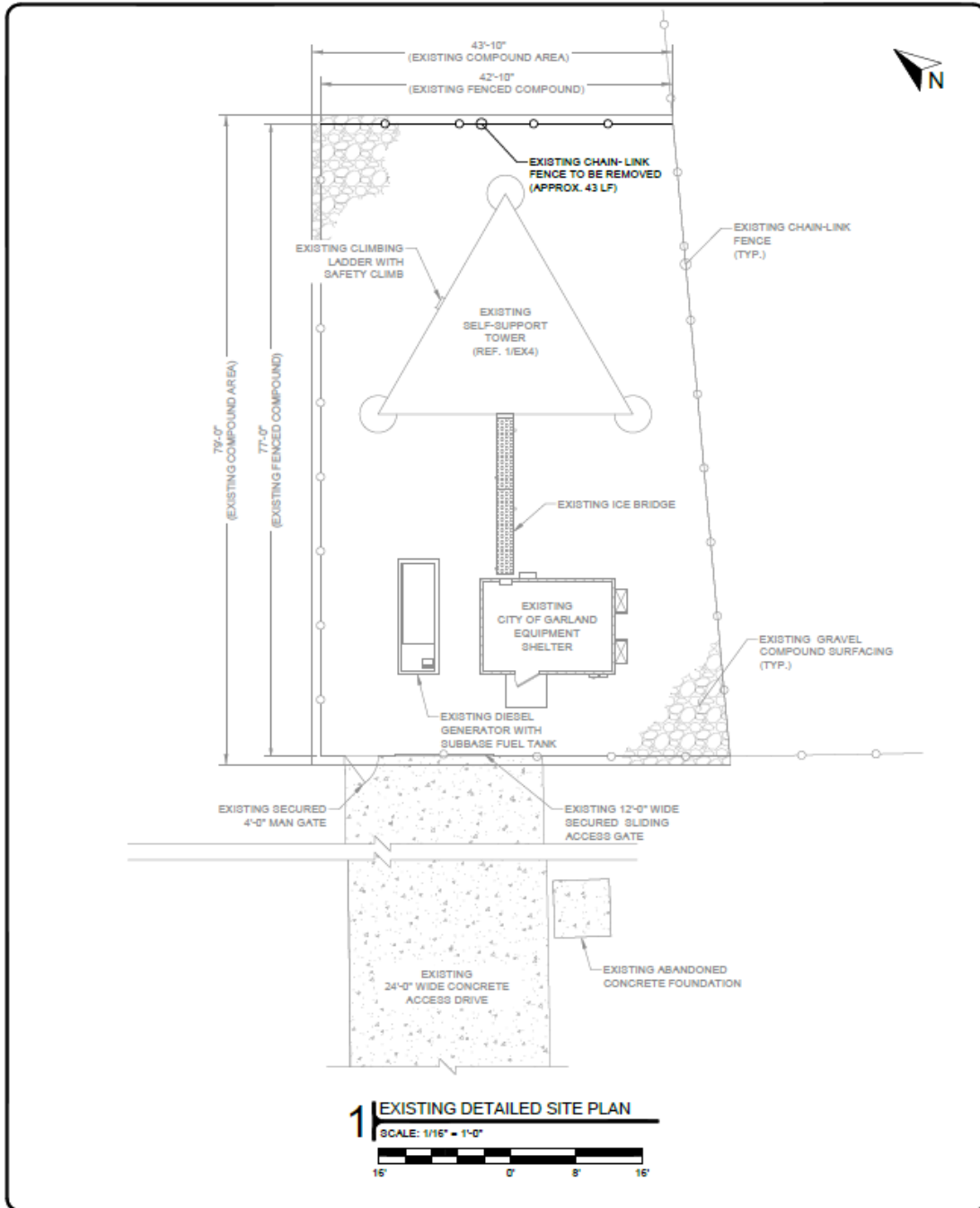


EXHIBIT "A-1"

5920 West William Cannon Drive,
 Building 1, Suite 102
 Austin, Texas 78749
www.enertechresources.com

MOTOROLA SOLUTIONS
 DALLAS, TEXAS

SACHSE

DATE
 PRINTED

6/30/20

EX2

EXHIBIT “A-1”

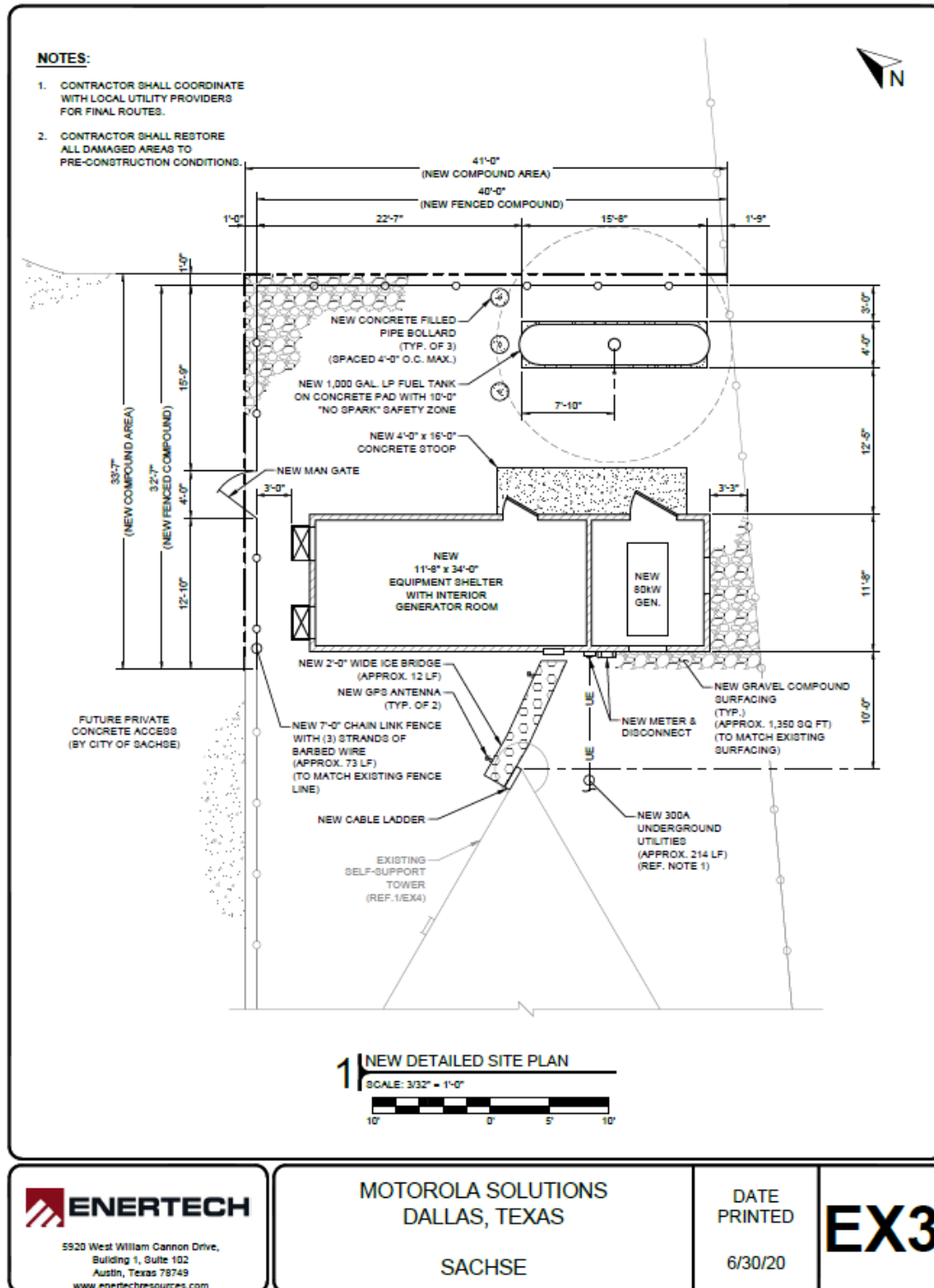
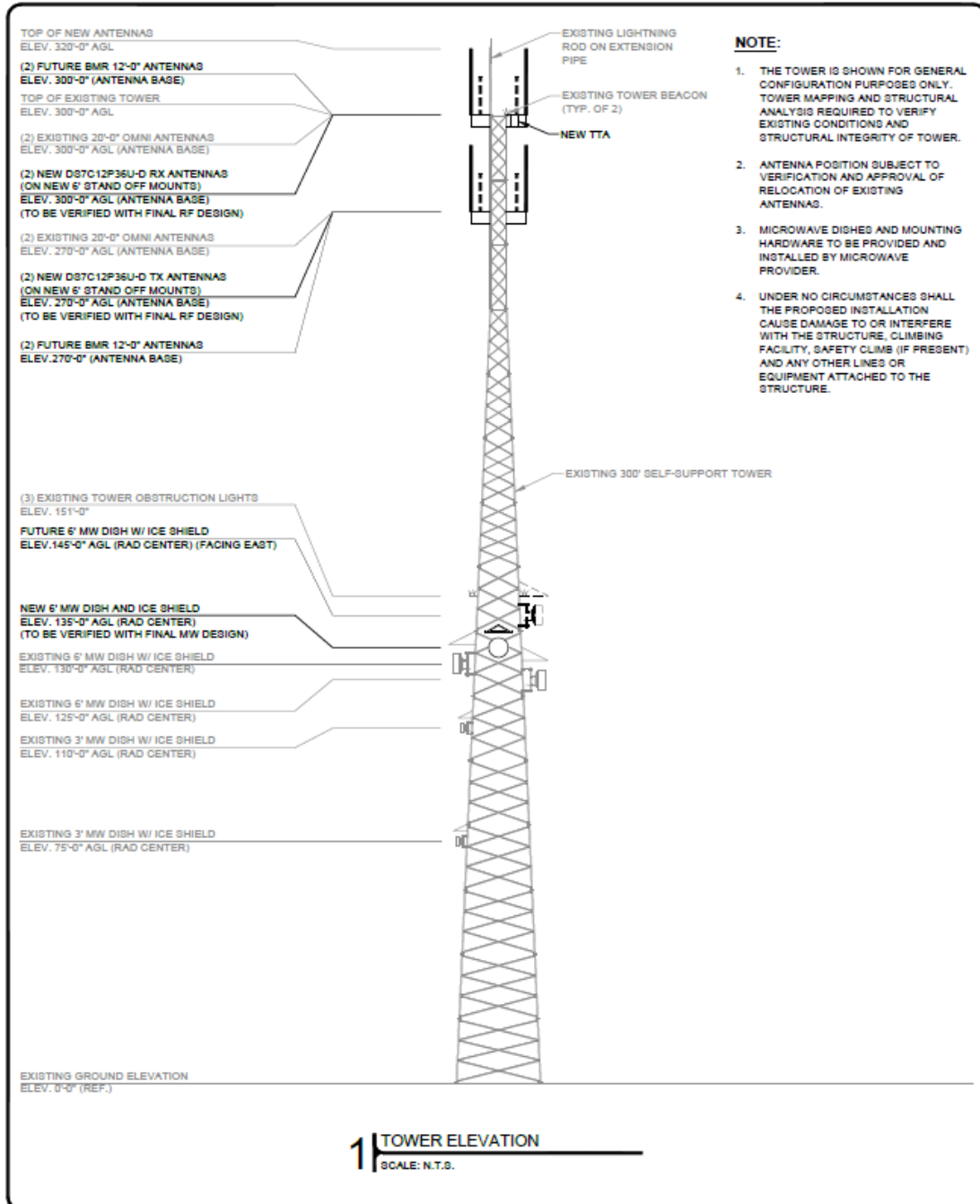


EXHIBIT "A-1"



5920 West William Cannon Drive,
Building 1, Suite 102
Austin, Texas 78749
www.enertechresources.com

MOTOROLA SOLUTIONS
DALLAS, TEXAS

SACHSE

DATE
PRINTED

6/30/20

EX4

City of Dallas Interlocal Agreement for Public Safety Communication Facilities

City Council Meeting
October 18, 2021



Overview

- Background
- Project Location
- Project Description
- Staff Recommendations
- Next Steps



Background

- In 2017, the City of Dallas, through the Dallas County Inter Local Agreement, procured and entered into a contract with Motorola Solutions Inc. for completion of the P25 compliant countywide digital public radio system
- The radio tower has installations for the Garland, Mesquite, Rowlett, Sachse (GMRS) P25 radio system
- It is currently used by Public Safety and Public Works groups located in Dallas County



Background

- This project will help expand and upgrade the facility to obtain the maximum radio interoperability and reliability between the City of Dallas and its other governmental entities in Dallas County
- Other governmental entities within the regional area surrounding Dallas would be able to communicate during catastrophic, special use circumstances or during daily operations
- This project is necessary to establish and enable a countywide equipment installation to achieve coverage spanning beyond the City of Dallas' jurisdictional boundaries



Project Location



ENERTECH
8020 Wind William-Gaston Drive,
Building 1, Suite 102
Austin, Texas 78749
www.enertechusa.com

DATE
PRINTED
8/30/20

EX2



DATE
PRINTED
6/30/20

EX3



DATE
PRINTED
6/30/20

EX4

The City of
SACHSE

Staff Recommendations

- Approve a Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the Interlocal Agreement regarding construction, location, and use of Public Safety/Public Works' communications facilities entered into between the City of Sachse and the City of Dallas, Texas



Next Steps

- Staff will work with the City of Dallas to coordinate site access and construction of the expansion and upgrades
- Construction is expected to start in late October or early November





Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	1. Discuss and consider naming an interim City Secretary.
Access	Public
Type	Action, Discussion
Recommended Action	Discuss and consider naming an interim City Secretary.

Public Content

BACKGROUND

The previous City Secretary vacated the position in September 2021.

POLICY CONSIDERATIONS

Per the City's Charter, the City Council must name an interim City Secretary to act in the position until it is filled.

RECOMMENDATION

Discuss and consider naming an interim City Secretary.



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	3. Conduct a public hearing and consider an ordinance authorizing the creation of Tax Increment Reinvestment Zone No. Three, City of Sachse, under Chapter 311 of the Texas Tax Code for approximately 799.31 acres of land generally located along State Highway (SH) 78, within the City of Sachse in both Dallas County, Texas, and Collin County, Texas.
Access	Public
Type	Action, Information
Preferred Date	Oct 18, 2021
Absolute Date	Oct 18, 2021
Recommended Action	Conduct a public hearing and approve an ordinance authorizing the creation of Tax Increment Reinvestment Zone No. Three, City of Sachse, under Chapter 311 of the Texas Tax Code for approximately 799.31 acres of land generally located along State Highway (SH) 78, within the City of Sachse in both Dallas County, Texas, and Collin County, Texas.

Public Content

BACKGROUND

SH 78 is a primary arterial roadway that bisects the City of Sachse and features a high concentration of the city's commercially developed property. As Sachse gets closer to build-out, the amount of undeveloped property opportunities decrease, while the price increases. Additionally, within the SH 78 corridor is Old Town, recognized as the "Heart of Sachse" and identified as a catalytic area in the adopted comprehensive plan. The City recognizes an opportunity to create a Tax Increment Reinvestment Zone (TIRZ) to guide future development in the area which reflects the City's Comprehensive Plan and zoning ordinance. Creating a new TIRZ district will promote future investment and improvements within the boundary that will lead to a more economically resilient community.

The City of Sachse currently has two active TIRZ districts; TIRZ No. 1 and TIRZ No. 2. Both of these existing TIRZ districts are located near the President George Bush Turnpike (PGBT). TIRZ No. 1 was established in 2003 and is due to expire in 2028. TIRZ No. 2 was established in 2018 and is due to expire in 2038.

Only the governing body of a city or county may initiate a TIRZ. Once a City begins the process of establishing a Tax Increment Reinvestment Zone, other taxing units may consider participating in the zone.

A TIRZ project jump starts development to encourage growth and, ultimately, generate new tax revenue. The benefits of a TIRZ include:

- building needed public infrastructure in areas lacking adequate development to attract businesses;
- encouraging development, thereby increasing property values and long-term property tax collections; and
- reducing the cost of private development by providing reimbursement for eligible public improvements.

OVERVIEW

During the September 6, 2021, meeting, the City Council received a presentation from Trent Petty with Petty & Associates regarding the possible creation of a Tax Increment Reinvestment Zone (TIRZ) No. Three. City Council directed the City Manager to bring forward a resolution at the September 20, 2021, meeting, calling for a public hearing to be held on the October 18, 2021, meeting. At its September 20, 2021, meeting, City Council approved the resolution calling for the public hearing on October 18 to create TIRZ No. 3.

POLICY CONSIDERATIONS

Tax Increment Reinvestment Zones are one of many economic development tools available to cities and counties. These zones allow cities to use increased revenues captured, because of the incremental value-added as a result of the development, to reimburse developers for making such improvements.

RECOMMENDATION

Conduct a public hearing and approve an ordinance creating Tax Increment Reinvestment Zone No. Three, City of Sachse, under Chapter 311 of the Texas Tax Code for approximately 799.31 acres of land generally located along State Highway (SH) 78, within the City of Sachse in both Dallas County, Texas, and Collin County, Texas.

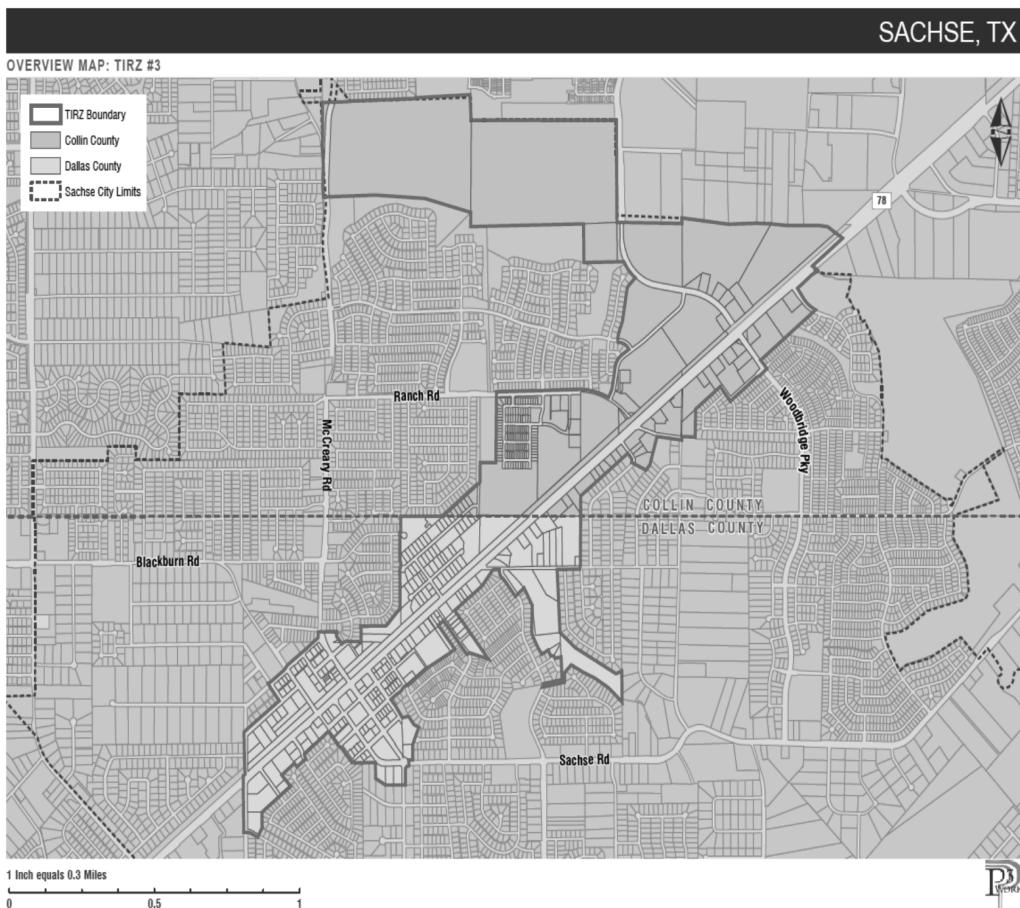
[Sachse Notice of Public Hearing for TIRZ Number Three.pdf \(820 KB\)](#)

[TIRZ No. 3_Presentation.pdf \(1,108 KB\)](#)

[20210909-Sachse-Ord Designating TIF Zone No 3-124685.pdf \(5,723 KB\)](#)

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL
OF THE CITY OF SACHSE, TEXAS

The City Council of the City of Sachse, Texas, will conduct a public hearing on Monday the 18th day of October 2021 at 7:00 p.m. at the City Council Chambers, Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the designation of Tax Increment Reinvestment Zone Number Three under Chapter 311 of the Texas Tax Code for approximately 799.31 acres of land generally located along State Highway (SH) 78, within the City of Sachse, in both Dallas County, Texas and Collin County, Texas. A detailed description and map of the property to be included in the proposed zone are available at the City Manager's Office at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas. The boundaries of proposed Reinvestment Zone Number Three are described in the following map:



Interested persons are entitled to speak and present evidence for or against the designation of the Tax Increment Reinvestment Zone Number Three, and its boundaries, or the concept of tax increment financing.

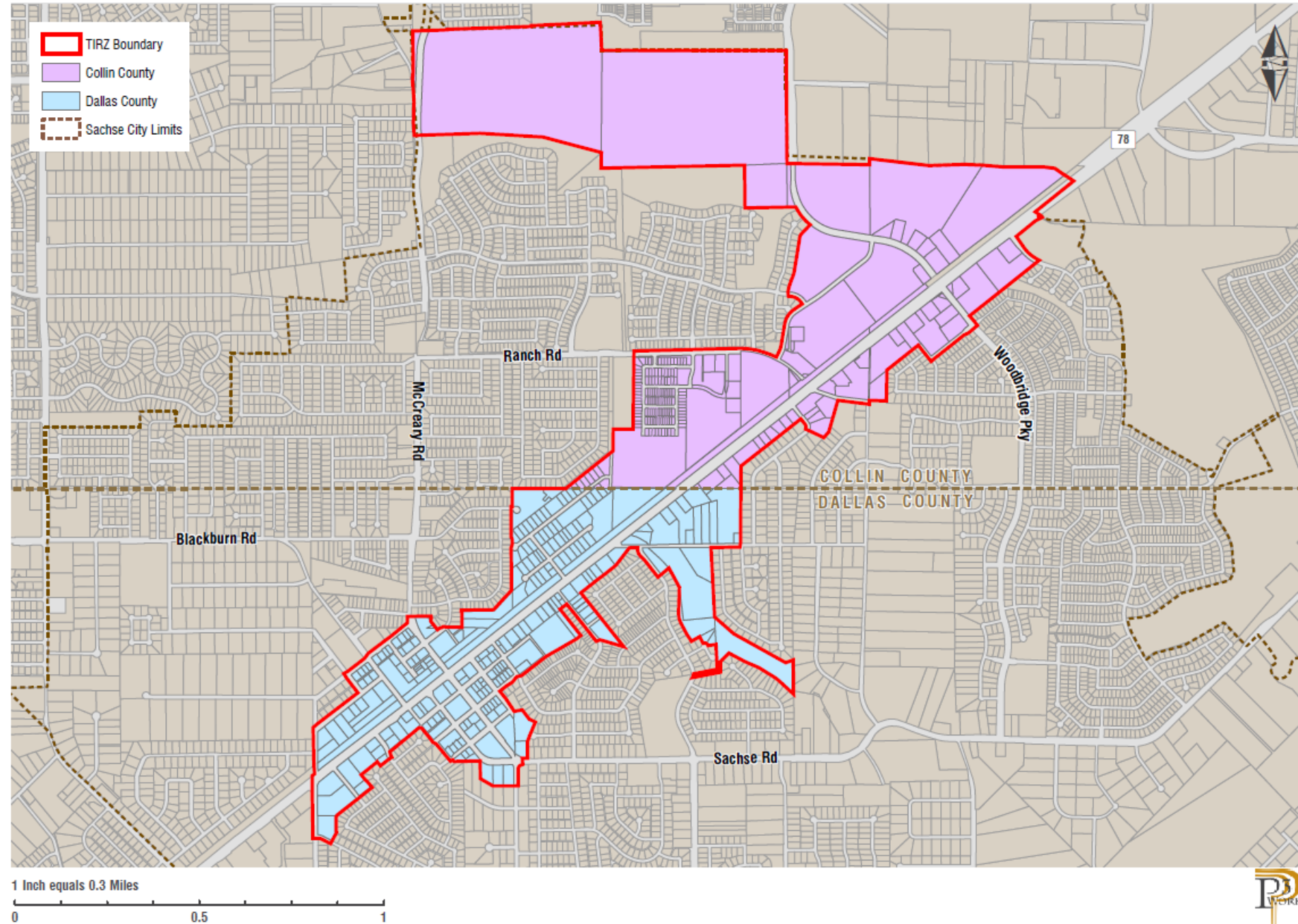
If you wish for your opinion to be part of the record, but are unable to attend, you may send a written reply prior to the date of the public hearing to Sachse City Manager at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas.

TIRZ No. 3

City Council
October 18, 2021



OVERVIEW MAP: TIRZ #3



The “TIRZ” Tool – Overview

- A widely used economic development tool that allocates revenues for public improvements with **no new taxes**.
- City directed public improvements become attractive investments to private developers in areas that need development or redevelopment.
- Public improvements are paid for over time by allocating a portion of the newly generated revenues collected inside the zone.
- 100% controlled by the City.
- No up-front costs required.
- **No Debt TIRZ** (also called “Pay as You Go”) has **no** impact on the City’s bond rating or debt capacity.



TIRZ Defined

- “Tax increment financing is a tool that local governments can use to publicly finance needed structural improvements and enhanced infrastructure within a defined area. These improvements usually are undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. The statutes governing tax increment financing are located in Chapter 311 of the Tax Code.”



Example

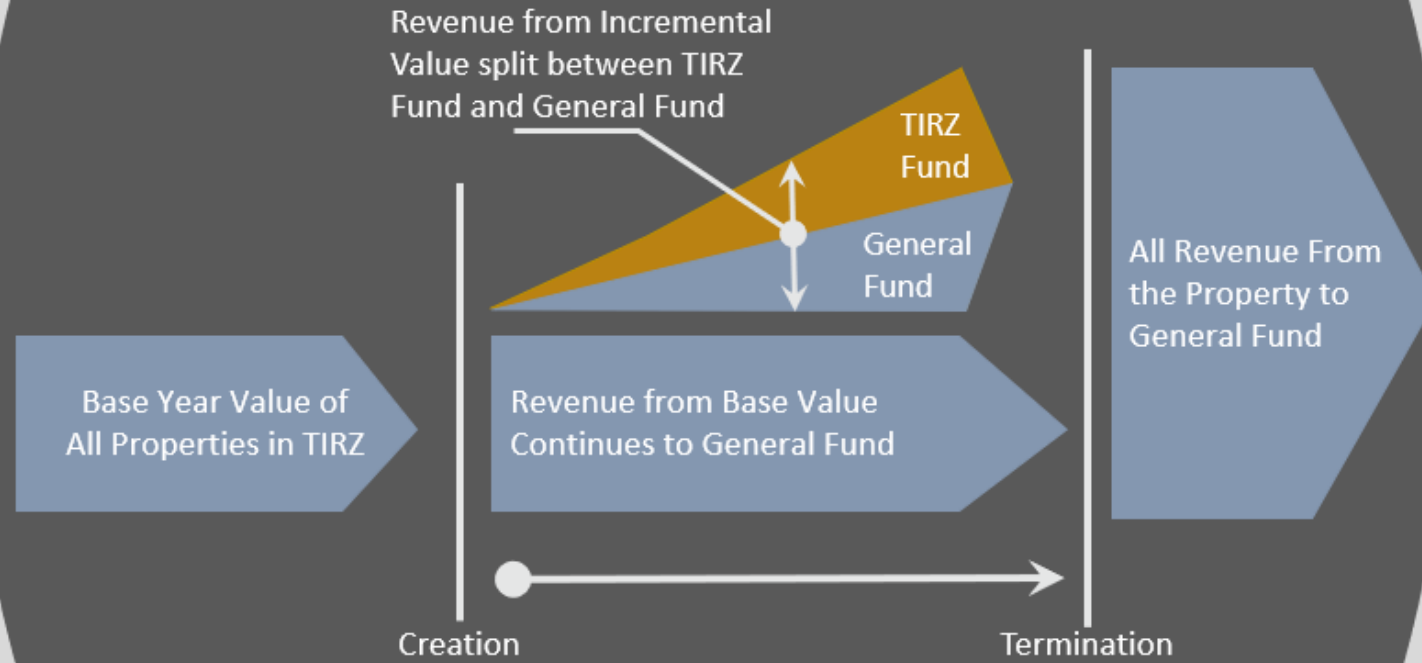
- Property A is valued on January 1, 2020, for \$1,000,000.
- The appraised value for January 1, 2021, goes up 3% making the property value \$1,030,000.
- The new tax increment that goes into the TIRZ fund is the tax collected on the \$30,000 value increase.

OR

- Property A is vacant and valued at \$100,000.
- Property A is improved with improvements valued at \$1,000,000 making the new property value \$1,100,000.
- The new tax increment that goes into the TIRZ fund is the tax collected on the \$1,000,000 in new improvements.



TIRZ Illustrated



Reasons to Consider a TIRZ

- Need for major public improvements to support sound growth and development.
- Lack of capital or debt funding to pay the infrastructure costs up front.
- Regional benefits that exceed the benefits realized within the boundaries of the area.
- Redevelopment of areas within the zone is impaired due to lack of public infrastructure and investment.
- Allows other local taxing entities (not including schools) to participate at their own discretion.



Creation Process



Proposed TIRZ No. 3

Assumptions

- City participation: 50%
- Collin County participation: 50%

Acreage

- 799.31 Acres

Base Taxable Value

- \$238.4 million

Term

- 2021-2051

Percent of city's real property value

- Statutory Maximum – 50%
- Proposed Zone – 8.76%*

*Entire TIRZ #3 boundary

Percent of Zone considered residential

- Statutory Maximum – 30%
- Proposed Zone – 11.44%*

Projected TIRZ Fund – \$60 million

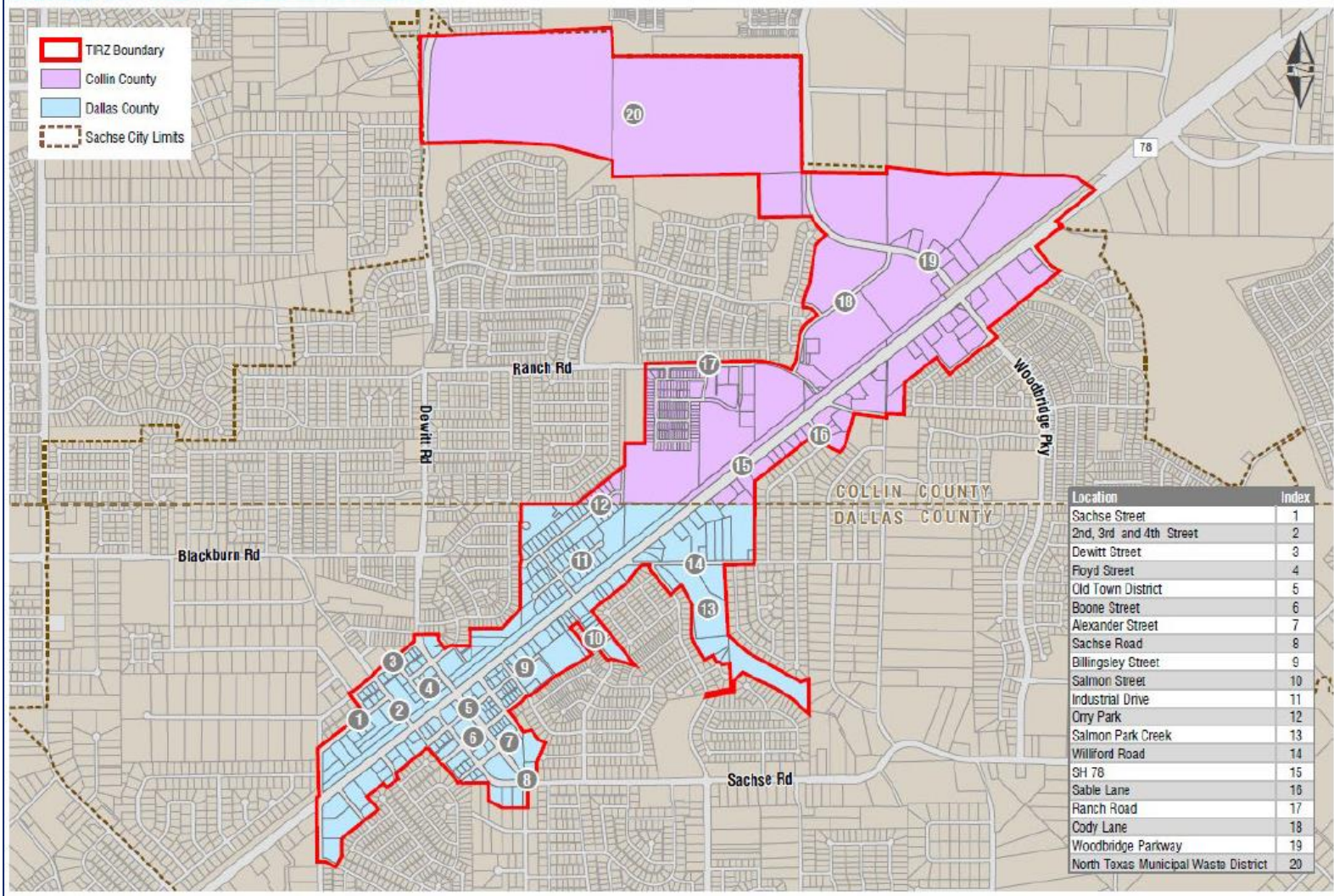
- City - \$50.6 million
- Collin County - \$9.9 million



Location of Public Improvements

Public Improvement	Location	County	Estimated Cost
Streets	Ranch Road	Collin	\$ 750,000
Streets	Woodbridge Parkway	Collin	\$ 750,000
Sewer	Williford Road	Collin	\$ 400,000
Sewer	Salmon Street	Dallas	\$ 500,000
Sewer	Salmon Street	Dallas	\$ 350,000
Sewer	SH 78	Dallas	\$ 175,000
Sewer	SH 78	Dallas	\$ 200,000
Sewer	SH 78	Dallas	\$ 250,000
Water	Sable Lane	Collin	\$ 200,000
Water	Industrial Drive	Dallas	\$ 750,000
Drainage	Salmon Park Creek	Dallas	\$ 500,000
Drainage	SH 78	Dallas	\$ 1,500,000
Drainage	Orry Park	Dallas	\$ 4,500,000
Drainage	Woodbridge Parkway	Collin	\$ 250,000
Streets	Sachse Street	Dallas	\$ 4,000,000
Streets	Dewitt Street	Dallas	\$ 3,000,000
Streets	Floyd Street	Dallas	\$ 750,000
Streets	Industrial Drive	Dallas	\$ 2,500,000
Streets	2nd, 3rd and 4th Street	Dallas	\$ 3,250,000
Streets	Billingsley Street	Dallas	\$ 3,000,000
Streets	Boone Street	Dallas	\$ 2,000,000
Streets	Alexander Street	Dallas	\$ 750,000
Streets	Sachse Road	Dallas	\$ 2,500,000
Parking	Old Town District	Dallas	\$ 5,000,000
Economic Development Grants	Old Town District, SH 78, NWC SH 78 & Ranch Road, NWC Ranch Road & Cody Lane, SWC Cody Lane and Woodbridge Parkway	Dallas/Collin	\$ 8,000,000
Environmental	Old Town District, SH 78	Dallas/Collin	\$ 2,000,000
Façade Improvements	Old Town District, SH 78	Dallas/Collin	\$ 5,000,000
Environmental	Old Town District, SH 78	Dallas/Collin	\$ 3,000,000
Land Acquisition	Old Town District, SH 78, NWC Hwy 78 & Ranch Road, NWC Ranch Road & Cody Lane, SWC Cody Lane and Woodbridge Parkway	Dallas/Collin	\$ 10,000,000
Landscaping Improvements	Old Town District, SH 78, Ranch Road, Cody Lane	Dallas/Collin	See Above
Drainage	Old Town District, SH 78, Woodbridge Parkway, Salmon Park	Dallas/Collin	\$ 500,000
Drainage	Orry Park area, Woodbridge Parkway, Old Town District, Salmon Park	Dallas/Collin	\$ 3,000,000
Professional Services	N/A	Dallas/Collin	\$ 2,000,000
Parks and Open Space	NTMWD property	Collin	\$ 5,000,000
Landscaping Improvements	SH 78	Dallas/Collin	\$ 3,000,000
Public Improvements Subtotal			\$ 79,325,000
Administrative Costs			\$ 405,681
Total Project Costs			\$ 79,730,681

OVERVIEW MAP: TIRZ #3 - PUBLIC IMPROVEMENTS



Next Steps

- **City Council Action Requested: Conduct a public hearing and consider an ordinance authorizing the creation of Tax Increment Reinvestment Zone No. Three, City of Sachse, under Chapter 311 of the Texas Tax Code for approximately 799.31 acres of land generally located along State Highway (SH) 78, within the City of Sachse in both Dallas County, Texas, and Collin County, Texas.**



City of Sachse
TIRZ No. 3 - Milestone Schedule
DRAFT FOR DISCUSSION ONLY

Objective	Calendar			
	September	October	November	December
TIRZ Creation				
Council Workshop on TIRZ	7-Sep-21			
Resolution Calling Public Hearing	20-Sep-21			
Agenda Items Due Date		15-Oct-21		
City Council Meeting - TIRZ Creation		18-Oct-21		
County Participation¹				
Meeting w/ Commissioner	8-Sep-21			
Agenda Items Due Date		25-Oct-21		
Court Briefing			1-Nov-21	
Formal Approval			15-Nov-21	
Final Plan Approval				
Conference Call w/ City Staff ¹			22-Nov-21	
Agenda Items Due Date				2-Dec-21
City Council Meeting - Final Plan Approval				6-Dec-21

1) Dates are projections and subject to change until confirmation from Staff.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF SACHSE, DALLAS AND COLLIN COUNTIES, TEXAS, AS TAX INCREMENT REINVESTMENT ZONE NO. THREE, CITY OF SACHSE; ESTABLISHING THE BOUNDARIES OF SUCH TAX INCREMENT ZONE; CREATING A BOARD OF DIRECTORS FOR SAID TAX INCREMENT REINVESTMENT ZONE AND OTHER MATTERS RELATED THERETO; CONTAINING FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to promote the development or redevelopment of a certain geographic area within the City by the creation of a tax increment reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”); and

WHEREAS, in compliance with the Act, the City called a public hearing to receive public comments on the creation of the proposed Tax Increment Reinvestment Zone No. Three, City of Sachse (the “Reinvestment Zone” or the “Zone”) and its benefits to the City and the property in the proposed Reinvestment Zone; and

WHEREAS, in compliance with the Act, notice of the public hearing was published in a paper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, to wit, on the 18th day of October 2021, 7:00 p.m., at the Council Chambers in the City Hall of the City of Sachse, Texas, which hearing was then closed; and

WHEREAS, the City, at such hearing, invited any interested person, or the person's representative, to appear and speak for or against the creation of the Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, as described in Exhibit “A” attached hereto, and as depicted in the map attached hereto as Exhibit “B”, whether all or part of the territory described in Exhibit “A” and as depicted in Exhibit “B” should be included in such proposed Reinvestment Zone, the concept of tax increment financing,

WHEREAS, all owners of property located within the proposed Reinvestment Zone were given the opportunity at such public hearing to protest the inclusion of their property in the proposed Reinvestment Zone; and

WHEREAS, the City has prepared a preliminary reinvestment zone project and financing plan attached hereto as Exhibit “C”.

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

SECTION 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. The City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law.
- (b) That creation of the proposed Reinvestment Zone with boundaries as described in Exhibit “A” and as depicted in Exhibit “B” will result in benefits to the city, its residents and property owners, in general, and to the property, residents, and property owners in the Reinvestment Zone.
- (c) That the Reinvestment Zone, as described in Exhibit “A” and as depicted in Exhibit “B,” meets the criteria for the creation of a reinvestment zone as set forth in the Act in that it is a geographic area located wholly within the corporate limits of the city and the area meets the criteria set forth in the Act for designation as a reinvestment zone under Tax Code Section 311.005.
- (d) That the total appraised value of taxable real property in the proposed Reinvestment Zone and in existing reinvestment zones does not exceed fifty percent (50%) of the total appraised value of taxable real property in the city and in the industrial districts created by the City.
- (e) That the proposed improvements in the Reinvestment Zone will significantly enhance the value of all taxable real property in the Reinvestment Zone and will be of general benefit to the city.
- (f) That the development or redevelopment of the property in the proposed Reinvestment Zone will not occur solely through private investment in the reasonably foreseeable future.
- (g) That not more than more than thirty percent (30%) of the property in the proposed Reinvestment Zone, excluding property that is publicly owned, is used for residential purposes.
- (h) That the proposed Zone is predominantly open and, because of obsolete platting, deterioration of structures, or site improvements, or other factors substantially impair or arrest the sound growth of the municipality. That the proposed Reinvestment Zone meets the requirements of Tax Code Section 311.005, as the Zone is predominantly open or undeveloped and, because of obsolete platting,

deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the city.

SECTION 3. The City hereby creates the Reinvestment Zone over the area described in Exhibit “A,” attached hereto, and as depicted in the map attached as Exhibit “B,” and such Reinvestment Zone shall hereafter be identified as “Reinvestment Zone No. Three, City of Sachse” (the “Highway 78 Zone” or “Reinvestment Zone No. Three”).

SECTION 4. There is hereby established a Board of Directors for the Zone, which shall consist of at least five (5) but not more than fifteen (15) members, unless more members are required to be appointed to satisfy the requirements of Section 311.009, Tax Code. The Board of Directors of Reinvestment Zone No Three shall be appointed as follows:

- (a) The City shall be entitled to appoint a minimum of five (5) and a maximum of ten (10) members of the Board of Directors, except that if there are fewer than five (5) directors appointed by taxing units other than the City, the City Council may appoint more than ten (10) members as long as the total membership of the Board of Directors does not exceed fifteen (15) members. The City Council shall appoint its initial members to the Board of Directors within sixty (60) days after passage of this Ordinance. The seats on the Board of Directors shall be designated by place number (e.g., Director Place 1, Director Place 2, Director Place 3, etc.).
- (b) Each member of the Board of Directors shall be a resident of the county in which the Zone is located or a county adjacent to that county, or shall own real property in the Zone, whether the individual resides in the county in which the Zone is located or a county adjacent to that county.
- (c) Each taxing unit other than the City that levies taxes on real property in the Zone may appoint one member of the Board if the taxing unit has approved the payment of all or part of the tax increment produced by the taxing unit into the tax increment fund for the Zone. A taxing unit eligible to appoint a member to the Board of Directors may waive such right. If a taxing unit waives its right to appoint a member of the Board, the City may appoint a member to the Board of Directors to such position. The governing body of each taxing unit, other than the City, eligible to appoint a member to the Board of Directors shall appoint such member within sixty (60) days after such taxing unit has entered into an agreement with the City for payment of all or part of the tax increment produced by such taxing unit into the tax increment fund for the Zone.
- (d) A vacancy on the Board shall be filled as set forth in the Act. All members appointed to the Board shall meet eligibility requirements as set forth in the Act.
- (e) The terms of the Board members shall be two years. To provide for staggered terms, the initial Directors appointed to odd-numbered positions shall be appointed for two-year terms, while the initial Directors appointed for even-numbered positions shall be appointed for one-year terms. All subsequent appointments shall be for

terms of two years. Each year, the City Council shall designate a member of the Board to serve as Chairperson of the Board of Directors. The Chairperson shall serve a term of office of one year. The Board of Directors shall elect from its members a Vice-Chairperson and other officers, as it deems appropriate.

- (f) The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare and adopt a project plan and financing plan for the Reinvestment Zone and must submit such plans to the City Council for its approval. The Board of Directors shall prepare required annual reports on the status of the Reinvestment Zone, which shall be subject to the approval of the City Council. The Board of Directors may not enter into any agreements to implement the project plan and reinvestment financing zone plan without the express authorization of the City Council.

SECTION 5. The Zone shall take effect on the adoption of this Ordinance, and the termination of the Zone shall occur on December 31, 2051, or at an earlier time designated by subsequent Ordinance of the City Council, or at such time, subsequent to the issuance of any tax increment bonds, if any, that all project costs, tax increment bonds, notes or other obligations of the Zone, and the interest thereon, if any, have been paid in full.

SECTION 6. The Tax Increment Base for the Zone, which is the total appraised value of all taxable real property located in the Zone, is to be determined as of January 1, 2021, the year in which the Zone was designated as a tax increment financing reinvestment zone (the “Tax Increment Base”). Tax Increment Base means the total appraised value of all real property taxable by a Taxing Unit and located in the Zone for the 2021 tax year. Tax Increment means the amount of property taxes levied and collected by the City and by a Taxing Unit for that year on the captured appraised value of real property taxable by the City and Taxing Unit and located in the Zone. Captured Appraised Value means the total appraised value of all real property taxable by the City and a Taxing Unit and located in the Zone for the year less the Tax Increment Base of the City and a Taxing Unit. For purposes of this Ordinance, “Taxing Unit” means Dallas or Collin County, and any other political subdivision or special district that taxes real property within the Zone that enters into an agreement with the City for the payment of all or part of the Tax Increment produced by such other Taxing Unit into the Tax Increment Fund for the Zone.

SECTION 7. There is hereby created and established a Tax Increment Fund for the Zone which may be divided into such sub-accounts as may be authorized by subsequent Ordinance, into which all Tax Increments, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. All Tax Increments as defined herein shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any sub-accounts are to be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of the City. In addition, all revenues from the sale of any tax increment bonds, notes or certificates of obligation, hereafter issued by the City; revenues from the sale of any property acquired as part of the Reinvestment Zone financing plan; and any other revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund or sub-account from which money will be disbursed to pay project costs for the Zone or to satisfy the claims of holders of tax increment bonds, notes or certificates of obligations issued for the Zone.

SECTION 8. The City will participate in the Zone by contributing fifty percent (50%) of the City's Tax Increment from real property ad valorem taxes in the Zone assessed and collected for tax years beginning January 1, 2021, and continuing until termination of the Zone.

SECTION 9. The Mayor or City Manager is hereby authorized to execute any contracts or other agreements with any taxing units that elect to enter into an agreement with the City for payment of all or part of the Tax Increment produced by such other Taxing Unit into the Tax Increment Fund for the Zone.

SECTION 10. All Ordinances of the City of Sachse, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said Ordinances not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 11. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 12. This Ordinance shall take effect upon its passage and the 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 18th day of October 2021.

APPROVED:

Mike J. Felix, Mayor

DULY ENROLLED:

Leah K Granger, Interim City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(PGS:10-8-21 TM 124685)

EXHIBIT “A”
BOUNDARIES DESCRIPTION

County	Account Number	Taxable Value	Acres
Dallas	480065800A02A0000	\$269,500	0.2296
Dallas	480066700A0010000	\$425,000	0.3673
Dallas	480066000B0050000	\$389,170	0.3444
Dallas	480066000B0040000	\$167,000	0.3673
Dallas	480065800B0010000	\$365,790	0.4591
Dallas	48000500220010000	\$0	0.2579
Dallas	48000500100030000	\$79,800	0.3005
Dallas	65124847017010300	\$0	0.2835
Dallas	48000500150030000	\$220,110	1.04
Dallas	48004520010110000	\$4,000	0.0537
Dallas	480005001209R0000	\$197,110	0.2755
Dallas	48000500220050000	\$0	0.4676
Dallas	65124847017010200	\$0	1.6035
Dallas	48000500100110000	\$10,000	0.1947
Dallas	48000500110060000	\$47,684	0.3534
Dallas	480005601704R0000	\$279,240	0.5564
Dallas	48000500170020000	\$249,410	0.4132
Dallas	65124847010440000	\$0	1.334
Dallas	48000500220020000	\$0	0.37
Dallas	48000500110040000	\$52,500	0.18
Dallas	48000500120010000	\$147,950	0.2755
Dallas	48000500120100000	\$75,000	0.2755
Dallas	480066200100A0000	\$243,660	0.5051
Dallas	480066700A0030000	\$460,000	0.6047
Dallas	48000500100010000	\$71,400	0.323
Dallas	48000500120030000	\$0	0.2204
Dallas	480005001804R0000	\$251,510	1.081
Dallas	480065800A0010000	\$404,760	0.4591
Dallas	480066700A0040000	\$983,500	1.164
Dallas	48000500210010000	\$920,000	1.7878
Dallas	48000500120050000	\$0	0.1653
Dallas	480066000B0060000	\$270,000	0.3903
Dallas	48000500100050000	\$50,400	0.1679
Dallas	48000500100060000	\$105,270	0.2974
Dallas	48000500200030000	\$105,730	0.222
Dallas	480066200100B0000	\$270,430	0
Dallas	480065800A02B0000	\$169,310	0.2296

County	Account Number	Taxable Value	Acres
Dallas	48000500100080000	\$126,000	0.4414
Dallas	48000500120060000	\$79,322	0.2755
Dallas	48000500160010000	\$231,080	1.365
Dallas	480066400C09A0000	\$243,000	0
Dallas	480065800B0030000	\$382,500	0.4591
Dallas	480066700A0020000	\$294,000	0.3673
Dallas	48000500100040000	\$50,400	0.1847
Dallas	48000500200040000	\$123,860	0
Dallas	480066700A0070000	\$278,400	0
Dallas	48KANSASCITYSOU00	\$0	4.778
Dallas	65124847010360000	\$0	2.39
Dallas	48000500120040000	\$0	0.1653
Dallas	48KANSASCITYSOU00	\$0	1.58
Dallas	48KANSASCITYSOU00	\$0	3.368
Dallas	480065800B0020000	\$429,180	0.4591
Dallas	48000500200010000	\$33,218	0.242
Dallas	65124847017010000	\$72,200	1.6575
Dallas	48000500160130000	\$195,330	0.5697
Dallas	48000500160040000	\$550,140	1.08
Dallas	480065800C02B0000	\$229,910	0
Dallas	48000500110050000	\$50,400	0.1785
Dallas	48011900010010000	\$0	1.042
Dallas	65174775110150100	\$141,130	1.62
Dallas	65174775110030000	\$84,940	0.67
Dallas	65124847010160000	\$86,250	0
Dallas	65124847110020000	\$157,830	0.3354
Dallas	65124847110290000	\$45,780	0.2398
Dallas	480115502511R0000	\$414,430	0.731
Dallas	48000500360080000	\$41,970	0.1674
Dallas	48000500350060100	\$89,000	0.11
Dallas	48000500350070000	\$177,500	0.1765
Dallas	48000500390030000	\$156,020	0.4582
Dallas	480010000A0000000	\$430,000	0.6104
Dallas	65174775110110000	\$283,070	1.407
Dallas	65124847010120100	\$0	2.824
Dallas	48000500390020000	\$66,073	0.1813
Dallas	485070600G0040000	\$204,578	0

EXHIBIT “A”
BOUNDARIES DESCRIPTION

County	Account Number	Taxable Value	Acres
Dallas	48000500360050000	\$42,000	0.1377
Dallas	48000500360070000	\$0	0.1692
Dallas	48000500390010100	\$111,150	0.1813
Dallas	48000500400020000	\$0	0.4318
Dallas	48000500410030100	\$85,091	0.2325
Dallas	480114400A0010000	\$1,664,480	1.825
Dallas	48001320010010000	\$0	1.768
Dallas	48000500230040000	\$0	0.6767
Dallas	48000500370010000	\$363,470	2.5
Dallas	48000500350060000	\$86,000	0.1
Dallas	48000500350080000	\$173,000	0.1887
Dallas	65124847010120000	\$304,540	2.297
Dallas	48000500330040000	\$84,000	0.2783
Dallas	65174775110150000	\$15,330	0.176
Dallas	65124847010310000	\$0	3.374
Dallas	65124847010390000	\$0	9.962
Dallas	480012800A0010000	\$994,600	0.8432
Dallas	65124847110320000	\$307,960	1.795
Dallas	48000500240080000	\$105,000	0.3125
Dallas	48000500360060000	\$75,100	0.1414
Dallas	48000500360030000	\$75,340	0.1341
Dallas	48000500330010000	\$145,270	0.2541
Dallas	48000930000010000	\$893,780	0.5633
Dallas	65124847110230100	\$1,320	0.0245
Dallas	480005003601R0000	\$110,970	0.2797
Dallas	48000500390020100	\$89,240	0.1842
Dallas	48000500410030200	\$150,000	0.2382
Dallas	48000500410040100	\$89,436	0.2489
Dallas	65174775110130000	\$245,760	1.577
Dallas	65124847010120000	\$0	1.185
Dallas	480012800A02R0000	\$830,000	1.029
Dallas	480113300B0090000	\$221,930	0.636
Dallas	65124847110090000	\$200,690	0.5224
Dallas	65174775110120000	\$271,890	1.497
Dallas	65174775110040100	\$207,970	0.53
Dallas	65174775110070000	\$0	0.3843
Dallas	65124847110010000	\$392,040	1.044
Dallas	65124847110300000	\$121,680	0.3114
Dallas	65124847110280000	\$76,670	0.1647

County	Account Number	Taxable Value	Acres
Dallas	48000500240070000	\$42,000	0.1568
Dallas	48000500240020000	\$135,490	0.2882
Dallas	48000500240100000	\$115,800	0.3197
Dallas	48000500400040000	\$0	0.6128
Dallas	48000500400010000	\$0	0.2023
Dallas	65124847110340000	\$195,410	0.5211
Dallas	65124847110050000	\$35,880	0.171
Dallas	65124847110350000	\$278,190	0.95
Dallas	480042600A0030000	\$6,352,020	5.012
Dallas	65124847110110000	\$202,220	0.5036
Dallas	48000500240050000	\$63,000	0.1859
Dallas	48000500350090000	\$176,270	0.2169
Dallas	48000500330070000	\$93,304	0.9482
Dallas	489013300A0020000	\$965,200	3.405
Dallas	480113300B0080000	\$221,930	0.3183
Dallas	480042600A0010000	\$197,980	0.5052
Dallas	485070600G0030000	\$182,550	0.3731
Dallas	48000500240010000	\$52,500	0.0946
Dallas	48000500400010100	\$0	0.2002
Dallas	480010000A0000100	\$695,000	0.5778
Dallas	48001000010010000	\$76,930	0.3472
Dallas	489013300A0010000	\$2,276,560	1.956
Dallas	48000500230090000	\$75,823	0.1527
Dallas	48000500360040000	\$78,630	0.1453
Dallas	48000500390010000	\$81,500	0.1775
Dallas	48000500330020000	\$143,530	0.2766
Dallas	48000500280050000	\$321,080	0.9831
Dallas	48000500400030000	\$0	0.3382
Dallas	48000500410010000	\$0	0.8928
Dallas	480010000B10A0000	\$185,720	0.5556
Dallas	65124847110110100	\$206,000	0.4892
Dallas	48000500230010100	\$286,790	0.094
Dallas	48000500350050000	\$176,270	0.1915
Dallas	48000500350030000	\$173,000	0.1887
Dallas	480005002807R0000	\$250,000	0.3875
Dallas	480118100B0010000	\$512,160	0.8988
Dallas	48000500410040200	\$165,560	0.2228
Dallas	48011410000050000	\$217,510	0.6438
Dallas	65124847110060000	\$78,440	0.3109

EXHIBIT “A”
BOUNDARIES DESCRIPTION

County	Account Number	Taxable Value	Acres
Dallas	65124847010140400	\$0	9.41
Dallas	480008000A0010000	\$1,825,030	1.003
Dallas	48000500230070000	\$298,000	0.5272
Dallas	48000500240120000	\$42,000	0.1581
Dallas	48000500360090000	\$176,850	0.1627
Dallas	480005002601R0000	\$421,060	0.98
Dallas	48000500330060000	\$15,078	0.1381
Dallas	48KANSASCITYSOU00	\$0	0
Dallas	484176500A0010000	\$200,130	3.464
Dallas	484176500A0030000	\$209,350	2.403
Dallas	484176500A0020000	\$436,360	0.6945
Dallas	480042600A2R20100	\$23,530	0.06
Dallas	480042600A2R10000	\$645,840	0.287
Dallas	486063800A48X0000	\$0	4.4323
Dallas	48000500440010000	\$0	2.442
Dallas	486063800A47X0000	\$4,610	0.5731
Dallas	65124847110220000	\$123,993	0.5
Dallas	480005002714A0000	\$169,470	0.262
Dallas	480161600A0010000	\$628,000	0.393
Dallas	48001390010010000	\$0	0.7052
Dallas	48000500110010000	\$126,430	0
Dallas	65124847017010100	\$0	0.545
Dallas	480051500A3R20000	\$0	6.114
Dallas	48000500180010000	\$303,750	1.878
Dallas	48000500390010200	\$71,600	0.1582
Dallas	48000500340010000	\$0	1.727
Dallas	48000500360100000	\$50,470	0.1655
Dallas	48000500360110000	\$123,890	0.1655
Dallas	48000500450010000	\$92,390	0
Dallas	480005001103R0000	\$345,630	0.25
Dallas	480009500101R0000	\$2,753,780	2.02
Dallas	48000500190190000	\$103,627	0.3782
Dallas	48000500200070000	\$98,670	0.1653
Dallas	48000500190070000	\$0	0.3
Dallas	48000500260070000	\$167,080	0.4055
Dallas	65124847110310000	\$126,020	0.43
Dallas	480036502516RA000	\$687,920	0.3324
Dallas	480036502516RB000	\$294,080	0.2876
Dallas	48004290020170000	\$7,970	0.3388

County	Account Number	Taxable Value	Acres
Dallas	65174767010020000	\$177,730	5.4
Dallas	480065800C0040000	\$382,500	0
Dallas	480065800C02A0000	\$38,920	0
Dallas	48004290030040000	\$7,990	0
Dallas	48004290020070000	\$4,540	0.1931
Dallas	48000500350010000	\$700,000	0.5374
Dallas	65134626010180000	\$90,040	3.8276
Dallas	48004290020150000	\$7,970	0.3388
Dallas	48004290020080000	\$7,180	0.305
Dallas	48000500200070100	\$47,230	0.1653
Dallas	48004290020160000	\$7,970	0.3388
Dallas	48004290020140000	\$7,970	0.3388
Dallas	48004290020190000	\$7,240	0.3076
Dallas	48004290030020000	\$10,700	0
Dallas	48006680010010000	\$20,680	0
Dallas	48004290010040000	\$7,970	0.3387
Dallas	48004290010020000	\$7,970	0.3387
Dallas	48004290010110000	\$2,500	0.1062
Dallas	480066600C0070000	\$181,000	0
Dallas	48004290010080000	\$8,970	0.3812
Dallas	48004290010060000	\$0	1.89
Dallas	48004290010050000	\$7,970	0.3387
Dallas	48004290010100000	\$6,550	0.2784
Dallas	48004290010090000	\$8,890	0.3778
Dallas	48000500390040000	\$103,320	0.427
Dallas	48004290020180000	\$7,970	0.3388
Dallas	48004290030030000	\$7,970	0.3387
Dallas	48004290030010000	\$11,320	0
Dallas	65124847110310100	\$122,710	0.5749
Dallas	480066600C0080000	\$253,750	0
Dallas	48004290020130000	\$7,970	0.3388
Dallas	48004290020110000	\$0	0.9571
Dallas	480065800C0060000	\$382,500	0
Dallas	480065800C0050000	\$382,500	0
Dallas	48004290020090000	\$7,970	0.3388
Dallas	48004290010070000	\$8,970	0.3811
Dallas	48004290020060000	\$1,910	0.0813
Dallas	48000500200160000	\$50,400	0.165
Dallas	480042602017R0000	\$222,300	0.083

EXHIBIT “A”
BOUNDARIES DESCRIPTION

County	Account Number	Taxable Value	Acres
Dallas	480042602018R0000	\$222,300	0.083
Dallas	480066700A05R0000	\$280,160	0
Dallas	48004290020100000	\$7,970	0.3388
Dallas	48004290010010000	\$7,950	0.3378
Dallas	480042600A2R20000	\$790,000	0.87
Dallas	480014700A0010000	\$0	1.167
Dallas	48006550000010000	\$1,081,920	0.6371
Dallas	65124847010250000	\$168,600	0.774
Dallas	48000500200110000	\$50,400	0.1653
Dallas	48005000191R20000	\$0	2.784
Dallas	480066700A0080000	\$358,720	0

County	Account Number	Taxable Value	Acres
Dallas	480065800C0010000	\$602,640	0
Dallas	48004290020120000	\$7,970	0.3388
Dallas	48004290010030000	\$7,970	0.3387
Dallas	48000500430020100	\$249,950	0.1891
Dallas	48012000010030000	\$236,520	0.9915
Dallas	48012000010020000	\$273,610	1.014
Dallas	48012000010010000	\$170,792	1.096
Dallas	48000500430030000	\$73,675	0.3368
Dallas	48000500430020200	\$174,280	0.1866
Dallas	48000500430010000	\$191,160	0.3044
Dallas	480113500M0150000	\$305,072	1.0077

EXHIBIT “A”
BOUNDARIES DESCRIPTION

County	Property ID	Taxable Value	Acres
Collin	424133	\$1,696,923	23.558
Collin	424188	\$123,715	0.9467
Collin	424204	\$168,969	0.862
Collin	424213	\$167,009	0.852
Collin	424302	\$138,521	1.06
Collin	424384	\$0	2.9
Collin	426033	\$0	3.37
Collin	427933	\$604,526	1.542
Collin	427951	\$814,850	1.3981
Collin	427997	\$656,667	2.01
Collin	432473	\$0	100.14
Collin	450791	\$643,150	0.5385
Collin	450835	\$223,687	0.871
Collin	450844	\$159,952	0.459
Collin	450853	\$159,952	0.459
Collin	451095	\$421,094	0.627
Collin	451184	\$372,443	0.323
Collin	451193	\$55,250	0.488
Collin	1326103	\$0	2.75
Collin	1610180	\$789,103	0
Collin	1871674	\$602,813	0.54
Collin	1877874	\$0	94.0215
Collin	2028340	\$0	0
Collin	2028341	\$0	0
Collin	2143053	\$275,717	23.9056
Collin	2512057	\$712,075	1.6347
Collin	2512058	\$1,000	0.0871
Collin	2519562	\$702,137	0.5969
Collin	2543078	\$35,153	0.1345
Collin	2557567	\$667,497	0.8358
Collin	2557569	\$3,867,142	4.228
Collin	2557570	\$848,847	0.8769
Collin	2564316	\$1,286,261	1.2446
Collin	2575579	\$28,338	9.4459
Collin	2587020	\$1,455	0.167
Collin	2598365	\$6,103	0.0467
Collin	2631745	\$83	0.3812
Collin	2631746	\$2,222	0.3812
Collin	2631747	\$7,316	0.4421

County	Property ID	Taxable Value	Acres
Collin	2631748	\$18,187	0
Collin	2631749	\$7,477	0
Collin	2631750	\$7,380	0
Collin	2631751	\$7,380	0
Collin	2631752	\$7,305	0.3388
Collin	2631753	\$5,608	0.3388
Collin	2631754	\$3,173	0.3388
Collin	2631755	\$736	0.3388
Collin	2647386	\$1,682,505	5.15
Collin	2648345	\$1,138,754	0.693
Collin	2672094	\$0	0.9755
Collin	2675093	\$559,927	24.0476
Collin	2675788	\$165	0.9858
Collin	2675789	\$68,019	43.149
Collin	2675791	\$1,000	0.08
Collin	2686914	\$1,915	11.4669
Collin	2689729	\$813,200	0.913
Collin	2692504	\$2,537,460	2.083
Collin	2701104	\$65,162,540	18.712
Collin	2701209	\$14,073,591	16.338
Collin	2701210	\$541,015	0.828
Collin	2701993	\$1,800,653	1.4342
Collin	2701994	\$641,080	1.4034
Collin	2704958	\$3,252,533	1.02
Collin	2704959	\$922,359	0.9564
Collin	2704962	\$1,614,522	1.571
Collin	2714780	\$7,168,497	3.7892
Collin	2719230	\$3,070,907	0.865
Collin	2732100	\$1,744,581	1.116
Collin	2739044	\$1,000	0.179
Collin	2759311	\$1,876,844	5.3858
Collin	2759312	\$1,993,654	5.721
Collin	2778736	\$3,174,033	1.484
Collin	2779508	\$565,871	1.4434
Collin	2779509	\$1,037,708	1.3433
Collin	2787719	\$2,135,150	1.066
Collin	2796729	\$870,800	0.7756
Collin	2799325	\$3,057,487	1.631
Collin	2799326	\$6,528,479	2.082

EXHIBIT “A”
BOUNDARIES DESCRIPTION

County	Property ID	Taxable Value	Acres
Collin	2801622	\$1,462,758	0.9809
Collin	2804736	\$879,191	1.003
Collin	2809654	\$28,330,813	13.421
Collin	2809656	\$5,000	0.731
Collin	2814900	\$3,483	0.0533
Collin	2820624	\$52,920	0.114
Collin	2820631	\$52,920	0.114
Collin	2820632	\$55,440	0.185
Collin	2820633	\$57,960	0.261
Collin	2820641	\$55,440	0.149
Collin	2820642	\$114,148	0.12
Collin	2820643	\$52,920	0.12
Collin	2820644	\$52,920	0.121
Collin	2820645	\$52,920	0.121
Collin	2820646	\$52,920	0.121
Collin	2820647	\$52,920	0.121
Collin	2820648	\$52,920	0.122
Collin	2820649	\$52,920	0.122
Collin	2820650	\$52,920	0.122
Collin	2820651	\$52,920	0.122
Collin	2820652	\$52,920	0.123
Collin	2820653	\$52,920	0.123
Collin	2820654	\$52,920	0.123
Collin	2820655	\$52,920	0.123
Collin	2820656	\$52,920	0.124
Collin	2820657	\$50,400	0.165
Collin	2820658	\$52,920	0.124
Collin	2820659	\$52,920	0.125
Collin	2820660	\$52,920	0.145
Collin	2820668	\$52,920	0.119
Collin	2820669	\$52,920	0.119
Collin	2820670	\$52,920	0.119
Collin	2820671	\$52,920	0.119
Collin	2820672	\$52,920	0.119
Collin	2820673	\$52,920	0.119
Collin	2820674	\$52,920	0.119
Collin	2820675	\$52,920	0.119
Collin	2820676	\$52,920	0.119
Collin	2820677	\$52,920	0.119

County	Property ID	Taxable Value	Acres
Collin	2820678	\$52,920	0.131
Collin	2820679	\$0	3.062
Collin	2820735	\$52,920	0.121
Collin	2820736	\$52,920	0.121
Collin	2820737	\$122,171	0.121
Collin	2820738	\$52,920	0.121
Collin	2820739	\$104,656	0.121
Collin	2820740	\$52,920	0.121
Collin	2820741	\$83,682	0.121
Collin	2820742	\$74,001	0.121
Collin	2820743	\$81,028	0.121
Collin	2820744	\$52,920	0.134
Collin	2820745	\$52,920	0.134
Collin	2820759	\$52,920	0.121
Collin	2820760	\$52,920	0.114
Collin	2820761	\$52,920	0.114
Collin	2820762	\$52,920	0.114
Collin	2820763	\$52,920	0.114
Collin	2820764	\$52,920	0.114
Collin	2820765	\$52,920	0.114
Collin	2820766	\$52,920	0.114
Collin	2820767	\$52,920	0.114
Collin	2820768	\$1,000	0.273
Collin	2820789	\$52,920	0.121
Collin	2820790	\$123,431	0.121
Collin	2820791	\$52,920	0.121
Collin	2820792	\$52,920	0.121
Collin	2820793	\$52,920	0.121
Collin	2820794	\$52,920	0.121
Collin	2820795	\$52,920	0.121
Collin	2820796	\$52,920	0.121
Collin	2820797	\$52,920	0.121
Collin	2820798	\$0	0
Collin	2820799	\$1,000	0.123
Collin	2820801	\$114,562	0.107
Collin	2820802	\$50,400	0.079
Collin	2820803	\$50,400	0.079
Collin	2820804	\$111,691	0.079
Collin	2820805	\$101,912	0.079

EXHIBIT “A”
BOUNDARIES DESCRIPTION

County	Property ID	Taxable Value	Acres
Collin	2820806	\$113,419	0.079
Collin	2820807	\$108,631	0.079
Collin	2820808	\$113,116	0.079
Collin	2820809	\$111,540	0.079
Collin	2820810	\$102,178	0.079
Collin	2820811	\$111,691	0.079
Collin	2820812	\$78,514	0.079
Collin	2820813	\$77,853	0.092
Collin	2820814	\$50,400	0.092
Collin	2820815	\$50,400	0.079
Collin	2820816	\$50,400	0.079
Collin	2820817	\$50,400	0.079
Collin	2820818	\$50,400	0.079
Collin	2820819	\$50,400	0.079
Collin	2820820	\$50,400	0.079
Collin	2820821	\$50,400	0.079
Collin	2820822	\$50,400	0.079
Collin	2820823	\$50,400	0.079
Collin	2820824	\$50,400	0.079
Collin	2820825	\$50,400	0.079
Collin	2820826	\$50,400	0.107
Collin	2820827	\$50,400	0.107
Collin	2820828	\$50,400	0.079
Collin	2820829	\$50,400	0.079
Collin	2820830	\$50,400	0.079
Collin	2820831	\$50,400	0.079
Collin	2820832	\$50,400	0.079

County	Property ID	Taxable Value	Acres
Collin	2820833	\$50,400	0.079
Collin	2820834	\$50,400	0.079
Collin	2820835	\$50,400	0.079
Collin	2820836	\$50,400	0.079
Collin	2820837	\$50,400	0.079
Collin	2820838	\$50,400	0.079
Collin	2820839	\$50,400	0.092
Collin	2820840	\$50,400	0.092
Collin	2820841	\$50,400	0.079
Collin	2820842	\$50,400	0.079
Collin	2820843	\$50,400	0.079
Collin	2820844	\$50,400	0.079
Collin	2820845	\$50,400	0.079
Collin	2820846	\$50,400	0.079
Collin	2820847	\$50,400	0.079
Collin	2820848	\$50,400	0.079
Collin	2820849	\$50,400	0.079
Collin	2820850	\$50,400	0.079
Collin	2820851	\$50,400	0.079
Collin	2820852	\$50,400	0.107
Collin	2820853	\$52,920	0.138
Collin	2820854	\$52,920	0.114
Collin	2820855	\$52,920	0.114
Collin	2820856	\$52,920	0.114
Collin	2820857	\$52,920	0.114
Collin	2820858	\$52,920	0.114
Collin	2820859	\$52,920	0.114

EXHIBIT “B”
DEPICTION OF THE ZONE

SACHSE, TX

OVERVIEW MAP: TIRZ #3

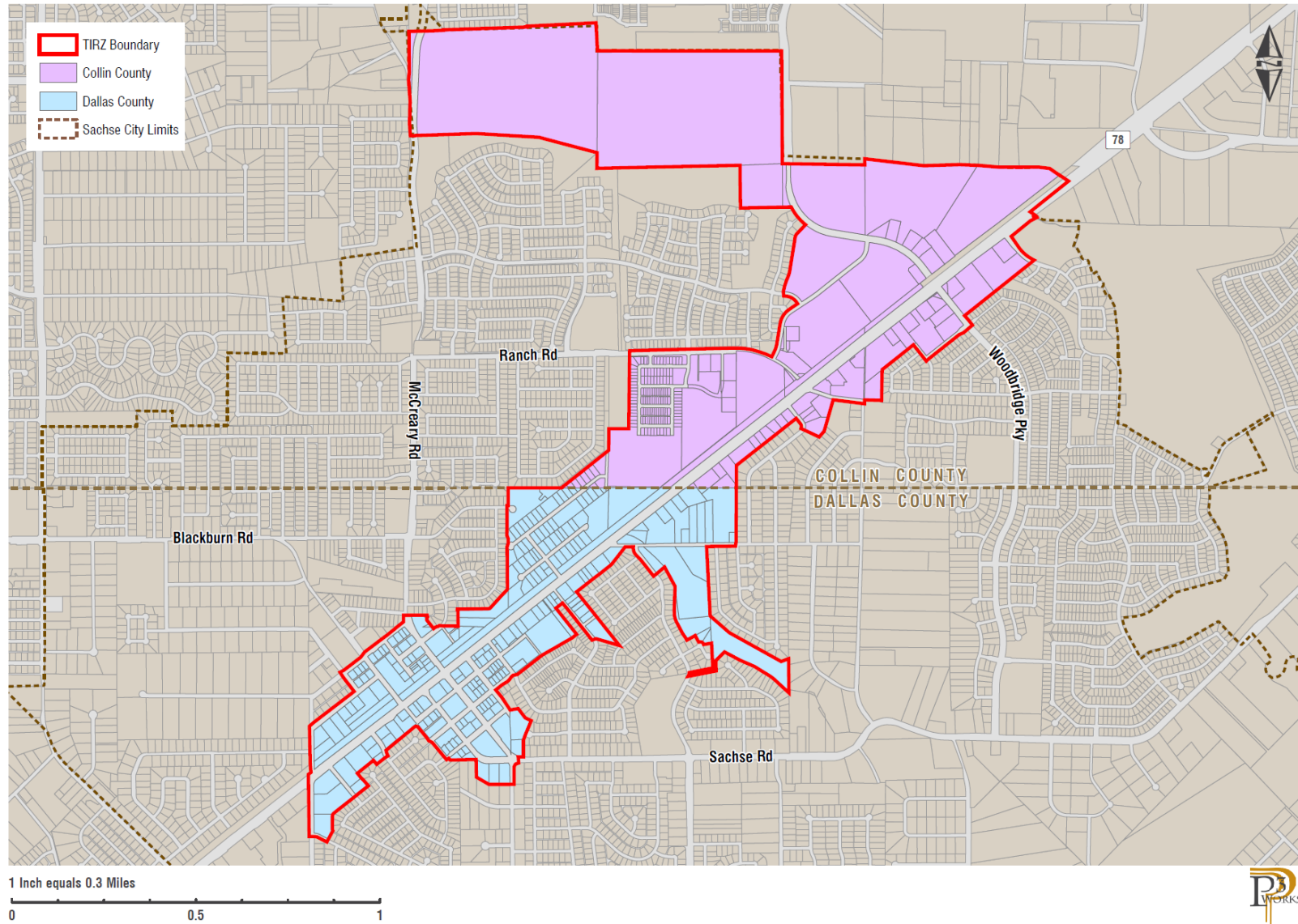


EXHIBIT "C"
PRELIMINARY FINANCING AND PROJECT PLAN



*REINVESTMENT ZONE NUMBER THREE,
CITY OF SACHSE, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN*

(the "Preliminary Plan")

October 18, 2021

PETTY
& ASSOCIATES

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

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EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Section 1: Introduction

1.1 Authority and Purpose. The City of Sachse, Texas, a Texas home-rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City. As shown on **Table 1** below, the Zone (hereinafter defined) is compliant with eligibility requirements of the Act.

Table 1

	Proposed Zone	Statutory Maximum
Residential Percentage of the Zone	11.44%	30%
Percentage of City's Taxable Value	8.76%	50%

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

for the City and the State of Texas, and increased job opportunities for residents of the City, Dallas County, Texas, Collin County, Texas (the “County”), and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, the County, and to all of the region quality developments.

1.4 Preliminary Plan; Hearing. Before the City may adopt an ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons may speak for or against the creation of the proposed Zone, the boundaries of the proposed Zone, and the concept of tax increment financing, and at which hearing the owners of the Property are given a reasonable opportunity to protest the inclusion of their property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan, the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A more detailed description of how such public works, improvements, programs, and projects will be undertaken and financed will be determined by the Final Plan (hereinafter defined), which require approval by the TIRZ Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone (the “Creation Ordinance”) if (1) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the Creation Ordinance will appoint a Board of Directors for the Zone (the “TIRZ Board”).

1.6 TIRZ Board Recommendations. After the creation of the Zone, the TIRZ Board will review and recommend to the City Council (1) a *Reinvestment Zone Number Three, City of Sachse, Texas, Final Project and Finance Plan* (as amended from time to time, the “Final Plan”), pursuant to which the City will contribute a portion of its ad valorem tax increment, (the “City Tax Increment”) attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City, (the “TIRZ Fund”) to fund the costs of public works, public improvements, programs, and other projects benefiting the Zone; and (2) a “County Participation Agreement” between the City and the County pursuant to which the County will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the “County Tax Increment”) into the TIRZ Fund to pay such costs.

1.7 Council Action. The City Council will take into consideration the recommendations of the TIRZ Board, and will consider approval of the Final Plan, and the County Participation Agreement, if applicable. If the County Participation Agreement is approved, the City Council will

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

authorize and direct its execution when the agreement has been approved by the County.

Section 2: Descriptions and Maps

2.1 Existing Uses and Conditions.

The Property is currently located in the corporate limits of the City and is zoned General Commercial District, Single Family Residential, Old Town, Planned Development, and Neighborhood Shopping District. The Property is underdeveloped, and there is limited and aging public infrastructure to support future development. Development will require more public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed Zone are shown on **Exhibit A**.

2.2 Proposed Uses.

A map of the Property and proposed uses of the Property are shown on **Exhibit B**.

2.3 Parcel Identification.

The parcels identified on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

Section 3: Proposed Changes to Ordinances, Plans, Codes, Rules, and Regulations

The Property is wholly located in the corporate limits of the City and is subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property, and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure.

Section 4: Relocation of Displaced Persons

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

Section 5: Estimated Non-Project Costs

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs includes developer-initiated land assembly within the Zone for private development and property owner initiatives on private property improvements. Non-project costs are currently estimated at \$95 million, however it is hoped that private sector investment within the Zone will lead to a valuation at least three times the cost of improvements within the Zone.

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PRELIMINARY FINANCING AND PROJECT PLAN

Section 6: Proposed Public Improvements

6.1 Categories of Public Improvements.

The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed by the Zone are as follows: streets, water, sanitary sewer, storm drainage, parking, economic development grants, environmental, façade land acquisition, landscaping, parks and open space, and professional services. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Locations of Public Improvements.

The estimated locations of the proposed Public Improvements are shown on **Exhibit C**. These locations are provided for informational purposes only and may be revised from time to time without amending the Final Plan.

Section 7: Estimated Project Costs

7.1 Project Costs.

The total project costs for the Zone (the "Project Costs") include the Administrative Costs (defined below) and the costs of the Public Improvements, which are estimated to be \$79.7 million in 2021 dollars, as set forth on **Exhibit D**.

7.2 Public Improvements.

The estimated costs of the Public Improvements (the "Public Improvements") within the Zone are \$79.3 million, as shown on **Exhibit D**.

7.3 Administrative Costs.

The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

7.4 Estimated Timeline of Incurred Costs.

The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on **Exhibit F**.

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Section 9: Economic Feasibility

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone based on the feasibility study (the "Feasibility Study") attached as **Exhibit G**. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development in the Zone) and does not take into consideration the "multiplier effect" that will result from new development that occurs outside the Zone. As illustrated in **Table 2** below, during the term of the Zone, new development that occurs in the Zone, which likely would not have occurred but for the Zone, will generate approximately \$121 million in total new real property tax revenue over the term of the Zone. The taxing units that will participate in and benefit from new development in the Zone will retain approximately \$60 million as follows:

Table 2

	Gross New Revenue	TIRZ Contribution	Retained New Revenue
City	\$ 101,277,845	\$ 50,638,922	\$ 50,638,922
County	\$ 19,954,893	\$ 9,977,447	\$ 9,977,447
Total	\$ 121,232,738	\$ 60,616,369	\$ 60,616,369

These projections assume an annual property value inflation factor of 2%, with two years of 0% growth every ten years to simulate a market downturn.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units.

Section 10: Estimated Bonded Indebtedness

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

Section 11: Total Appraised Value

The total appraised value of taxable real property in the Zone at the time of creation is estimated at \$238,466,620 (the "Base Taxable Value"), and shall be confirmed by the Collin County Appraisal District and the Dallas Central Appraisal District (the "Appraisal Districts"). Each year, the Appraisal Districts shall confirm the current taxable value of the Zone, less the Base Taxable Value (the "Captured Appraised Value"). It is estimated that upon expiration of the term of the

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Zone, the total appraised value of taxable real property in the Zone will be \$1.1 billion in 2021 dollars.

Section 12: Estimated Captured Appraised Value Taxable by the City

The amount of the City Tax Increment for a year is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value of the Property. The estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and shall be verified by the Appraisal Districts. The actual Captured Appraised Value for each year will be used to calculate annual payments by the City into the TIRZ Fund pursuant to the Final Plan. During the term of the Zone, the City will deposit into the TIRZ Fund each year an amount that equals 50% of the City's real property taxes levied and collected that constitute the City's Tax Increment for that year.

Section 13: Estimated Captured Appraised Value Taxable by the County

The amount of the County Tax Increment for a year is the amount of property taxes levied and collected by the County for that year on the Captured Appraised Value. The estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and is verified by the Collin County Appraisal District. The actual Captured Appraised Value for each year will be used to calculate annual payments by the County into the TIRZ Fund pursuant to the County Participation Agreement. During the term of the Zone, the County will deposit into the TIRZ Fund each year an amount that equals 50% of the County's real property taxes levied and collected that constitute the County Tax Increment for that year.

Section 14: Method of Financing

The City will, in the future, pay (using the TIRZ Fund) the Project Costs and will construct or cause to be constructed the Public Improvements. The City's approval of the Final Plan, and County Participation Agreement, shall obligate the City to pay from the TIRZ Fund actual Project Costs, which shall be reviewed and approved by the City.

Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City or the County, unless otherwise approved by their respective governing bodies, and the TIRZ Fund shall only be used to pay the Project Costs.

Section 15: Duration of the Zone; Termination

The term of the Zone shall commence immediately upon passage by the City Council of an ordinance creating the Zone and shall continue until December 31, 2051, with final collection anticipated by September 30, 2052. If upon expiration of the stated term of the Zone the Project Costs have not been paid, the City, and County shall have no obligation to pay the shortfall. The

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

provisions of this section shall be included in the Creation Ordinance, and County Participation Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

Section 16: Economic Development Program

The City Council and the TIRZ Board have determined it to be necessary and convenient to the accomplishment of the objectives of the Zone to establish and provide for the administration of economic development programs that may be used to incentivize development. The economic development programs established in this Section are authorized by Section 311.010(h) of the Act and by Article III, Section 52-a, Texas Constitution, as amended (the “Economic Development Provision”). The Economic Development Provision provides that the TIRZ Board, subject to the approval of the City Council, may establish and provide for the administration of one or more programs as the TIRZ Board determines is necessary or convenient to implement and achieve the purposes of the Final Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone, and developing business and commercial activity within the Zone. This section is intended to designate an economic development program as authorized by the Economic Development Provision (the “Economic Development Program”).

Such Economic Development Program may include, to the extent permitted by the law, programs to make grants of any lawfully available money from the TIRZ Fund, including activities that benefit the Zone and stimulate business and commercial activity in the Zone. The Economic Development Program will further the public purpose of developing and diversifying the economy of the Zone. All grants that are part of the Economic Development Program described in this Section serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, and increased job opportunities for residents of the City, County, and the region.

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Section 17: List of Exhibits

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of Zone and Property
Exhibit B	Proposed Uses of the Property
Exhibit C	Location of Public Improvements
Exhibit D	Estimated Project Costs
Exhibit E	Estimated Non-Project Costs
Exhibit F	Estimated Time When Costs are to be Incurred
Exhibit G	Feasibility Study
Exhibit H	Parcel Identification

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EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Exhibit A – Map of Zone and Property

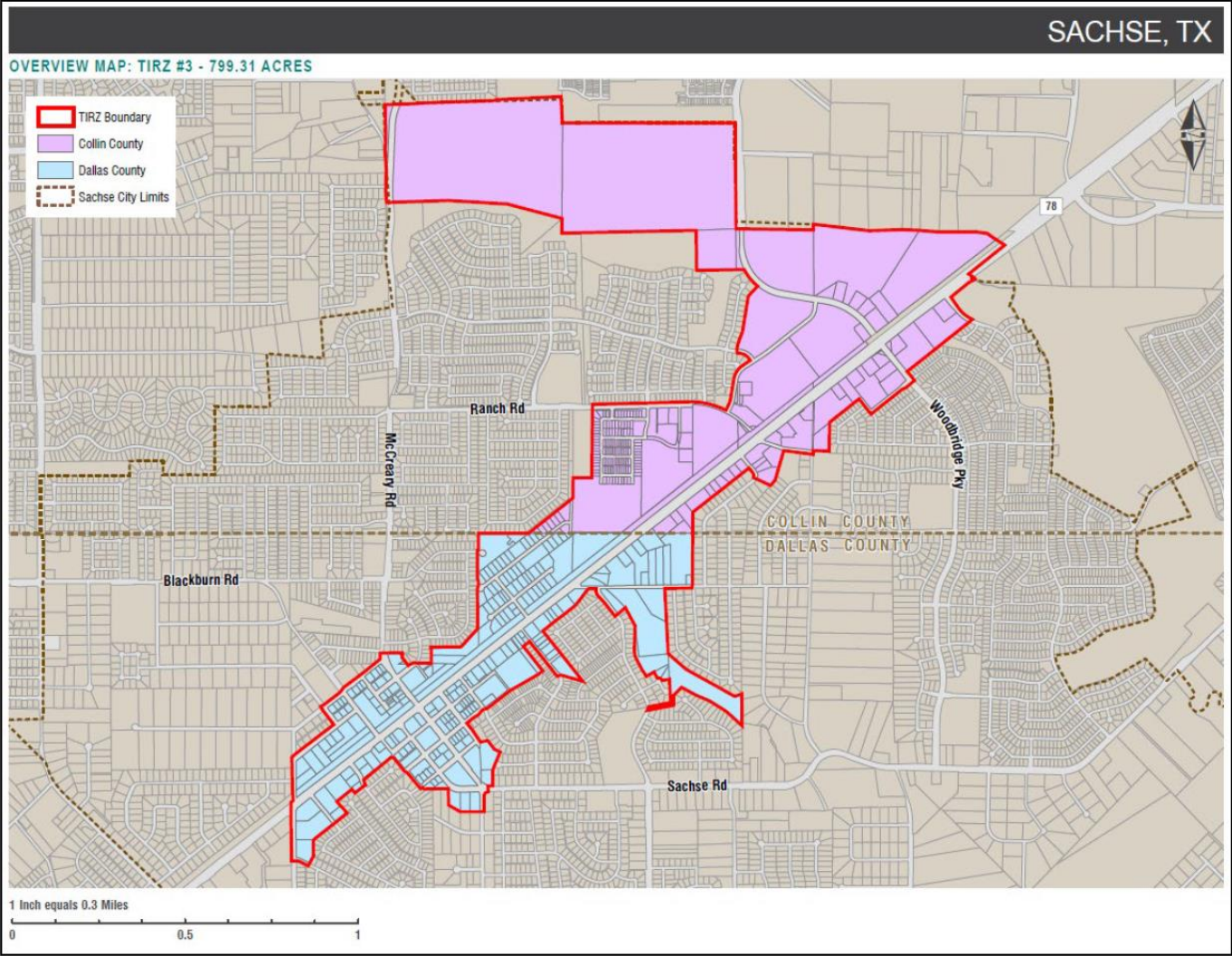


EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Exhibit B – Proposed Uses of the Property

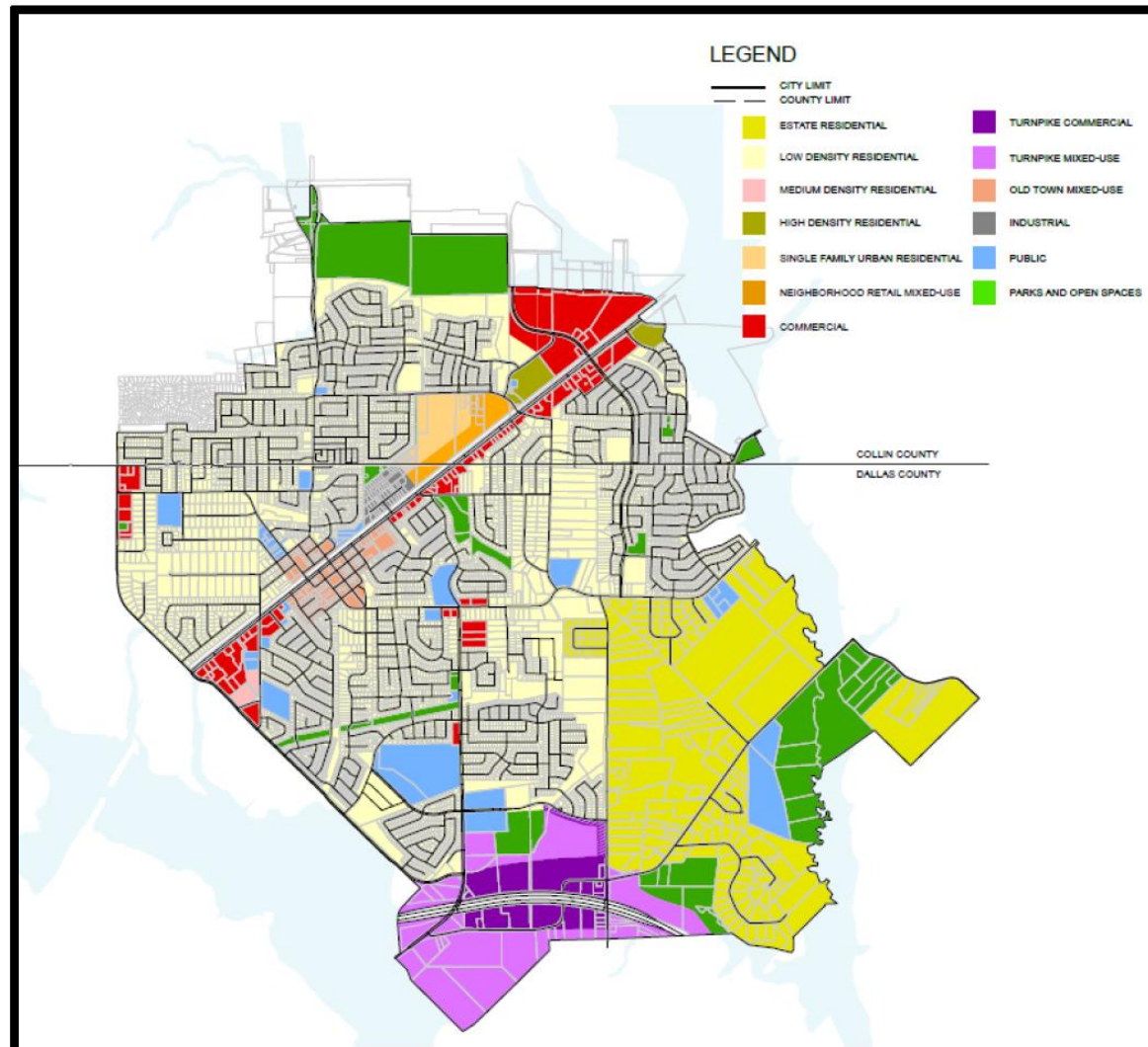
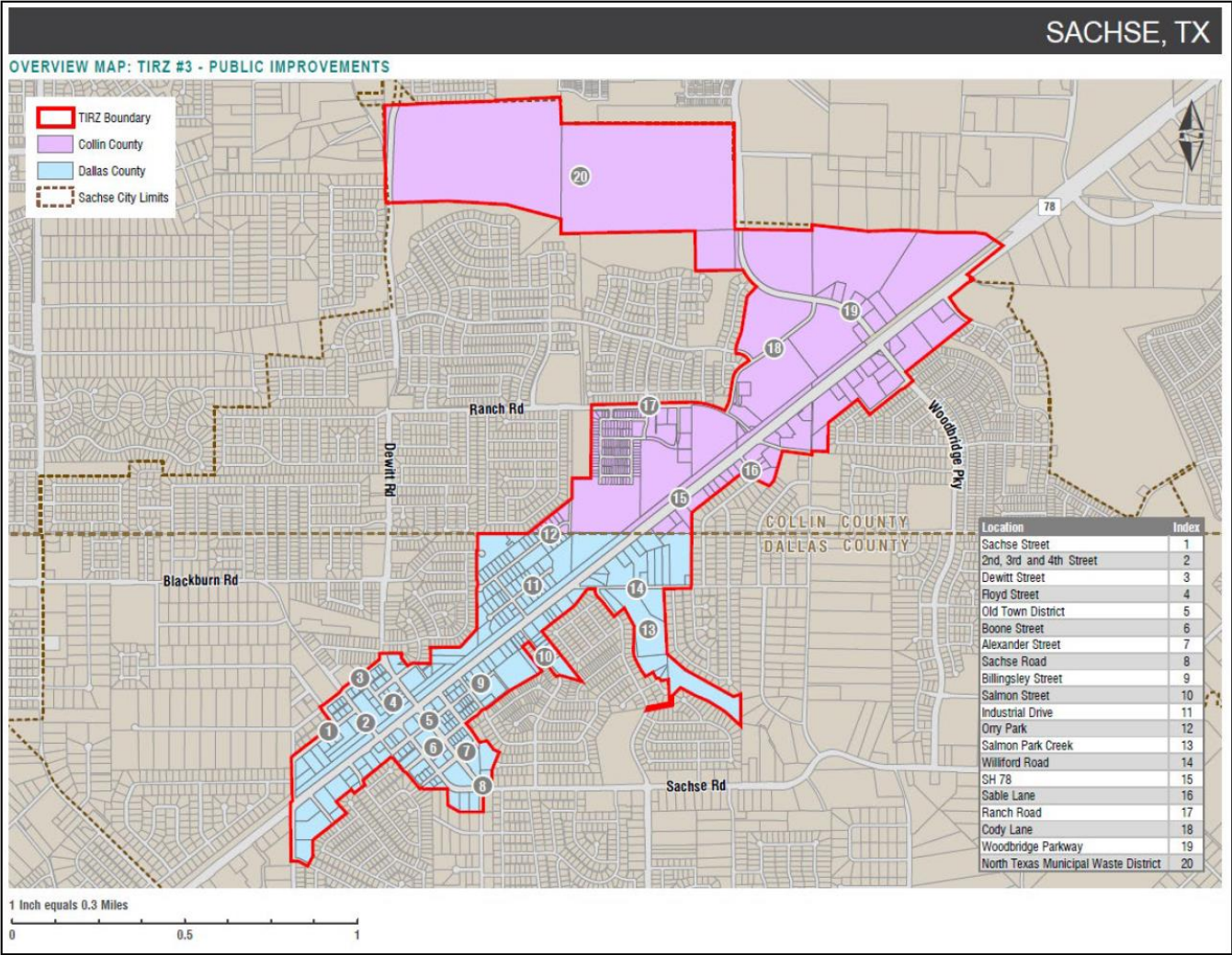


EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Exhibit C – Location of Public Improvements



REINVESTMENT ZONE NUMBER THREE, CITY OF SACHSE
PRELIMINARY PROJECT AND FINANCE PLAN

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Exhibit D – Estimated Project Costs

Public Improvement	Location	County	Estimated Cost
Streets	Ranch Road	Collin	\$ 750,000
Streets	Woodbridge Parkway	Collin	\$ 750,000
Sewer	Williford Road	Collin	\$ 400,000
Sewer	Salmon Street	Dallas	\$ 500,000
Sewer	Salmon Street	Dallas	\$ 350,000
Sewer	SH 78	Dallas	\$ 175,000
Sewer	SH 78	Dallas	\$ 200,000
Sewer	SH 78	Dallas	\$ 250,000
Water	Sable Lane	Collin	\$ 200,000
Water	Industrial Drive	Dallas	\$ 750,000
Drainage	Salmon Park Creek	Dallas	\$ 500,000
Drainage	SH 78	Dallas	\$ 1,500,000
Drainage	Orry Park	Dallas	\$ 4,500,000
Drainage	Woodbridge Parkway	Collin	\$ 250,000
Streets	Sachse Street	Dallas	\$ 4,000,000
Streets	Dewitt Street	Dallas	\$ 3,000,000
Streets	Floyd Street	Dallas	\$ 750,000
Streets	Industrial Drive	Dallas	\$ 2,500,000
Streets	2nd, 3rd and 4th Street	Dallas	\$ 3,250,000
Streets	Billingsley Street	Dallas	\$ 3,000,000
Streets	Boone Street	Dallas	\$ 2,000,000
Streets	Alexander Street	Dallas	\$ 750,000
Streets	Sachse Road	Dallas	\$ 2,500,000
Parking	Old Town District	Dallas	\$ 5,000,000
Economic Development Grants	Old Town District, SH 78, NWC SH 78 & Ranch Road, NWC Ranch Road & Cody Lane, SWC Cody Lane and Woodbridge Parkway	Dallas/Collin	\$ 8,000,000
Environmental	Old Town District, SH 78	Dallas/Collin	\$ 2,000,000
Facade Improvements	Old Town District, SH 78	Dallas/Collin	\$ 5,000,000
Environmental	Old Town District, SH 78	Dallas/Collin	\$ 3,000,000
Land Acquisition	Old Town District, SH 78, NWC Hwy 78 & Ranch Road, NWC Ranch Road & Cody Lane, SWC Cody Lane and Woodbridge Parkway	Dallas/Collin	\$ 10,000,000
Landscaping Improvements	Old Town District, SH 78, Ranch Road, Cody Lane	Dallas/Collin	See Above
Drainage	Old Town District, SH 78, Woodbridge Parkway, Salmon Park	Dallas/Collin	\$ 500,000
Drainage	Orry Park area, Woodbridge Parkway, Old Town District, Salmon Park	Dallas/Collin	\$ 3,000,000
Professional Services	N/A	Dallas/Collin	\$ 2,000,000
Parks and Open Space	NTMWD property	Collin	\$ 5,000,000
Landscaping Improvements	SH 78	Dallas/Collin	\$ 3,000,000
Public Improvements Subtotal			\$ 79,325,000
<i>Administrative Costs</i>			<i>\$ 405,681</i>
Total Project Costs			\$ 79,730,681

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Exhibit E – Estimated Non-Project Costs

Reinvestment Zone No. 3 City of Sachse, TX Preliminary Plan Non-Project Costs						
Land Use	Units	Lot Value		Buildout Value		Non-Project Costs
		Per Unit	Total	Per Unit	Total	
Single-Family	264	\$ 60,000	\$ 15,840,000	\$ 300,000	\$ 79,200,000	\$ 63,360,000
Multifamily	324	\$ 25,000	\$ 8,100,000	\$ 125,000	\$ 40,500,000	\$ 32,400,000
			\$ 23,940,000		\$ 119,700,000	\$ 95,760,000

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Exhibit F – Estimated Time When Costs Are to be Incurred

Reinvestment Zone No. 3 City of Sachse, TX Preliminary Plan Timeline to Incur Costs					
Zone Year	Calendar Year	TIRZ Fund Beginning Balance	Admin Fees	Public Improvements	TIRZ Fund Ending Balance
Base	2021				
1	2022	\$ -	\$ 10,000	\$ -	\$ (10,000)
2	2023	\$ 407,084	\$ 10,200	\$ 396,884	\$ -
3	2024	\$ 711,760	\$ 10,404	\$ 701,356	\$ -
4	2025	\$ 746,313	\$ 10,612	\$ 735,700	\$ -
5	2026	\$ 913,747	\$ 10,824	\$ 902,923	\$ -
6	2027	\$ 952,339	\$ 11,041	\$ 941,299	\$ -
7	2028	\$ 1,123,895	\$ 11,262	\$ 1,112,633	\$ -
8	2029	\$ 1,166,690	\$ 11,487	\$ 1,155,203	\$ -
9	2030	\$ 1,342,532	\$ 11,717	\$ 1,330,816	\$ -
10	2031	\$ 1,342,532	\$ 11,951	\$ 1,330,582	\$ -
11	2032	\$ 1,474,724	\$ 12,190	\$ 1,462,534	\$ -
12	2033	\$ 1,524,536	\$ 12,434	\$ 1,512,102	\$ -
13	2034	\$ 1,707,535	\$ 12,682	\$ 1,694,853	\$ -
14	2035	\$ 1,762,003	\$ 12,936	\$ 1,749,067	\$ -
15	2036	\$ 1,949,752	\$ 13,195	\$ 1,936,557	\$ -
16	2037	\$ 2,009,064	\$ 13,459	\$ 1,995,605	\$ -
17	2038	\$ 2,201,754	\$ 13,728	\$ 2,188,026	\$ -
18	2039	\$ 2,266,106	\$ 14,002	\$ 2,252,103	\$ -
19	2040	\$ 2,463,937	\$ 14,282	\$ 2,449,654	\$ -
20	2041	\$ 2,463,937	\$ 14,568	\$ 2,449,369	\$ -
21	2042	\$ 2,596,128	\$ 14,859	\$ 2,581,269	\$ -
22	2043	\$ 2,668,368	\$ 15,157	\$ 2,653,211	\$ -
23	2044	\$ 2,874,244	\$ 15,460	\$ 2,858,784	\$ -
24	2045	\$ 2,952,046	\$ 15,769	\$ 2,936,277	\$ -
25	2046	\$ 3,163,596	\$ 16,084	\$ 3,147,511	\$ -
26	2047	\$ 3,247,185	\$ 16,406	\$ 3,230,778	\$ -
27	2048	\$ 3,464,637	\$ 16,734	\$ 3,447,903	\$ -
28	2049	\$ 3,554,247	\$ 17,069	\$ 3,537,178	\$ -
29	2050	\$ 3,777,840	\$ 17,410	\$ 3,760,430	\$ -
30	2051	\$ 3,777,840	\$ 17,758	\$ 3,760,082	\$ -
			\$ 405,681	\$ 60,210,688	

EXHIBIT “C”

PRELIMINARY FINANCING AND PROJECT PLAN

Exhibit G – Feasibility Study

Reinvestment Zone No. 3 City of Sachse, TX Preliminary Plan Feasibility Study															
Zone Year	Calendar Year	Collection Year	Growth/ Year ¹	Dallas County Value			Collin County Value			City			Collin County ³		
				Added Value ²	Net Taxable Value	Incremental Value	Added Value ²	Net Taxable Value	Incremental Value	TIRZ Contribution		Cumulative	TIRZ Contribution		Cumulative
										%	Annual		%	Annual	
Base	2021	2022			\$ 56,035,006			\$ 182,431,614							
1	2022	2023	2%	\$ 7,200,000	\$ 64,355,706	\$ 8,320,700	\$ 83,100,000	\$ 269,180,246	\$ 86,748,632	50%	-	\$ -	50%	-	\$ -
2	2023	2024	2%	\$ 7,130,000	\$ 72,772,820	\$ 16,737,814	\$ 53,858,000	\$ 328,421,851	\$ 145,990,237	50%	\$ 342,250	\$ 342,250	50%	\$ 74,834	\$ 74,834
3	2024	2025	2%		\$ 74,228,277	\$ 18,193,271		\$ 334,990,288	\$ 152,558,674	50%	\$ 585,821	\$ 928,071	50%	\$ 125,939	\$ 200,773
4	2025	2026	2%	\$ 7,130,000	\$ 82,842,842	\$ 26,807,836	\$ 23,870,000	\$ 365,560,094	\$ 183,128,480	50%	\$ 614,707	\$ 1,542,778	50%	\$ 131,606	\$ 332,379
5	2026	2027	2%		\$ 84,499,699	\$ 28,464,693		\$ 372,871,296	\$ 190,439,682	50%	\$ 755,771	\$ 2,298,548	50%	\$ 157,977	\$ 490,356
6	2027	2028	2%	\$ 7,130,000	\$ 93,319,693	\$ 37,284,687	\$ 23,870,000	\$ 404,198,722	\$ 221,767,108	50%	\$ 788,056	\$ 3,086,604	50%	\$ 164,284	\$ 654,639
7	2028	2029	2%		\$ 95,186,087	\$ 39,151,081		\$ 412,282,696	\$ 229,851,082	50%	\$ 932,586	\$ 4,019,191	50%	\$ 191,309	\$ 845,948
8	2029	2030	2%	\$ 7,130,000	\$ 104,219,809	\$ 48,184,803	\$ 23,870,000	\$ 444,398,350	\$ 261,966,736	50%	\$ 968,408	\$ 4,987,598	50%	\$ 198,282	\$ 1,044,230
9	2030	2031	0%		\$ 104,219,809	\$ 48,184,803		\$ 444,398,350	\$ 261,966,736	50%	\$ 1,116,546	\$ 6,104,144	50%	\$ 225,987	\$ 1,270,217
10	2031	2032	0%	\$ 7,130,000	\$ 111,349,809	\$ 55,314,803	\$ 23,870,000	\$ 468,268,350	\$ 285,836,736	50%	\$ 1,116,546	\$ 7,220,689	50%	\$ 225,987	\$ 1,496,204
11	2032	2033	2%		\$ 113,576,805	\$ 57,541,799		\$ 477,633,717	\$ 295,202,103	50%	\$ 1,228,146	\$ 8,448,835	50%	\$ 246,578	\$ 1,742,782
12	2033	2034	2%	\$ 7,130,000	\$ 122,978,341	\$ 66,943,335	\$ 23,870,000	\$ 511,056,391	\$ 328,624,777	50%	\$ 1,269,878	\$ 9,718,713	50%	\$ 254,658	\$ 1,997,440
13	2034	2035	2%		\$ 125,437,908	\$ 69,402,902		\$ 521,277,519	\$ 338,845,905	50%	\$ 1,424,045	\$ 11,142,758	50%	\$ 283,490	\$ 2,280,930
14	2035	2036	2%	\$ 7,130,000	\$ 135,076,666	\$ 79,041,660	\$ 23,870,000	\$ 555,573,070	\$ 373,141,456	50%	\$ 1,469,696	\$ 12,612,454	50%	\$ 292,307	\$ 2,573,237
15	2036	2037	2%		\$ 137,778,199	\$ 81,743,193		\$ 566,684,531	\$ 384,252,917	50%	\$ 1,627,859	\$ 14,240,313	50%	\$ 321,892	\$ 2,895,129
16	2037	2038	2%	\$ 7,130,000	\$ 147,663,763	\$ 91,628,757	\$ 23,870,000	\$ 601,888,222	\$ 419,456,608	50%	\$ 1,677,586	\$ 15,917,899	50%	\$ 331,478	\$ 3,226,607
17	2038	2039	2%		\$ 150,617,038	\$ 94,582,032		\$ 613,925,986	\$ 431,494,372	50%	\$ 1,839,907	\$ 17,757,806	50%	\$ 361,846	\$ 3,588,453
18	2039	2040	2%	\$ 7,130,000	\$ 160,759,379	\$ 104,724,373	\$ 23,870,000	\$ 650,074,506	\$ 467,642,892	50%	\$ 1,893,875	\$ 19,651,681	50%	\$ 372,231	\$ 3,960,684
19	2040	2041	0%		\$ 160,759,379	\$ 104,724,373		\$ 650,074,506	\$ 467,642,892	50%	\$ 2,060,522	\$ 21,712,204	50%	\$ 403,414	\$ 4,364,098
20	2041	2042	0%	\$ 7,130,000	\$ 167,889,379	\$ 111,854,373	\$ 23,870,000	\$ 673,944,506	\$ 491,512,892	50%	\$ 2,060,522	\$ 23,772,726	50%	\$ 403,414	\$ 4,767,513
21	2042	2043	2%		\$ 171,247,167	\$ 115,212,161		\$ 687,423,396	\$ 504,991,782	50%	\$ 2,172,122	\$ 25,944,848	50%	\$ 424,006	\$ 5,191,519
22	2043	2044	2%	\$ 7,130,000	\$ 181,802,110	\$ 125,767,104	\$ 23,870,000	\$ 725,041,864	\$ 542,610,250	50%	\$ 2,232,734	\$ 28,177,582	50%	\$ 435,634	\$ 5,627,153
23	2044	2045	2%		\$ 185,438,152	\$ 129,403,146		\$ 739,542,701	\$ 557,111,087	50%	\$ 2,406,158	\$ 30,583,741	50%	\$ 468,085	\$ 6,095,238
24	2045	2046	2%	\$ 7,130,000	\$ 196,276,915	\$ 140,241,909	\$ 23,870,000	\$ 778,203,555	\$ 595,771,941	50%	\$ 2,471,451	\$ 33,055,192	50%	\$ 480,595	\$ 6,575,833
25	2046	2047	2%		\$ 200,202,454	\$ 144,167,448		\$ 793,767,626	\$ 611,336,012	50%	\$ 2,649,650	\$ 35,704,842	50%	\$ 513,946	\$ 7,089,778
26	2047	2048	2%	\$ 7,130,000	\$ 211,336,503	\$ 155,301,497	\$ 23,870,000	\$ 833,512,979	\$ 651,081,365	50%	\$ 2,719,812	\$ 38,424,654	50%	\$ 527,372	\$ 7,617,150
27	2048	2049	2%		\$ 215,563,233	\$ 159,528,227		\$ 850,183,238	\$ 667,751,624	50%	\$ 2,902,978	\$ 41,327,632	50%	\$ 561,659	\$ 8,178,809
28	2049	2050	2%	\$ 7,130,000	\$ 227,004,497	\$ 170,969,491	\$ 23,870,000	\$ 891,056,903	\$ 708,625,289	50%	\$ 2,978,207	\$ 44,305,840	50%	\$ 576,039	\$ 8,754,848
29	2050	2051	0%		\$ 227,004,497	\$ 170,969,491		\$ 891,056,903	\$ 708,625,289	50%	\$ 3,166,541	\$ 47,472,381	50%	\$ 611,299	\$ 9,366,147
30	2051	2052	0%		\$ 227,004,497	\$ 170,969,491		\$ 891,056,903	\$ 708,625,289	50%	\$ 3,166,541	\$ 50,638,922	50%	\$ 611,299	\$ 9,977,447
				\$ 107,020,000			\$ 447,268,000			\$ 50,638,922			\$ 9,977,447		\$ 60,616,369

Assumptions	
Net Taxable Value	\$ 238,466,620
City of Sachse AV Rate	0.72000
Collin County AV Rate	0.17253
Total Acreage	799.31

Footnotes	
1)	Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
2)	Annual added value based on City's adjusted average growth over past decade.
3)	Collin County has not yet agreed to participate, and is shown for illustration purposes only.

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

Exhibit H – Parcel Identification

County	Account Number	Taxable Value	Acres
Dallas	480065800A02A0000	\$269,500	0.2296
Dallas	480066700A0010000	\$425,000	0.3673
Dallas	480066000B0050000	\$389,170	0.3444
Dallas	480066000B0040000	\$167,000	0.3673
Dallas	480065800B0010000	\$365,790	0.4591
Dallas	48000500220010000	\$0	0.2579
Dallas	48000500100030000	\$79,800	0.3005
Dallas	65124847017010300	\$0	0.2835
Dallas	48000500150030000	\$220,110	1.04
Dallas	48004520010110000	\$4,000	0.0537
Dallas	480005001209R0000	\$197,110	0.2755
Dallas	48000500220050000	\$0	0.4676
Dallas	65124847017010200	\$0	1.6035
Dallas	48000500100110000	\$10,000	0.1947
Dallas	48000500110060000	\$47,684	0.3534
Dallas	480005601704R0000	\$279,240	0.5564
Dallas	48000500170020000	\$249,410	0.4132
Dallas	65124847010440000	\$0	1.334
Dallas	48000500220020000	\$0	0.37
Dallas	48000500110040000	\$52,500	0.18
Dallas	48000500120010000	\$147,950	0.2755
Dallas	48000500120100000	\$75,000	0.2755
Dallas	480066200100A0000	\$243,660	0.5051
Dallas	480066700A0030000	\$460,000	0.6047
Dallas	48000500100010000	\$71,400	0.323
Dallas	48000500120030000	\$0	0.2204
Dallas	480005001804R0000	\$251,510	1.081
Dallas	480065800A0010000	\$404,760	0.4591
Dallas	480066700A0040000	\$983,500	1.164
Dallas	48000500210010000	\$920,000	1.7878
Dallas	48000500120050000	\$0	0.1653
Dallas	480066000B0060000	\$270,000	0.3903
Dallas	48000500100050000	\$50,400	0.1679
Dallas	48000500100060000	\$105,270	0.2974
Dallas	48000500200030000	\$105,730	0.222
Dallas	480066200100B0000	\$270,430	0
Dallas	480065800A02B0000	\$169,310	0.2296

County	Account Number	Taxable Value	Acres
Dallas	48000500100080000	\$126,000	0.4414
Dallas	48000500120060000	\$79,322	0.2755
Dallas	48000500160010000	\$231,080	1.365
Dallas	480066400C09A0000	\$243,000	0
Dallas	480065800B0030000	\$382,500	0.4591
Dallas	480066700A0020000	\$294,000	0.3673
Dallas	48000500100040000	\$50,400	0.1847
Dallas	48000500200040000	\$123,860	0
Dallas	480066700A0070000	\$278,400	0
Dallas	48KANSASCITYSOU00	\$0	4.778
Dallas	65124847010360000	\$0	2.39
Dallas	48000500120040000	\$0	0.1653
Dallas	48KANSASCITYSOU00	\$0	1.58
Dallas	48KANSASCITYSOU00	\$0	3.368
Dallas	480065800B0020000	\$429,180	0.4591
Dallas	48000500200010000	\$33,218	0.242
Dallas	65124847017010000	\$72,200	1.6575
Dallas	48000500160130000	\$195,330	0.5697
Dallas	48000500160040000	\$550,140	1.08
Dallas	480065800C02B0000	\$229,910	0
Dallas	48000500110050000	\$50,400	0.1785
Dallas	48011900010010000	\$0	1.042
Dallas	65174775110150100	\$141,130	1.62
Dallas	65174775110030000	\$84,940	0.67
Dallas	65124847010160000	\$86,250	0
Dallas	65124847110020000	\$157,830	0.3354
Dallas	65124847110290000	\$45,780	0.2398
Dallas	480115502511R0000	\$414,430	0.731
Dallas	48000500360080000	\$41,970	0.1674
Dallas	48000500350060100	\$89,000	0.11
Dallas	48000500350070000	\$177,500	0.1765
Dallas	48000500390030000	\$156,020	0.4582
Dallas	480010000A0000000	\$430,000	0.6104
Dallas	65174775110110000	\$283,070	1.407
Dallas	65124847010120100	\$0	2.824
Dallas	48000500390020000	\$66,073	0.1813
Dallas	485070600G0040000	\$204,578	0

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

County	Account Number	Taxable Value	Acres
Dallas	48000500360050000	\$42,000	0.1377
Dallas	48000500360070000	\$0	0.1692
Dallas	48000500390010100	\$111,150	0.1813
Dallas	48000500400020000	\$0	0.4318
Dallas	48000500410030100	\$85,091	0.2325
Dallas	480114400A0010000	\$1,664,480	1.825
Dallas	48001320010010000	\$0	1.768
Dallas	48000500230040000	\$0	0.6767
Dallas	48000500370010000	\$363,470	2.5
Dallas	48000500350060000	\$86,000	0.1
Dallas	48000500350080000	\$173,000	0.1887
Dallas	65124847010120000	\$304,540	2.297
Dallas	48000500330040000	\$84,000	0.2783
Dallas	65174775110150000	\$15,330	0.176
Dallas	65124847010310000	\$0	3.374
Dallas	65124847010390000	\$0	9.962
Dallas	480012800A0010000	\$994,600	0.8432
Dallas	65124847110320000	\$307,960	1.795
Dallas	48000500240080000	\$105,000	0.3125
Dallas	48000500360060000	\$75,100	0.1414
Dallas	48000500360030000	\$75,340	0.1341
Dallas	48000500330010000	\$145,270	0.2541
Dallas	48000930000010000	\$893,780	0.5633
Dallas	65124847110230100	\$1,320	0.0245
Dallas	480005003601R0000	\$110,970	0.2797
Dallas	48000500390020100	\$89,240	0.1842
Dallas	48000500410030200	\$150,000	0.2382
Dallas	48000500410040100	\$89,436	0.2489
Dallas	65174775110130000	\$245,760	1.577
Dallas	65124847010120000	\$0	1.185
Dallas	480012800A02R0000	\$830,000	1.029
Dallas	480113300B0090000	\$221,930	0.636
Dallas	65124847110090000	\$200,690	0.5224
Dallas	65174775110120000	\$271,890	1.497
Dallas	65174775110040100	\$207,970	0.53
Dallas	65174775110070000	\$0	0.3843
Dallas	65124847110010000	\$392,040	1.044
Dallas	65124847110300000	\$121,680	0.3114
Dallas	65124847110280000	\$76,670	0.1647

County	Account Number	Taxable Value	Acres
Dallas	48000500240070000	\$42,000	0.1568
Dallas	48000500240020000	\$135,490	0.2882
Dallas	48000500240100000	\$115,800	0.3197
Dallas	48000500400040000	\$0	0.6128
Dallas	48000500400010000	\$0	0.2023
Dallas	65124847110340000	\$195,410	0.5211
Dallas	65124847110050000	\$35,880	0.171
Dallas	65124847110350000	\$278,190	0.95
Dallas	480042600A0030000	\$6,352,020	5.012
Dallas	65124847110110000	\$202,220	0.5036
Dallas	48000500240050000	\$63,000	0.1859
Dallas	48000500350090000	\$176,270	0.2169
Dallas	48000500330070000	\$93,304	0.9482
Dallas	489013300A0020000	\$965,200	3.405
Dallas	480113300B0080000	\$221,930	0.3183
Dallas	480042600A0010000	\$197,980	0.5052
Dallas	485070600G0030000	\$182,550	0.3731
Dallas	48000500240010000	\$52,500	0.0946
Dallas	48000500400010100	\$0	0.2002
Dallas	480010000A0000100	\$695,000	0.5778
Dallas	48001000010010000	\$76,930	0.3472
Dallas	489013300A0010000	\$2,276,560	1.956
Dallas	48000500230090000	\$75,823	0.1527
Dallas	48000500360040000	\$78,630	0.1453
Dallas	48000500390010000	\$81,500	0.1775
Dallas	48000500330020000	\$143,530	0.2766
Dallas	48000500280050000	\$321,080	0.9831
Dallas	48000500400030000	\$0	0.3382
Dallas	48000500410010000	\$0	0.8928
Dallas	480010000B10A0000	\$185,720	0.5556
Dallas	65124847110110100	\$206,000	0.4892
Dallas	48000500230010100	\$286,790	0.094
Dallas	48000500350050000	\$176,270	0.1915
Dallas	48000500350030000	\$173,000	0.1887
Dallas	480005002807R0000	\$250,000	0.3875
Dallas	480118100B0010000	\$512,160	0.8988
Dallas	48000500410040200	\$165,560	0.2228
Dallas	48011410000050000	\$217,510	0.6438
Dallas	65124847110060000	\$78,440	0.3109

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

County	Account Number	Taxable Value	Acres
Dallas	65124847010140400	\$0	9.41
Dallas	480008000A0010000	\$1,825,030	1.003
Dallas	48000500230070000	\$298,000	0.5272
Dallas	48000500240120000	\$42,000	0.1581
Dallas	48000500360090000	\$176,850	0.1627
Dallas	480005002601R0000	\$421,060	0.98
Dallas	48000500330060000	\$15,078	0.1381
Dallas	48KANSASCITYSOU00	\$0	0
Dallas	484176500A0010000	\$200,130	3.464
Dallas	484176500A0030000	\$209,350	2.403
Dallas	484176500A0020000	\$436,360	0.6945
Dallas	480042600A2R20100	\$23,530	0.06
Dallas	480042600A2R10000	\$645,840	0.287
Dallas	486063800A48X0000	\$0	4.4323
Dallas	48000500440010000	\$0	2.442
Dallas	486063800A47X0000	\$4,610	0.5731
Dallas	65124847110220000	\$123,993	0.5
Dallas	480005002714A0000	\$169,470	0.262
Dallas	480161600A0010000	\$628,000	0.393
Dallas	48001390010010000	\$0	0.7052
Dallas	48000500110010000	\$126,430	0
Dallas	65124847017010100	\$0	0.545
Dallas	480051500A3R20000	\$0	6.114
Dallas	48000500180010000	\$303,750	1.878
Dallas	48000500390010200	\$71,600	0.1582
Dallas	48000500340010000	\$0	1.727
Dallas	48000500360100000	\$50,470	0.1655
Dallas	48000500360110000	\$123,890	0.1655
Dallas	48000500450010000	\$92,390	0
Dallas	480005001103R0000	\$345,630	0.25
Dallas	480009500101R0000	\$2,753,780	2.02
Dallas	48000500190190000	\$103,627	0.3782
Dallas	48000500200070000	\$98,670	0.1653
Dallas	48000500190070000	\$0	0.3
Dallas	48000500260070000	\$167,080	0.4055
Dallas	65124847110310000	\$126,020	0.43
Dallas	480036502516RA000	\$687,920	0.3324
Dallas	480036502516RB000	\$294,080	0.2876
Dallas	48004290020170000	\$7,970	0.3388

County	Account Number	Taxable Value	Acres
Dallas	65174767010020000	\$177,730	5.4
Dallas	480065800C0040000	\$382,500	0
Dallas	480065800C02A0000	\$38,920	0
Dallas	48004290030040000	\$7,990	0
Dallas	48004290020070000	\$4,540	0.1931
Dallas	48000500350010000	\$700,000	0.5374
Dallas	65134626010180000	\$90,040	3.8276
Dallas	48004290020150000	\$7,970	0.3388
Dallas	48004290020080000	\$7,180	0.305
Dallas	48000500200070100	\$47,230	0.1653
Dallas	48004290020160000	\$7,970	0.3388
Dallas	48004290020140000	\$7,970	0.3388
Dallas	48004290020190000	\$7,240	0.3076
Dallas	48004290030020000	\$10,700	0
Dallas	48006680010010000	\$20,680	0
Dallas	48004290010040000	\$7,970	0.3387
Dallas	48004290010020000	\$7,970	0.3387
Dallas	48004290010110000	\$2,500	0.1062
Dallas	480066600C0070000	\$181,000	0
Dallas	48004290010080000	\$8,970	0.3812
Dallas	48004290010060000	\$0	1.89
Dallas	48004290010050000	\$7,970	0.3387
Dallas	48004290010100000	\$6,550	0.2784
Dallas	48004290010090000	\$8,890	0.3778
Dallas	48000500390040000	\$103,320	0.427
Dallas	48004290020180000	\$7,970	0.3388
Dallas	48004290030030000	\$7,970	0.3387
Dallas	48004290030010000	\$11,320	0
Dallas	65124847110310100	\$122,710	0.5749
Dallas	480066600C0080000	\$253,750	0
Dallas	48004290020130000	\$7,970	0.3388
Dallas	48004290020110000	\$0	0.9571
Dallas	480065800C0060000	\$382,500	0
Dallas	480065800C0050000	\$382,500	0
Dallas	48004290020090000	\$7,970	0.3388
Dallas	48004290010070000	\$8,970	0.3811
Dallas	48004290020060000	\$1,910	0.0813
Dallas	48000500200160000	\$50,400	0.165
Dallas	480042602017R0000	\$222,300	0.083

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

County	Account Number	Taxable Value	Acres
Dallas	480042602018R0000	\$222,300	0.083
Dallas	480066700A05R0000	\$280,160	0
Dallas	48004290020100000	\$7,970	0.3388
Dallas	48004290010010000	\$7,950	0.3378
Dallas	480042600A2R20000	\$790,000	0.87
Dallas	480014700A0010000	\$0	1.167
Dallas	48006550000010000	\$1,081,920	0.6371
Dallas	65124847010250000	\$168,600	0.774
Dallas	48000500200110000	\$50,400	0.1653
Dallas	48005000191R20000	\$0	2.784
Dallas	480066700A0080000	\$358,720	0

County	Account Number	Taxable Value	Acres
Dallas	480065800C0010000	\$602,640	0
Dallas	48004290020120000	\$7,970	0.3388
Dallas	48004290010030000	\$7,970	0.3387
Dallas	48000500430020100	\$249,950	0.1891
Dallas	48012000010030000	\$236,520	0.9915
Dallas	48012000010020000	\$273,610	1.014
Dallas	48012000010010000	\$170,792	1.096
Dallas	48000500430030000	\$73,675	0.3368
Dallas	48000500430020200	\$174,280	0.1866
Dallas	48000500430010000	\$191,160	0.3044
Dallas	480113500M0150000	\$305,072	1.0077

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

County	Property ID	Taxable Value	Acres
Collin	424133	\$1,696,923	23.558
Collin	424188	\$123,715	0.9467
Collin	424204	\$168,969	0.862
Collin	424213	\$167,009	0.852
Collin	424302	\$138,521	1.06
Collin	424384	\$0	2.9
Collin	426033	\$0	3.37
Collin	427933	\$604,526	1.542
Collin	427951	\$814,850	1.3981
Collin	427997	\$656,667	2.01
Collin	432473	\$0	100.14
Collin	450791	\$643,150	0.5385
Collin	450835	\$223,687	0.871
Collin	450844	\$159,952	0.459
Collin	450853	\$159,952	0.459
Collin	451095	\$421,094	0.627
Collin	451184	\$372,443	0.323
Collin	451193	\$55,250	0.488
Collin	1326103	\$0	2.75
Collin	1610180	\$789,103	0
Collin	1871674	\$602,813	0.54
Collin	1877874	\$0	94.0215
Collin	2028340	\$0	0
Collin	2028341	\$0	0
Collin	2143053	\$275,717	23.9056
Collin	2512057	\$712,075	1.6347
Collin	2512058	\$1,000	0.0871
Collin	2519562	\$702,137	0.5969
Collin	2543078	\$35,153	0.1345
Collin	2557567	\$667,497	0.8358
Collin	2557569	\$3,867,142	4.228
Collin	2557570	\$848,847	0.8769
Collin	2564316	\$1,286,261	1.2446
Collin	2575579	\$28,338	9.4459
Collin	2587020	\$1,455	0.167
Collin	2598365	\$6,103	0.0467
Collin	2631745	\$83	0.3812
Collin	2631746	\$2,222	0.3812
Collin	2631747	\$7,316	0.4421

County	Property ID	Taxable Value	Acres
Collin	2631748	\$18,187	0
Collin	2631749	\$7,477	0
Collin	2631750	\$7,380	0
Collin	2631751	\$7,380	0
Collin	2631752	\$7,305	0.3388
Collin	2631753	\$5,608	0.3388
Collin	2631754	\$3,173	0.3388
Collin	2631755	\$736	0.3388
Collin	2647386	\$1,682,505	5.15
Collin	2648345	\$1,138,754	0.693
Collin	2672094	\$0	0.9755
Collin	2675093	\$559,927	24.0476
Collin	2675788	\$165	0.9858
Collin	2675789	\$68,019	43.149
Collin	2675791	\$1,000	0.08
Collin	2686914	\$1,915	11.4669
Collin	2689729	\$813,200	0.913
Collin	2692504	\$2,537,460	2.083
Collin	2701104	\$65,162,540	18.712
Collin	2701209	\$14,073,591	16.338
Collin	2701210	\$541,015	0.828
Collin	2701993	\$1,800,653	1.4342
Collin	2701994	\$641,080	1.4034
Collin	2704958	\$3,252,533	1.02
Collin	2704959	\$922,359	0.9564
Collin	2704962	\$1,614,522	1.571
Collin	2714780	\$7,168,497	3.7892
Collin	2719230	\$3,070,907	0.865
Collin	2732100	\$1,744,581	1.116
Collin	2739044	\$1,000	0.179
Collin	2759311	\$1,876,844	5.3858
Collin	2759312	\$1,993,654	5.721
Collin	2778736	\$3,174,033	1.484
Collin	2779508	\$565,871	1.4434
Collin	2779509	\$1,037,708	1.3433
Collin	2787719	\$2,135,150	1.066
Collin	2796729	\$870,800	0.7756
Collin	2799325	\$3,057,487	1.631
Collin	2799326	\$6,528,479	2.082

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

County	Property ID	Taxable Value	Acres
Collin	2801622	\$1,462,758	0.9809
Collin	2804736	\$879,191	1.003
Collin	2809654	\$28,330,813	13.421
Collin	2809656	\$5,000	0.731
Collin	2814900	\$3,483	0.0533
Collin	2820624	\$52,920	0.114
Collin	2820631	\$52,920	0.114
Collin	2820632	\$55,440	0.185
Collin	2820633	\$57,960	0.261
Collin	2820641	\$55,440	0.149
Collin	2820642	\$114,148	0.12
Collin	2820643	\$52,920	0.12
Collin	2820644	\$52,920	0.121
Collin	2820645	\$52,920	0.121
Collin	2820646	\$52,920	0.121
Collin	2820647	\$52,920	0.121
Collin	2820648	\$52,920	0.122
Collin	2820649	\$52,920	0.122
Collin	2820650	\$52,920	0.122
Collin	2820651	\$52,920	0.122
Collin	2820652	\$52,920	0.123
Collin	2820653	\$52,920	0.123
Collin	2820654	\$52,920	0.123
Collin	2820655	\$52,920	0.123
Collin	2820656	\$52,920	0.124
Collin	2820657	\$50,400	0.165
Collin	2820658	\$52,920	0.124
Collin	2820659	\$52,920	0.125
Collin	2820660	\$52,920	0.145
Collin	2820668	\$52,920	0.119
Collin	2820669	\$52,920	0.119
Collin	2820670	\$52,920	0.119
Collin	2820671	\$52,920	0.119
Collin	2820672	\$52,920	0.119
Collin	2820673	\$52,920	0.119
Collin	2820674	\$52,920	0.119
Collin	2820675	\$52,920	0.119
Collin	2820676	\$52,920	0.119
Collin	2820677	\$52,920	0.119

County	Property ID	Taxable Value	Acres
Collin	2820678	\$52,920	0.131
Collin	2820679	\$0	3.062
Collin	2820735	\$52,920	0.121
Collin	2820736	\$52,920	0.121
Collin	2820737	\$122,171	0.121
Collin	2820738	\$52,920	0.121
Collin	2820739	\$104,656	0.121
Collin	2820740	\$52,920	0.121
Collin	2820741	\$83,682	0.121
Collin	2820742	\$74,001	0.121
Collin	2820743	\$81,028	0.121
Collin	2820744	\$52,920	0.134
Collin	2820745	\$52,920	0.134
Collin	2820759	\$52,920	0.121
Collin	2820760	\$52,920	0.114
Collin	2820761	\$52,920	0.114
Collin	2820762	\$52,920	0.114
Collin	2820763	\$52,920	0.114
Collin	2820764	\$52,920	0.114
Collin	2820765	\$52,920	0.114
Collin	2820766	\$52,920	0.114
Collin	2820767	\$52,920	0.114
Collin	2820768	\$1,000	0.273
Collin	2820789	\$52,920	0.121
Collin	2820790	\$123,431	0.121
Collin	2820791	\$52,920	0.121
Collin	2820792	\$52,920	0.121
Collin	2820793	\$52,920	0.121
Collin	2820794	\$52,920	0.121
Collin	2820795	\$52,920	0.121
Collin	2820796	\$52,920	0.121
Collin	2820797	\$52,920	0.121
Collin	2820798	\$0	0
Collin	2820799	\$1,000	0.123
Collin	2820801	\$114,562	0.107
Collin	2820802	\$50,400	0.079
Collin	2820803	\$50,400	0.079
Collin	2820804	\$111,691	0.079
Collin	2820805	\$101,912	0.079

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

County	Property ID	Taxable Value	Acres
Collin	2820806	\$113,419	0.079
Collin	2820807	\$108,631	0.079
Collin	2820808	\$113,116	0.079
Collin	2820809	\$111,540	0.079
Collin	2820810	\$102,178	0.079
Collin	2820811	\$111,691	0.079
Collin	2820812	\$78,514	0.079
Collin	2820813	\$77,853	0.092
Collin	2820814	\$50,400	0.092
Collin	2820815	\$50,400	0.079
Collin	2820816	\$50,400	0.079
Collin	2820817	\$50,400	0.079
Collin	2820818	\$50,400	0.079
Collin	2820819	\$50,400	0.079
Collin	2820820	\$50,400	0.079
Collin	2820821	\$50,400	0.079
Collin	2820822	\$50,400	0.079
Collin	2820823	\$50,400	0.079
Collin	2820824	\$50,400	0.079
Collin	2820825	\$50,400	0.079
Collin	2820826	\$50,400	0.107
Collin	2820827	\$50,400	0.107
Collin	2820828	\$50,400	0.079
Collin	2820829	\$50,400	0.079
Collin	2820830	\$50,400	0.079
Collin	2820831	\$50,400	0.079
Collin	2820832	\$50,400	0.079

County	Property ID	Taxable Value	Acres
Collin	2820833	\$50,400	0.079
Collin	2820834	\$50,400	0.079
Collin	2820835	\$50,400	0.079
Collin	2820836	\$50,400	0.079
Collin	2820837	\$50,400	0.079
Collin	2820838	\$50,400	0.079
Collin	2820839	\$50,400	0.092
Collin	2820840	\$50,400	0.092
Collin	2820841	\$50,400	0.079
Collin	2820842	\$50,400	0.079
Collin	2820843	\$50,400	0.079
Collin	2820844	\$50,400	0.079
Collin	2820845	\$50,400	0.079
Collin	2820846	\$50,400	0.079
Collin	2820847	\$50,400	0.079
Collin	2820848	\$50,400	0.079
Collin	2820849	\$50,400	0.079
Collin	2820850	\$50,400	0.079
Collin	2820851	\$50,400	0.079
Collin	2820852	\$50,400	0.107
Collin	2820853	\$52,920	0.138
Collin	2820854	\$52,920	0.114
Collin	2820855	\$52,920	0.114
Collin	2820856	\$52,920	0.114
Collin	2820857	\$52,920	0.114
Collin	2820858	\$52,920	0.114
Collin	2820859	\$52,920	0.114

EXHIBIT “C”
PRELIMINARY FINANCING AND PROJECT PLAN

If there are any additional questions, please feel free to reach out to Petty & Associates directly.

Petty & Associates, Inc.
<https://www.pettyassociates.com/>

Trent Petty
President
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817-618-2823

Kirk McDaniel
Project Manager
kirk@pettyassociates.com
817-880-6036

PETTY
& ASSOCIATES



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	4. Receive a recommendation from the Parks and Recreation Board on the use of \$869,874.00 in parkland dedication fees for Heritage Park upgrades that will be made by PMB during development at The Station.
Access	Public
Type	Action
Preferred Date	Oct 18, 2021
Absolute Date	Oct 18, 2021
Recommended Action	Accept a recommendation from the Parks and Recreation Board on the use of \$869,874.00 in parkland dedication fees for Heritage Park upgrades that will be made by PMB during development at The Station.

Public Content

BACKGROUND

A significant component to The Station development is a major investment in Heritage Park. Heritage Park is the City's largest park, and will be a featured element as a part of the ultimate design of The Station. The City has agreed to partner with PMB to enhance the park, with PMB taking on the majority of the cost as a part of the overall project.

OVERVIEW

The Development Agreement for The Station contemplates the use of parkland dedication fees as a portion of the City's contribution to Heritage Park improvements. The Parks and Recreation Board received an update on Heritage Park design from Taylor Baird with PMB and is recommending that the City Council authorize the use of \$869,874.00 in parkland dedication fees.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Accept the Parks and Recreation Board's recommendation on the use of \$869,874.00 in parkland dedication fees for Heritage Park upgrades that will be made by PMB during development at The Station.

[Heritage Park Presentation \(Park Board\)_September 2021_Final.pdf \(43,248 KB\)](#)



THE STATION

SACHSE - TEXAS

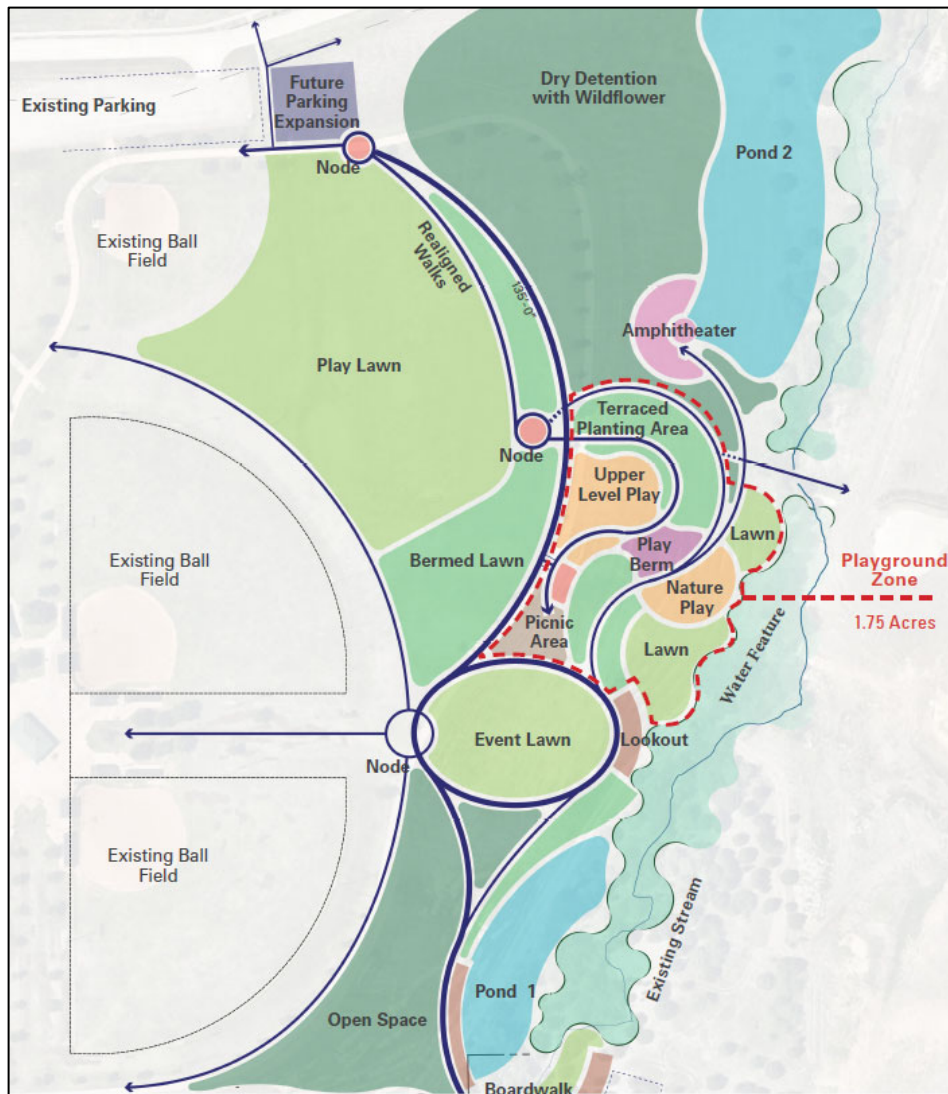
Executive Summary

- Formal request for \$869,874 of Parks & Recreation Board participation in the forthcoming Heritage Park redevelopment (“Project”)
- The Heritage Park and Regional Detention combined budgets are approximately \$6.1MM
- Project Schematic Design is complete, subject to approvals from City Council and Staff
- Expected commencement of construction in Q122

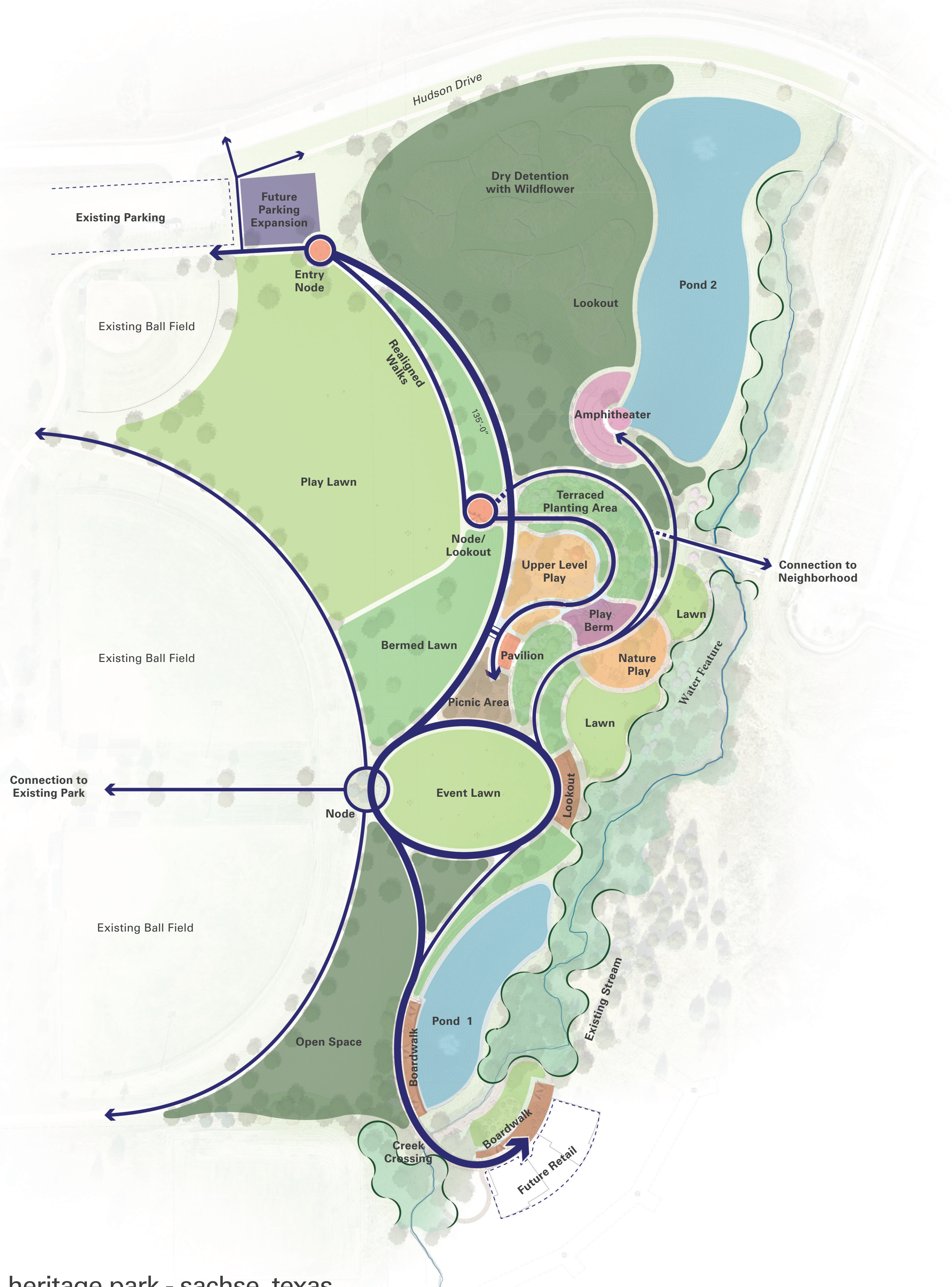
Original Concept Plan Presented early 2019



Current Schematic Plan (2021)



- Developed plan further to add detail and respond to civil engineering studies
- Program currently includes:
 - Splash pad
 - Boardwalk
 - Large Playground
 - Event lawn
 - Amphitheater
 - Nature play
- Ponds and dry detention do not impact existing stream or require mitigation

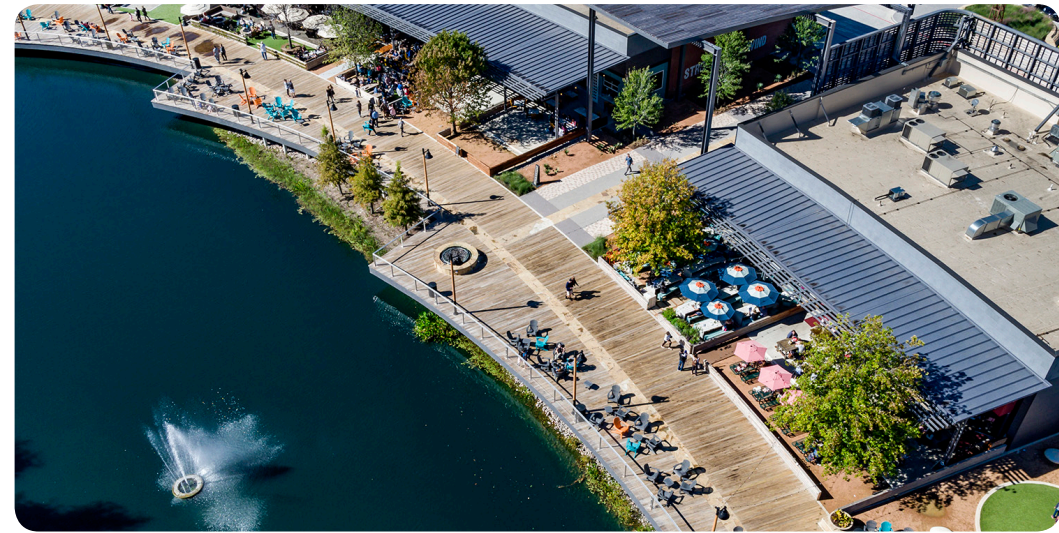
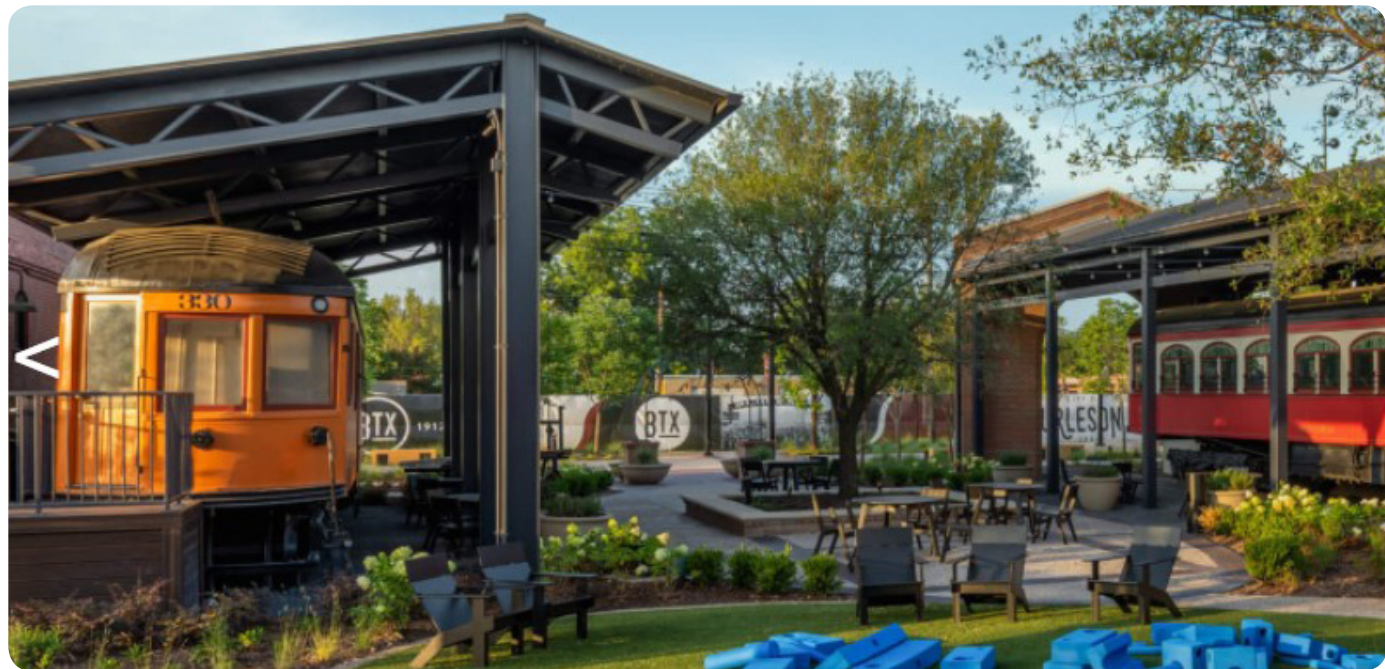
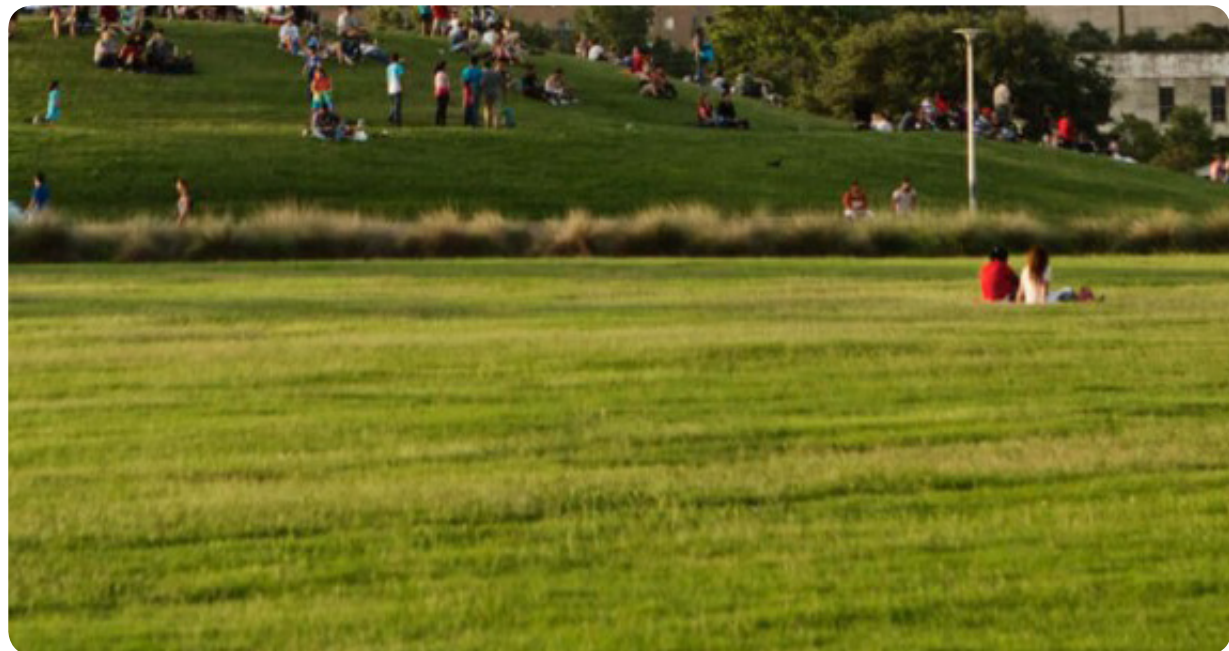
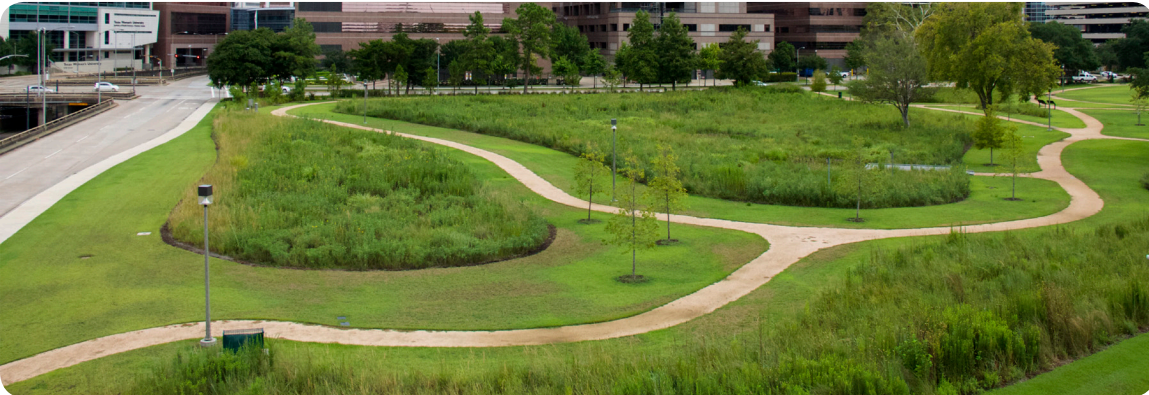


Concept Goals & Imagery

To establish a community gathering place that **celebrates the history** of the town of Sachse.

To promote and emphasize easy and **comfortable pedestrian connections** to the new and adjacent neighborhoods.

To **preserve the existing stream** and tree stand and embrace as the backbone of the park; program and amenities will enhance its presence.



- Overall Plan Legend**
- 01_ Future retail with patios overlooking existing stream
 - 02_ Bridge over stream connecting retail to park
 - 03_ Retention pond with fountain emitter
 - 04_ Public boardwalk overlooking pond
 - 05_ Stone retaining walls
 - 06_ Open space
 - 07_ Existing sidewalk to remain
 - 08_ New trees lining sidewalk
 - 09_ Existing ball fields to remain
 - 10_ New sidewalk looping back to existing parking
 - 11_ Open space with space for soccer field
 - 12_ Existing junior ball field
 - 13_ New outfield fence for ball field
 - 14_ Existing parking
 - 15_ Future parking expansion area
 - 16_ Entry plaza
 - 17_ Dry detention area with native and wildflower planting
 - 18_ Retention pond with fountain emitter
 - 19_ Existing stream to remain
 - 20_ The Station single family lots
- 0

40'

80'

160'



Enlargement Plan

- Enlargement Plan Legend**
- 01_ Gathering lawn
 - 02_ Overlook with shade structure
 - 03_ Picnic area
 - 04_ Train-inspired shade structure
 - 05_ Train play structure
 - 06_ Playground with Shade Sails
 - 07_ Water tower-inspired play tower
 - 08_ Grade break slope with slides and climbing rocks separating upper play zone from lower nature play area
 - 09_ Nature play
 - 10_ Tot Lot play area
 - 11_ Play lawn
 - 12_ Access to stream for water play
 - 13_ Sloped area with rocks and planting
 - 14_ Train truss-style pedestrian bridge
 - 15_ Plaza with shade structure
 - 16_ Open area with space for soccer field
 - 17_ Amphitheater
 - 18_ Retention pond
- 0

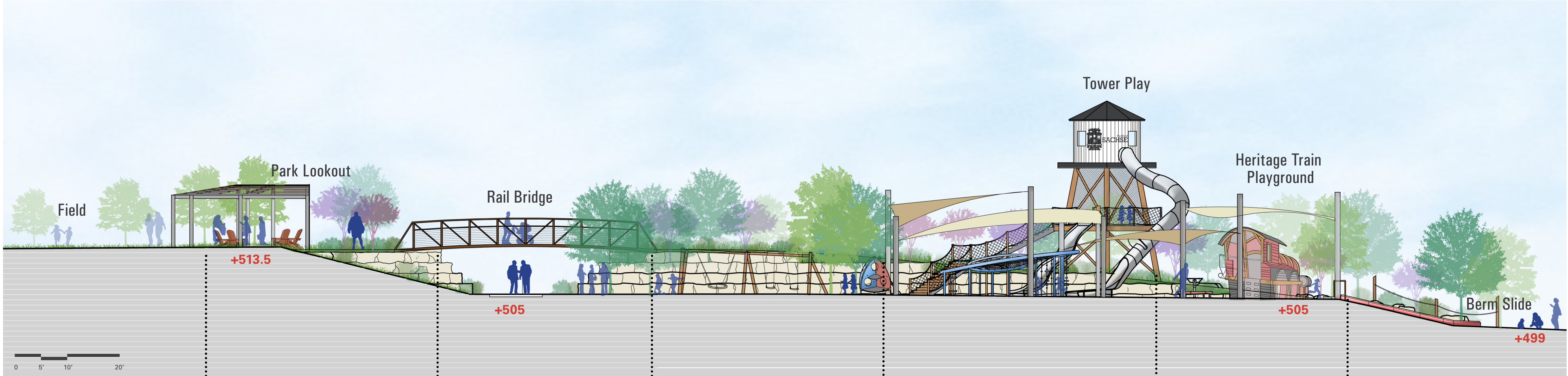
20'

40'

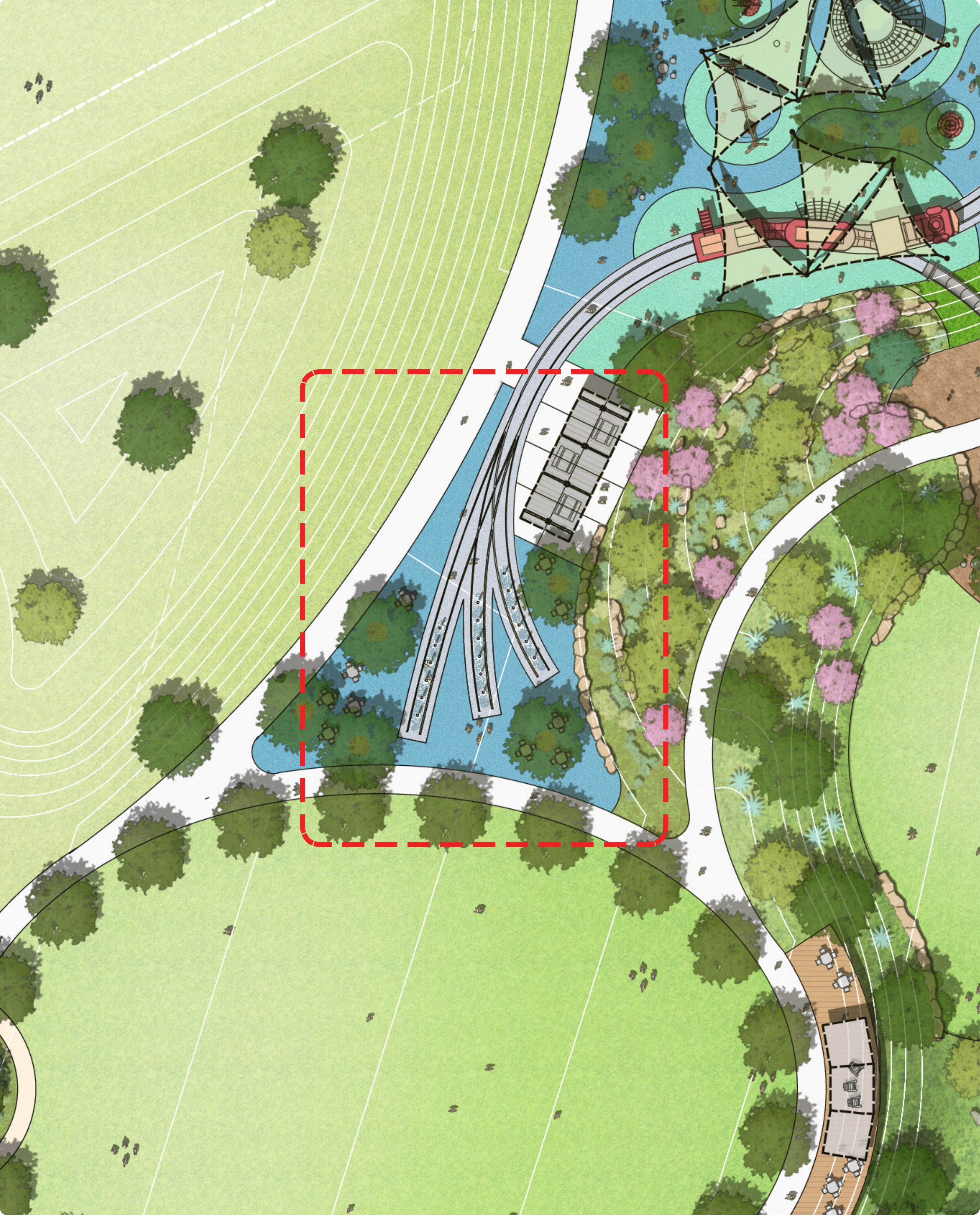
80'











Proposed Budget for \$870K Contribution

Budget Item	Proj. Cost
Splash Pad Water Play	500,000
Custom Water Tower Play Structure	330,000
Hard Cost Contingency (5%)	41,500
Grand Total	\$871,500





Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	5. Consider authorizing the City Manager to enter into an interlocal agreement between Collin County and the City of Sachse concerning the J.K. Sachse Park Phase 1 project in which the county agrees to fund a portion of the total cost in an amount not to exceed One Hundred Sixty-One Thousand, Two hundred Ninety-Four and No/100 Dollars (\$161,294.00).
Access	Public
Type	Action, Discussion
Recommended Action	Authorize the City Manager to enter into an interlocal agreement between Collin County and the City of Sachse concerning the J.K. Sachse Park Phase 1 project in which the county agrees to fund a portion of the total cost in an amount not to exceed One Hundred Sixty-One Thousand, Two hundred Ninety-Four and No/100 Dollars (\$161,294.00).

Public Content

BACKGROUND

In November 2018, the citizens of Collin County approved a \$10 million bond proposition for Parks and Open Space. Through the year 2023, Collin County will make these funds accessible to cities and non-profit organizations within the County. These funds will be obtainable through an application process to assist with the acquisition of park land, trail construction, and park/open space improvements.

This is a reimbursement program. Applicants must have a minimum dollar for dollar in matching funds comprised of direct cash, value of land to be improved, donated labor, and material or in-kind services, for the project being proposed.

The City of Sachse submitted an application and was awarded grant funds to assist in Phase 1 of the J.K. Sachse Park project. The City estimates the cost of Phase 1 to be One-Million, Six-Hundred One Thousand, Ninety-Three and No/100 Dollars (\$1,601,093.00). The County has agreed to fund a portion of this total cost in an amount not to exceed One Hundred Sixty-One Thousand, Two hundred Ninety-Four and No/100 Dollars (\$161,294.00).

OVERVIEW

Staff worked with Kimley-Horn and Associates to put together the application that was submitted to Collin County for this grant. The application included plans to match funds for this project. Municipal Development District Funds are being used to build J.K. Sachse Park. The matching funds will come from the multi-year, multi-phase project that will include a restroom facility, pavilion, splash pad, sand volleyball courts, food truck parking, playground, pickleball courts, outdoor games, and an ornamental grass maze.

The grant funds that have been awarded will be utilized for the following:

- 20,340 square feet of reinforced concrete trail
- Two barrier free ramps
- Cut/fill excavated dirt to be used in berms

RECOMMENDATION

Authorize the City Manager to enter into an interlocal agreement between Collin County and the City of Sachse concerning the J.K. Sachse Park Phase 1 project in which the county agrees to fund a portion of the total cost in an amount not to exceed One Hundred Sixty-One Thousand, Two hundred Ninety-Four and No/100 Dollars (\$161,294.00).

[Resolution - Grant Acceptance Collin County Parks Open Space Project Funding.pdf \(14 KB\)](#)

[ILA_City of Sachse J.K. Sachse Park Phase.pdf \(149 KB\)](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING TO ACCEPT COLLIN COUNTY PARKS AND OPEN SPACE PROJECT GRANT FUNDS IN THE AMOUNT OF ONE-HUNDRED SIXTY-ONE THOUSAND, TWO-HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$161,294.00) FOR THE DEVELOPMENT OF J. K. SACHSE PARK TRAIL WITHIN J.K. SACHSE PARK PHASE ONE, WITHIN THE CITY AND COLLIN COUNTY LIMITS.

WHEREAS, the City of Sachse will commence the development of J.K. Sachse Park Phase 1 project to provide its citizens with a new open space and park trail within the City and Collin County limits; and

WHEREAS, the J.K. Sachse Park Phase 1 project is estimated to cost \$1,601,093.00; and

WHEREAS, Collin County has approved the application for the J.K. Sachse Park Trail component through the Collin County Parks and Open Space Project Funding Assistance Program; and

WHEREAS, the City Council has been presented with grant funding in the amount of (\$161,294.00) to be used only for the development of the of J.K. Sachse Park Trail project through the Collin County Open Space and Trails Funding Assistance Program; and

WHEREAS, the remaining funding for the J.K. Sachse Park Trail project will be paid from the Municipal Development District funds;

WHEREAS, upon full review, the City Council is of the opinion and finds that this Resolution should be approved, and the City Manager is authorized to accept the grant funds from the Collin County Parks and Open Space Funding Assistance Program and to execute all related documents on behalf of the City of Sachse, Texas;

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

SECTION 1. The City Council hereby authorizes the City Manager to accept the grant funds in the amount of \$161,294.00 to be used only for the development of the J.K. Sachse Park Trail component of J.K. Sachse Park Phase 1, through the Collin County Parks and Open Space Project Funding Assistance Program and to execute any related documents on behalf of the City of Sachse.

SECTION 2. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 18th day of October, 2021.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Leah K. Granger
Executive Assistant to the City Manager

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF SACHSE
2018 PARKS AND OPEN SPACE BOND PROJECT OI18PG23**

WHEREAS, the County of Collin, Texas (“County”) and the City of Sachse (“City”) desire to enter into an Agreement concerning the J.K. Sachse Park Phase 1 project in the City of Sachse, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all county residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan;

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange for the construction of the J.K. Sachse Park Phase 1 project, hereinafter called the “Project”.

ARTICLE II.

The City shall prepare plans and specifications for improvements, accept bids, award a construction contract, and administer the construction contract in accordance with all state statutory requirements. The City shall provide the County with a copy of executed construction contract(s) for the Project. All improvements shall be in accordance with the plans and specifications approved by the City. Changes to the Project which alter the initial funding set forth in Exhibit “A” must be reviewed by the Parks Foundation Advisory Board and approved by the Commissioners Court.

ARTICLE III.

The City will not expend assistance funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the Project to be \$1,601,093.00. The County agrees to fund a portion of the total cost for items described in Exhibit “A” in an amount not to exceed **\$161,294.00**. The County shall reimburse the City for invoices paid by the City for cost related to the Project on a dollar for dollar matching basis. Alternative payment schedules would require Commissioners Court approval.

ARTICLE V.

Collin County’s dollar for dollar matching participation in this project shall not exceed \$161,294.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

The City shall also provide **quarterly progress reports** in electronic format to the contact identified on Exhibit “A”. Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including the City’s match, in-kind services, or donations for the project. All projects for which the County has provided funds through its 2018 Parks and Open Space Bond Program must remain open and accessible to all county residents. Upon development of the property, the City shall install a **project sign** identifying the project as being partially funded by the Collin County 2018 Parks and Open Space Bond Program.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys’ fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

EXPENSES FOR ENFORCEMENT. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

ARTICLE XV.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

ARTICLE XVI.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XVII.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED on this ____ day of _____, 2021, by Collin County,
pursuant to Commissioners' Court Order No. _____.

APPROVED AS TO FORM:

COLLIN COUNTY, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Chris Hill, County Judge

EXECUTED on this ____ day of _____, 2021, on behalf of the City
of Sachse pursuant to City Council Resolution No. _____.

ATTEST:

CITY OF SACHSE

By: _____
Leah K Granger,
Executive Assistant to the City Manager

By: _____
Gina Nash, City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., City Attorney

EXHIBIT "A"

The County will provide funding assistance for the following:

- ☐ 20,340 square feet reinforced concrete trail (item 25)
- ☐ Two barrier free ramps (item 27)
- ☐ Cut/fill excavated dirt to be used in berms (Items 29)

Total funding
County Project Code OI18PG23

\$161,294.00

Contact Information

Request for reimbursement submitted to:

Collin County Engineering Department
Dawn Redwine
4690 Community Avenue, Suite 200
McKinney, Texas 75071
972-548-3744

Submission of electronic photos and quarterly reports:

Dawn Redwine
dredwine@co.collin.tx.us

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: W. Lance Whitworth

Address: 3815-B Sachse Road, Sachse, TX 75048

Phone: 469-429-0276

Fax: _____

Email: lwhitworth@cityofsachse.com



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	6. Discuss and consider an amendment to the Memorandum of Understanding between the City of Sachse and 5 Loaves Food Pantry.
Access	Public
Type	Action, Discussion
Preferred Date	Oct 18, 2021
Absolute Date	Oct 18, 2021
Recommended Action	Discuss and consider an amendment to the Memorandum of Understanding between the City of Sachse and 5 Loaves Food Pantry.

Public Content

BACKGROUND

At its August 17, 2020, regular meeting, the City Council approved a Memorandum of Understanding (MOU) by and between the City of Sachse and 5 Loaves Food Pantry for the use of the City's allocation of CARES Act funds. Specifically, the City agreed to share a portion of its CARES Act allocation with the food pantry to aid in its response to the COVID-19 pandemic. Since the arrival of the pandemic in the United States in March 2020, 5 Loaves has had to increase its operations substantially to keep up with the increased demand for social services.

Upon approval of the MOU, 5 Loaves embarked on its project. Unfortunately, due to unprecedented rising costs in construction, 5 Loaves encountered several cost overruns on components of its project. At this point, 5 Loaves is \$25,943.09 over the budgeted amount in the MOU and has another \$34,052.78 in outstanding reimbursement requests to the City. In order to move forward, 5 Loaves is requesting that the City Council consider whether it would like to proceed with amending the original MOU amount by \$59,995.87. To prevent delays with construction, ensure the pantry could continue operations, and prevent any further issues with backordered items, the City issued payments to 5 Loaves in the amount of \$25,943.09; however, the City has not issued any further funds until reviewed by the City Council.

OVERVIEW

There were several significant changes to the City's CARES Act allocations since the original approval of the 5 Loaves item. First, the deadline to use the funds was extended unilaterally. This means that funds could be expended beyond the original December 31, 2020, deadline. Second, and most notably, the City received a last-minute additional allocation from Collin County of \$270,491. After factoring in outstanding projects of carpet replacement at \$41,197 and the EOC upgrades at \$76,744, the City has \$152,550 available in its CARES Act funds account for projects. If the City Council elects to authorize an amendment to the MOU by the requested \$59,995.87 amount, this will leave \$92,554.13 in the CARES Act special revenue account.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Discuss and consider an amendment to the Memorandum of Understanding between the City of Sachse and 5 Loaves Food Pantry.

[5 Loaves Closeout-Amend MOU.pdf \(161 KB\)](#)

CARES Act 5 Loaves Close-out

City Council
October 18, 2021



Background

- City agreed to allocate a portion of its CARES Act funds to the 5 Loaves Food Pantry in recognition of its efforts to support the Sachse and surrounding communities during the COVID-19 pandemic
- Memorandum of Understanding-September 2020
 - \$25,000-COVID-19 food purchase
 - \$3,000-Team Up to Fight Hunger donation
 - \$129,700—Forklift, truck liftgate, facility upgrades
 - MOU total was \$157,700



5 Loaves Project

- Significant increases in building footprint and design once the freezer layout was reviewed by an architect
 - Additional unanticipated costs
- 5 Loaves is currently \$25,943.09 over the original budgeted they are requesting an additional amount of \$34,052.78 (which has been paid) in reimbursement requests
- 5 Loaves is requesting that the City Council amend the original MOU by \$59,995.87 to cover the aforementioned amounts



Project Expenditures

Date	Description	Amount	Cumulative	Balance
	Starting Balance			129,700.00
10/9/20	Forklift	8,900.00	8,900.00	120,800.00
11/16/20	Truck liftgate	4,289.39		
11/16/20	Cold storage building	41,286.60	54,475.99	75,224.01
3/16/21	Site work	38,000.00	92,475.99	37,224.01
5/7/21	Storage buildings	32,130.00	124,605.99	5,094.01
5/28/21	Labor-buildings	13,650.00	138,255.99	-8,555.99
6/10/21	New cooler/freezer	17,387.10	155,643.09	-25,943.09
Pending	Installation cooler/freezer	16,510.38	Paid by 5 Loaves	
Pending	Electrical cooler/freezer	13,442.40	Paid by 5 Loaves	
Pending	Labor-patio cover	4,100.00	Paid by 5 Loaves	-59,995.87



Additional Information

- Two significant actions occurred post-MOU approval
 - Changes to CARES Act: Original December 2020 spending deadline was unilaterally eliminated to allow recipients to finish programs
 - Collin County Disbursement: Collin County provided the City with a last-minute allocation of \$270,491 at the end of 2020
- Less the carpet removal project (\$41,197) and the EOC upgrades project (\$76,744), the City's CARES Act special revenue fund has \$152,550 available
- If the City Council were to agree to the proposed amendment by adding the requested \$59,995.87 to the MOU, the City's CARES Act special revenue fund would sit at \$92,554.13



Next Steps

- Does the Council wish to amend the MOU with the City of Sachse and 5 Loaves from \$157,700 to \$217,696?
- If yes, make a motion to amend the MOU by designated dollar amount





Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	7. Consider a resolution to authorize the City Manager to execute Amendment #1 to the Advance Funding Agreement between the City of Sachse and the State of Texas, acting through the Texas Department of Transportation, for the preparation of preliminary engineering (design schematic, environmental documents/public involvement); plans, specifications and estimates (PS&E), right-of-way acquisition and utility adjustment for the reconstruction and widening of a 2-lane roadway to a 4-lane divided urban roadway to include intersection, signal, shared use path improvements along Merritt Road/Woodbridge Parkway from south of Creek Crossing Lane to Pleasant Valley Road in the City of Sachse.
Access	Public
Type	Action, Discussion
Preferred Date	Oct 18, 2021
Absolute Date	Oct 18, 2021
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Certificates of Obligation through the City of Sachse General Fund, along with State and Federal funding.
Recommended Action	Approve a resolution to authorize the City Manager to execute Amendment #1 to the Advance Funding Agreement between the City of Sachse and the State of Texas, acting through the Texas Department of Transportation, for the preparation of preliminary engineering (design schematic, environmental documents/public involvement); plans, specifications and estimates (PS&E), right-of-way acquisition and utility adjustment for the reconstruction and widening of a 2-lane roadway to a 4-lane divided urban roadway to include intersection, signal, shared use path improvements along Merritt Road/Woodbridge Parkway from south of Creek Crossing Lane to Pleasant Valley Road in the City of Sachse.
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

On July 16, 2018, the City entered into an agreement with the Texas Department of Transportation for an Advance Funding Agreement for the Merritt Road Project (CSJ #0918-47-240). This agreement set the terms and funding participation for the preliminary engineering, plans, specifications, right-of-way acquisition, and utility relocations for the widening of Merritt Road from 2-lanes to 4-lanes.

This is the first amendment to the original Advance Funding Agreement (AFA).

OVERVIEW

In partnering with Federal and State Agencies, the scope, phases, and funding participation have been modified and are reflected in Amendment #1. The City has further developed the scoping of the project to include median landscaping and lighting as part of the project. Funding participation has increased from \$3,959,986 to \$15,664,440. The Local

participation has increased by \$1,250,000, the State participation has increased by \$454,454, and the Federal participation has increased by \$10,000,000 which is in agreement with the 80%/20% split.

POLICY CONSIDERATIONS

This Amendment to the Advance Funding Agreement is required in order to move forward on funding and completion of the project.

RECOMMENDATION

Approve a resolution to authorize the City Manager to execute Amendment #1 to the Advance Funding Agreement between the City of Sachse and the State of Texas, acting through the Texas Department of Transportation, for the preparation of preliminary engineering (design schematic, environmental documents/public involvement); plans, specifications and estimates (PS&E), right-of-way acquisition and utility adjustment for the reconstruction and widening of a 2-lane roadway to a 4-lane divided urban roadway to include intersection, signal, shared use path improvements along Merritt Road/Woodbridge Parkway from south of Creek Crossing Lane to Pleasant Valley Road in the City of Sachse.

[Resolution Approving First Amendment to Advance Funding Agreement with Texas Department of Transportation.pdf \(310 KB\)](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT #1 TO THE ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SACHSE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (EXECUTED ON JULY 30, 2018), FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM PROJECT OFF-SYSTEM, CSJ #0918-47-240, KNOWN AS MERRITT ROAD/WOODBRIDGE PARKWAY, FROM SOUTH OF CREEK CROSSING LANE TO PLEASANT VALLEY ROAD, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Sachse and the State of Texas executed an Advance Funding Agreement on July 30, 2018, for the preparation of preliminary engineering (design schematic, environmental documents/public involvement); plans, specifications and estimates (PS&E), right-of-way acquisition and utility adjustment for the reconstruction and widening of a 2-lane roadway to a 4-lane divided urban roadway to include intersection, signal, shared use path improvements along Merritt Road/Woodbridge Parkway from south of Creek Crossing Lane to Pleasant Valley Road in the City of Sachse;

WHEREAS, the City of Sachse and the State desire to enter into Amendment #1 to the Advance Funding Agreement to begin the construction phase of the project, revise the scope of work, and revise the funding participation; and

WHEREAS, the City Council of the City of Sachse finds it to be in the public interest to approve Amendment #1 to the Advance Funding Agreement;

WHEREAS, upon full review and consideration of Amendment #1 to the Advance Funding Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager is authorized to execute Amendment #1 on behalf of the City of Sachse, Texas;

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

SECTION 1. The City Manager is hereby authorized to execute Amendment #1 to the Advance Funding Agreement which is attached hereto as Exhibit "A" on behalf of the City of Sachse.

SECTION 2. This Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2021.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Leah K Granger,
Executive Assistant to the City Manager
(10-11-2021:TM 125334)

EXHIBIT "A"
Amendment #1

CSJ #: 0918-47-240
District #: 18-Dallas
Code Chart 64 #: 37200
Project: Merritt Road/Woodbridge Parkway
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the City of Sachse, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an Agreement on July 30, 2018 to effectuate their agreement for the preparation of preliminary engineering (design schematic, environmental documents/public involvement); plans, specifications and estimates (PS&E), right of way acquisition and utility adjustment for the reconstruction and widening of a 2-lane roadway to a 4-lane divided urban roadway to include intersection, signal, shared use path improvements along Merritt Road/Woodbridge Parkway from south of Creek Crossing Lane to Pleasant Valley Road in the City of Sachse; and,

WHEREAS, it has become necessary to amend that Agreement to begin construction phase; and

WHEREAS, it has become necessary to amend that Agreement to revise the scope of work; and

WHEREAS, it has become necessary to amend that Agreement to revise the funding participation;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

- A. Article 3. Scope of Work of the original agreement is deleted in its entirety and replaced with:

3. Scope of Work

The scope of work for the project consists of the preparation of preliminary engineering (design schematic, environmental documents/public involvement); plans, specifications and estimates (PS&E), right of way acquisition and utility adjustment for the reconstruction and widening of a 2-lane roadway to a 4-lane divided urban roadway to include intersection, signal, shared use path improvements, including illumination and landscaping along Merritt Road/Woodbridge Parkway from south of Creek Crossing Lane to Pleasant Valley Road in the City of Sachse.

CSJ #: 0918-47-240
District #: 18-Dallas
Code Chart 64 #: 37200
Project: Merritt Road/Woodbridge Parkway
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

- B. **Attachment C. Project Estimate and Source of Funds** of the original agreement is deleted in its entirety and replaced with:

Attachment C-1. Project Estimate and Source of Funds which is attached to and made part of this Agreement. The total agreement amount is increased by \$11,704,454 from \$3,959,986 to \$15,664,440.

Each reference to Attachment C, Project Estimate and Source of Funds of the original agreement is to be replaced with Attachment C-1. Project Estimate and Source of Funds.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Gina Nash
City Manager
City of Sasche

Date

Date

CSJ #: 0918-47-209
 District #: 18-Dallas
 Code Chart 64 #: 07650
 Project: Safe Routes to School
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C-1
PROJECT ESTIMATE AND SOURCE OF FUNDS
 (LG) Performs PE Work or Hires Consultant / (LG) Lets Project for Construction

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost		Cost
Environmental (by Local)	\$147,000.00	80%	\$117,600.00	0%	\$0.00	20%	\$29,400.00
Engineering (by Local)	\$1,323,000.00	80%	\$1,058,400.00	0%	\$0.00	20%	\$264,600.00
Right of Way (by Local)	\$980,000.00	80%	\$784,000.00	0%	\$0.00	20%	\$196,000.00
Construction-Cat. 5 (Local)	\$1,377,125.00	80%	\$1,101,700.00	0%	\$0.00	20%	\$275,425.00
Construction-Cat. 7 (Local)	\$10,872,875.00	80%	\$8,698,300.00	0%	\$0.00	20%	\$2,174,575.00
Subtotal	\$14,700,000.00		\$11,760,000.00		\$0.00		\$2,940,000.00
Direct State Cost – Env	\$3,000.00	80%	\$2,400.00	0%	\$0.00	20%	\$600.00
Direct State Cost – Eng.	\$13,500.00	80%	\$10,800.00	0%	\$0.00	20%	\$2,700.00
Direct State Cost – UTL	\$13,500.00	80%	\$10,800.00	0%	\$0.00	20%	\$2,700.00
Direct State Cost – ROW	\$20,000.00	80%	\$16,000.00	0%	\$0.00	20%	\$4,000.00
Direct State Cost – CNST	\$250,000.00	80%	\$200,000.00	0%	\$0.00	20%	\$50,000.00
Subtotal	\$300,000.00		\$240,000.00		\$0.00		\$60,000.00
Indirect State Cost – 4.52%	\$664,440.00	0%	\$0.00	100%	\$664,440.00		\$0.00
TOTAL	\$15,664,440.00		\$12,000,000.00		\$664,440.00		\$3,000,000.00

CSJ #: 0918-47-209
District #: 18-Dallas
Code Chart 64 #: 07650
Project: Safe Routes to School
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

Initial Payment by the Local Government to the State: \$10,000.00 (Payment of \$42,975.00 received on September 17, 2018)

Payment by the Local Government to the State prior to construction: \$17,025.00

Estimated total payment due by the Local Government to the State = \$60,000.00

This is an estimate. The final amount of the Local Government participation will be based on actual costs.

Maximum Federal obligated amount = \$12,000,000.00



Agenda Item Details

Meeting	Oct 18, 2021 - City Council Combined Meeting
Category	E. Regular Agenda Items
Subject	8. Consider an amendment to Chapter 5 of the Sachse Code of Ordinances to create the Fire Marshal Office (FMO) to include an application to be a Texas Commission on Law Enforcement (TCOLE) agency.
Access	Public
Type	Action
Preferred Date	Oct 18, 2021
Absolute Date	Oct 18, 2021
Fiscal Impact	No
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Approve the creation of the Fire Marshal Office by Ordinance, and the accompanying TCOLE application.
Goals	Meet the public safety needs of a growing citizen, student, and business population. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

Although fire marshal services have been provided, the City of Sachse has never officially created the Fire Marshal Office (FMO). Sachse Fire/Rescue (SFR) is requesting to create the FMO, and apply to be a Texas Commission on Law Enforcement (TCOLE) agency, to better support fire investigation efforts that may be a result of arson.

OVERVIEW

Currently, Texas Commission on Fire Protection (TCFP) arson investigation credentialed personnel lack the authority to function as arson investigators because their TCOLE commission is held by agencies outside the city. This request focuses authority and allows SFR to establish credentials, training, and response criteria for in-house TCFP arson investigators.

POLICY CONSIDERATIONS

In order to create the FMO, the City must apply to have Sachse Fire-Rescue be a Texas Commission on Law Enforcement (TCOLE) agency. Chapter 342 of the Texas Local Government Code permits the City Council to adopt ordinances providing for fire prevention and protection in the city

RECOMMENDATION

Approve the Ordinance to create the Fire Marshall Office and approve the Texas Commission on Law Enforcement agency application.

[20210814-SACHSE Ordinance Creating Office of Fire Marshal-124144.pdf \(135 KB\)](#)

[Council Presentation - FMO TCOLE.pdf \(154 KB\)](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 5 TITLED “FIRE PROTECTION” BY ADDING A NEW SECTION 5-6 CREATING THE OFFICE OF THE FIRE MARSHAL TITLED “OFFICE OF FIRE MARSHAL”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 51.001 of the Texas Local Government Code permits the City Council to adopt an ordinance, rule, or police regulation that is for the good of the government, peace, or order of the city, and necessary or proper for carrying out a power granted by law to a municipality or an office or department of a municipality; and

WHEREAS, Chapter 342 of the Texas Local Government Code permits the City Council to adopt ordinances providing for fire prevention and protection in the city; and

WHEREAS, the City has an interest in protecting the safety and property of its citizens and providing for protection against fires for the same; and

WHEREAS, the City Council finds that it is in the interests of the City and citizens that the City provide for the creation of the Office of Fire Marshal and provide for the powers, duties and obligations thereof.

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 5 titled “Fire Protection” by adding a new Section 5-6 titled “Office of Fire Marshal”, to read as follows:

**“CHAPTER 5
FIRE PROTECTION**

ADDING NEW SECTION 5-6

Sec. 5-6. Office of Fire Marshal

A. Office created.

The Office of Fire Marshal for the City of Sachse is hereby created. Such office shall be a division of the Sachse Fire-Rescue and shall report directly to the Fire Chief. The Fire Chief shall have the

authority to appoint the fire marshal and arson investigators or in the absence of such position(s) delegate the duties of the Office of fire marshal to qualified persons. The fire marshal shall be a duly commissioned peace officer in and for the State of Texas.

B. Duties of fire marshal; general responsibilities of fire marshal; records.

(1) The primary responsibilities of the fire marshal shall be to lead and conduct all fire investigations in the city and to enforce the City's Code of Ordinances with respect for fire prevention and protection including but not limited to chapter 5 of the Code of Ordinances, and the fire marshal shall have the authority to enforce all regulations, policies, and procedures with respect to fire prevention and protection. The fire marshal shall investigate the cause, origin and circumstances of every fire occurring within the city by which property has been destroyed or damaged and shall especially make investigation as to whether such fire was the result of carelessness or design. Such investigation shall begin immediately upon report of the fire or as soon thereafter as circumstances permit.

(2) The fire marshal shall also have the following general responsibilities as directed by the Fire Chief:

(a) The fire marshal shall review plats, building plans and related documents for compliance with applicable fire codes, related ordinances and Fire Department policies, specifying in writing the needed requirements prior to permit issuance. This review responsibility will require a combination of office work and field inspections. This responsibility will require coordination with City personnel in various departments, as well as representatives from local, state and federal agencies and the public.

(b) Inspections for compliance with adopted fire and safety codes applicable to all commercial, industrial, institutional and public occupancies. The fire marshal shall ensure corrective actions are taken when violations are found. The fire marshal shall also perform courtesy inspections of private residential occupancies when requested.

(c) Perform annual hazard inspections, fire flow tests and fire protection system tests, as necessary.

(d) Provide technical fire protection assistance to builders, contractors, developers, and the general public on fire-safe construction, installation of fire control systems, and operation policies, and compliance with procedures and codes.

(e) Perform any other duties as assigned by the Fire Chief.

(3) The fire marshal shall keep in his office a record of all fires, together with all facts, statistics, and circumstances, including the origin of fires and the amount of loss, which may be determined by the investigation required by this article.

C. Testimony; power of arrest; furnishing information to prosecuting attorney.

(1) The fire marshal, when in his opinion further investigation is necessary, shall take or cause to be taken the testimony, on oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing.

(2) If the fire marshal shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson, or with the attempt to commit the crime of arson, or of conspiracy to defraud, or another offense related to the matter under investigation or criminal conduct in connection with such fire, he shall cause such person to be lawfully arrested and charged with such offense, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all of the information obtained by him, including a copy of all pertinent and material testimony taken in the case.

D. Summoning witnesses; administering oaths.

(1) The fire marshal shall have the power to summon witnesses before him to testify in relation to any matter which is, by the provisions of this chapter, a subject of inquiry and investigation, and may require the production of any book, paper, document, or photographs deemed pertinent thereto.

(2) The fire marshal is hereby authorized and empowered to administer oaths and affirmations to any persons appearing as witnesses before him.

E. Failure of witness to appear, testify.

Any witness who refuses to be sworn, or who refuses to appear or testify, or who disobeys any lawful order of the fire marshal, or who fails or refuses to produce any book, paper, or document touching any matter under examination, or who is guilty of any contemptuous conduct during any of the proceedings of the fire marshal in the matter of said investigation or inquiry, after being summoned to give testimony in relation to any matter under investigation, shall be deemed guilty of a misdemeanor; and it shall be the duty of the fire marshal to cause all such offenders to be prosecuted.

F. Privacy of investigations; separation of witnesses.

All investigations held by or under the direction of the fire marshal may, in his or her discretion, be private, and persons other than those required to be present may be excluded from the place where such investigation is held, and witnesses may be kept separate and apart from each other and not allowed to communicate with each other until they have been examined.

G. Right-of-entry.

The fire marshal shall have the authority at any time, when exigent circumstances exist, in the performance of the duties imposed upon him or her by the provisions of this chapter, to enter upon

and examine any building or premises where any fire has occurred and/or other buildings and premises adjoining or near the fire, which authority shall be exercised only with reason and good discretion. If entry is refused by the owner or person in control of the property, his refusal will constitute grounds for obtaining a search warrant from a magistrate of proper jurisdiction for entry into or on the premises.

H. Removal of violating conditions; appears; reports to state fire marshal.

(1) The fire marshal, upon complaint of any person having an interest in any building or adjacent property, and without any complaint, shall have a right at all reasonable hours, for the purpose of examination, to enter into and upon all buildings and premises within the city. The fire marshal may enter and is entitled, at any time, to enter any mercantile, manufacturing or public building, place of amusement or place where public gatherings are held, or any premises upon which such building or place is located and make a thorough examination. It shall be the fire marshal's duty to enter upon and make or cause to be entered and made a thorough examination of all mercantile, manufacturing and public building, together with the premises belonging thereto, as necessary. Whenever the fire marshal shall find any building or other structure which, for want of repair, or by reason of age or dilapidated condition, or for any cause, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein, and whenever he or she shall find an improper or dangerous arrangement of facilities, property or equipment or other conditions which may be dangerous in character or liable to cause or promote fire or create conditions dangerous to fire personnel or occupants, or a violation of this chapter or other fire prevention and protection ordinances in the Code of Ordinances, he shall order the same to be removed or remedied, and such order shall be forthwith complied with by the owner or said owner or occupant of the building or premises.

(2) If the owner or occupant deems himself aggrieved by such order, he may, within 48 hours of the order, appeal to the city manager. The city manager shall investigate the cause of the complaint and unless by the city manager's authority the order is revoked, such order shall remain in force and be forthwith complied with by said owner or occupant.

(3) The fire marshal shall report all existing hazardous conditions to the state fire marshal, as may be required, together with a separate report on each fire in the city during the month.

I. Search and seizure warrants.

The fire marshal shall have the authority to seek the issuance and execution of search and seizure warrants from a neutral and impartial magistrate while carrying out the provisions of this chapter and shall be empowered to seek any other legal remedy to effect the provisions of this chapter.

J. Penalty clause.

(1) Any person violating any of the provisions of this chapter shall be deemed guilty of a class C misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00 for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(2) A violation of any term or provision of this chapter may be enjoined by civil injunctive relief. The City may, at its sole discretion, seek injunctive and other equitable relief to restrain any violation of this Article and may, in addition, pursue any lawful remedies to correct, abate, or punish any violation hereof.

(3) The penalties and remedies provided for in this article are not exclusive of each other or of any other remedy at law or in equity, and all such remedies are declared to be cumulative.

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

SECTION 3. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction in the municipal court shall be punished by a fine not to exceed the sum of Five Hundred and No/100 Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2021.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Leah K Granger
Executive Assistant to the City Manager

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(08-13-2021:TM 124144)

Fire Marshal Office (FMO)

City Council

October 18, 2021



History

- The Fire Marshal's Office (FMO) has never been established by ordinance within the City of Sachse.
- In Texas, there are approximately 250 fire agencies that have their own Texas Commission on Law Enforcement (TCOLE) agency credential through their FMO.
- SFR is seeking approval to create the FMO and acquire the authority of TCOLE as it relates to arson investigations.



Rationale for FMO & TCOLE

- Fire service law enforcement is different than the police service:
 - Highly specialized regarding arson and associated investigations
 - Fire and Arson investigator certifications are provided by and recognized through the Texas Commission on Fire Protection (TCFP)



Rationale for FMO & TCOLE, continued

Law enforcement policies and procedures:

- Some reporting requirements are exempt since they are not routine traffic stop related
- Allows for diversity in training and commissioning standards

Eliminates qualified immunity issues:

- Different training requirements than police
- Must still accomplish basic TCOLE-mandated training requirements but additional – TCFP continuing education requirements for fire and arson investigators must be met



Collaborative Approach

- SFR will utilize a team approach when conducting investigations, working collaboratively with Sachse Police Department (SPD) for crime scene assistance.
- All investigations will be conducted with SPD Criminal Investigation Division (CID).
- This ensures SPD has the required information for associated reporting.
- Physical evidence will be secured appropriately through coordination with SPD.



Next Steps

- Approve an ordinance to establish a Fire Marshal's Office within Sachse Fire-Rescue and authorize staff to apply for and be recognized as TCOLE agency, independent from Sachse PD



Questions?



The City of
SACHSE