Tuesday, September 7, 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, September 7, 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 Tuesday, September 7, 2021 at 6:30 p.m. to consider the following items of business:

2. Receive a briefing about the possible creation of Tax Increment Reinvestment Zone (TIRZ) #3 .

3. Discussion of City Council meeting agenda items.

4. Adjournment.

B. 7:00 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Tuesday, September 7, 2021 at 7:00 p.m. to consider the following items of business:

2. Invocation and Pledges of Allegiance.

C. Special Announcements

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

D. 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 or citizens wishing to speak may use the chat function to state their name, address, and question 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.

E. 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 August 16, 2021, combined meeting.

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

3. Accept the Quarterly Budget and Investment Reports for the quarter ended June 30, 2021.

4. Approve an amendment to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Sachse.

5. Approve renewing the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse.

6. Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.

7. Approve and adopt a resolution amending the Master Fee Schedule by amending fire services, ambulance services, development services, refuse services fees and wastewater fees and providing an effective date.

8. Consider a resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2021 Rate Review Mechanism filings.

9. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. Consider all matters incident and related to the issuance and sale of "City of Sachse, Texas, Limited Tax Notes, Series 2021", including the adoption of an ordinance authorizing the issuance of such tax notes and approving all other matters related thereto.

2. Consider an ordinance authorizing certain budget amendments pertaining to the fiscal year 2020-2021 budget.

3. Conduct a public hearing on the proposed 2021-2022 fiscal year budget.

4. Consider an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022.

5. Consider an ordinance levying ad valorem taxes for the year 2021 (Fiscal Year 2021-2022) at a rate of $0.700734 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2021.

6. Consider amending Chapter 9 of the Sachse Code of Ordinances Section 9-4C regarding school zone speed limits.

7. Discuss and consider a City of Sachse Quarantine Leave Policy.

G. Executive Session

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

2. Take any action as a result of Executive Session.

H. 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.

Michelle Lewis Sirianni

Michelle Lewis Sirianni, City Secretary

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	Sep 07, 2021 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Receive a briefing about the possible creation of Tax Increment Reinvestment Zone (TIRZ) #3 .
Access	Public
Type	Discussion, Information
Goals	Make Sachse more prosperous through job creation and quality development that adds community value. Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

TX-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 the city gets closer to buildout, the amount of undeveloped property becomes more scarce, and more expensive. Additionally, within the TX-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.

Creation of a Tax Increment Reinvestment Zone (TIRZ) is a tool that local governments can use to pay for improvements that will draw private investment to an area. This does not create a new tax; instead, it redirects a portion of the ad valorem tax from property in the geographic area designated as a Tax Increment Reinvestment Zone (TIRZ) to pay for improvements in that zone.

Each taxing unit (e.g. city or county) that levies taxes against a property may contribute future tax revenues to pay for improvements to an area. Specifically, the taxing unit may choose to dedicate any portion of the tax revenue directly attributable to the increased property value caused by the improvements within the reinvestment zone. The additional tax revenue received from the affected properties is referred to as the tax increment. Each taxing unit determines what percentage of its tax increment, if any, it will commit to repayment of the cost of financing selected projects.

The City of Sachse currently has two active Tax Increment Reinvestment Zone (TIRZ) districts; TIRZ #1 and TIRZ #2. Each of these existing TIRZ districts is located near the President George Bush Turnpike (PGBT). TIRZ #1 was established in 2003 and is due to expire in 2028. TIRZ #2 was established in 2018 and is due to expire in 2038.

OVERVIEW

Only a City or County may initiate a TIRZ. The governing body of a city must create a Tax Increment Reinvestment Zone (TIRZ). Once a City begins the process of establishing a tax increment financing 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.

POLICY CONSIDERATIONS

Tax Increment Financing 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

Receive presentation from Trent Petty, with Petty & Associates, and provide feedback on the possible creation of Tax Increment Reinvestment Zone (TIRZ) #3.

Presentation - TIRZ 3.pdf (495 KB) | TIRZ 3 Map Overview.pdf (492 KB)

Tax Increment Reinvestment Zone Number Three, City of Sachse

("TIRZ No. 3")

SEPTEMBER 7, 2021

The City of SACHSE

PETTY & ASSOCIATES

The "TIRZ" Tool

- 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.”

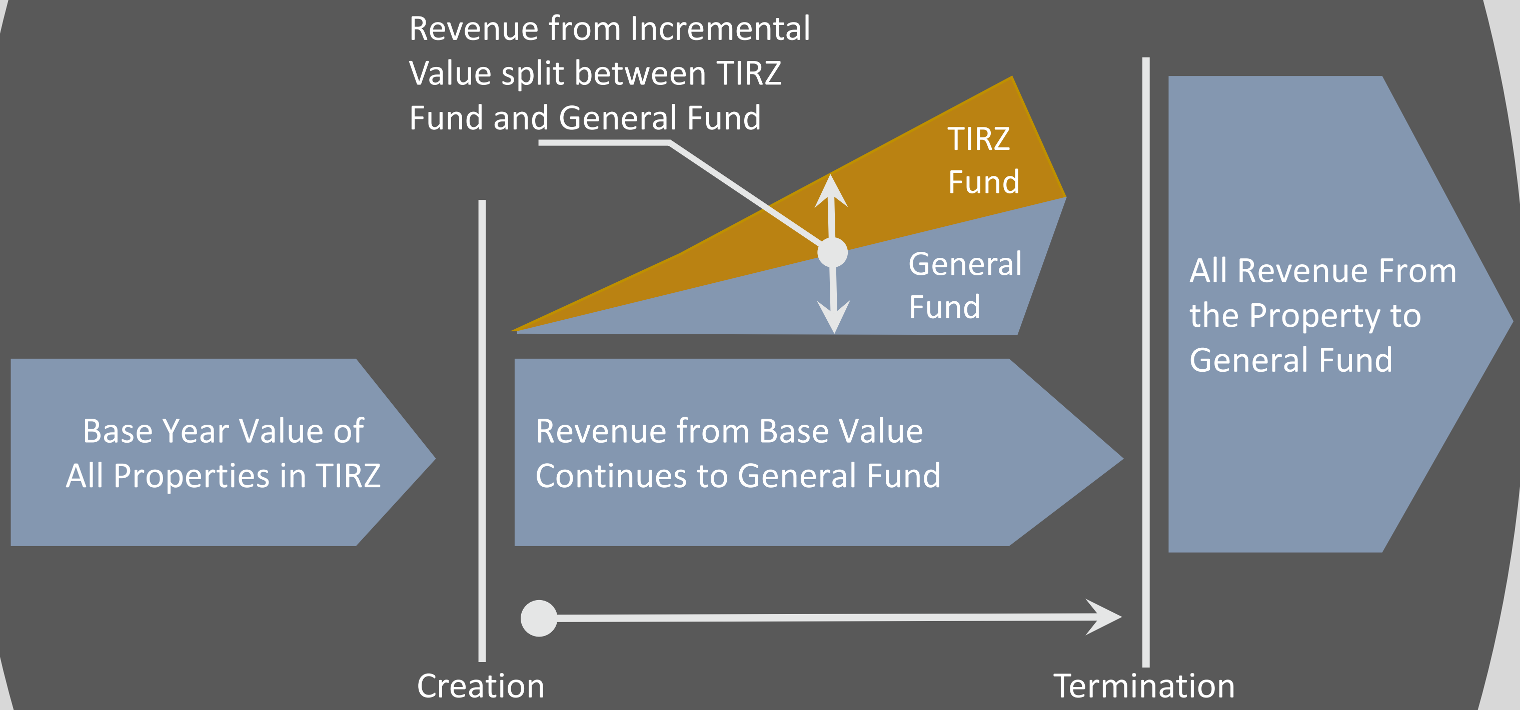
Example

- 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 taxes 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 taxes collected on the $1,000,000 in new improvements

TIRZ Illustrated



Reasons to consider a TIRZ

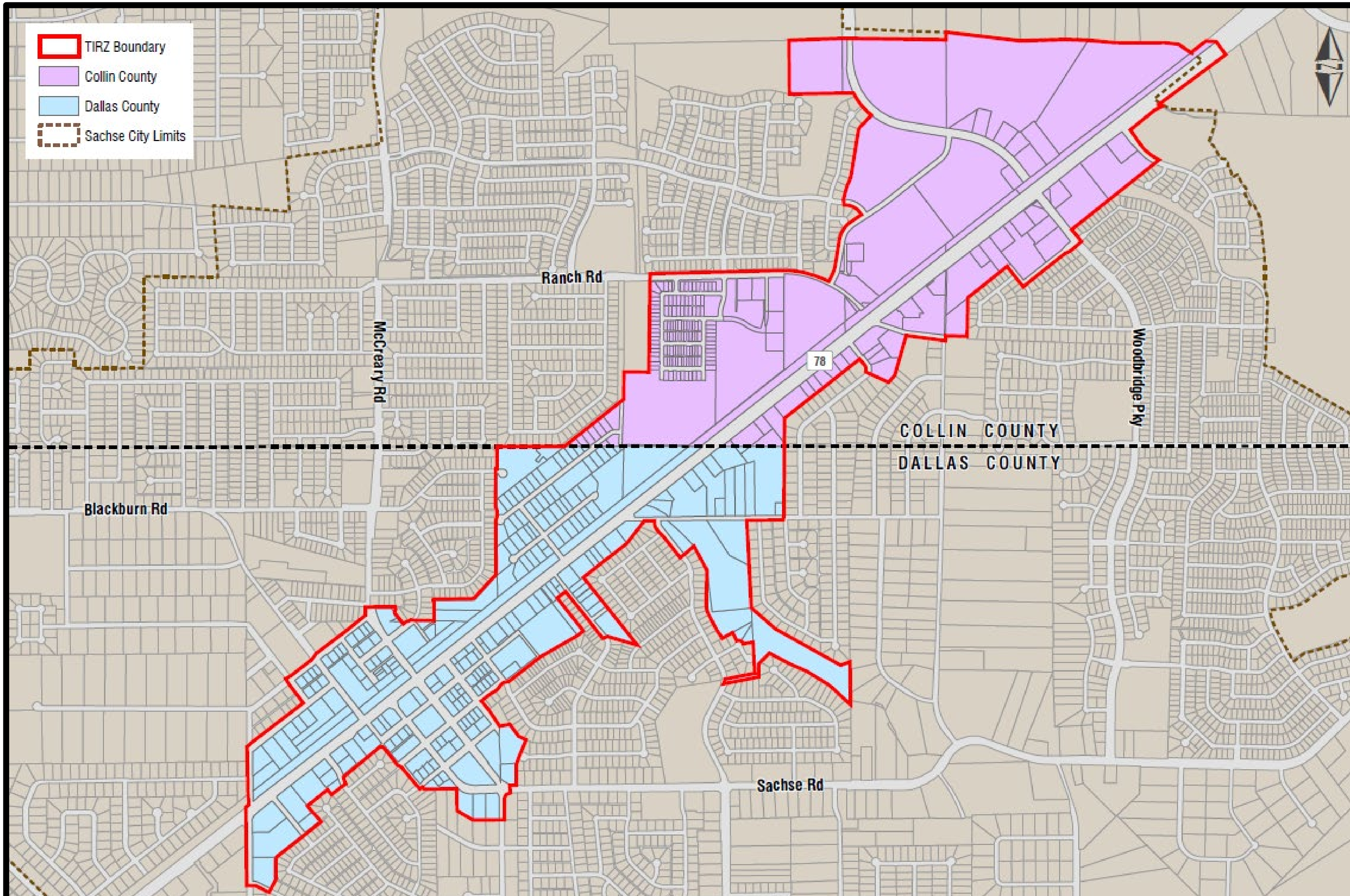
- Need for major public improvements to support sound growth and development
- Lack of capital or debt funding to pay the infrastructure costs up front
- Regional benefits that exceed the benefits realized within the boundaries of the area
- Redevelopment of areas within the zone is impaired due to lack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

Creation Process

Step 1	Prepare a preliminary project and finance plan
Step 2	Publish the hearing notice
Step 3	Hold a public hearing
Step 4	Designate a reinvestment zone
Step 5	Prepare a final project and finance plan
Step 6	Contribution to the tax increment fund by other taxing units
Step 7	Implement tax increment financing
Step 8	Submit an annual report

Proposed TIRZ No. 3 Boundary

P&A



Proposed TIRZ No. 3

Assumptions

- City Participation – 50%
- Collin County Participation – 50%

Acreage

- 603.78 Acres

Base Taxable Value

- $238.4 million

Term

- 2021-2051

Statutory Requirements

Percent of City's Real Property Value

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

Percent of Zone considered Residential

- Statutory Maximum – 30%
- Proposed Zone – 15.02%

Feasibility Study

30 Year Projected Revenue

Projected TIRZ Fund – $60 million

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

General Fund - $102 million

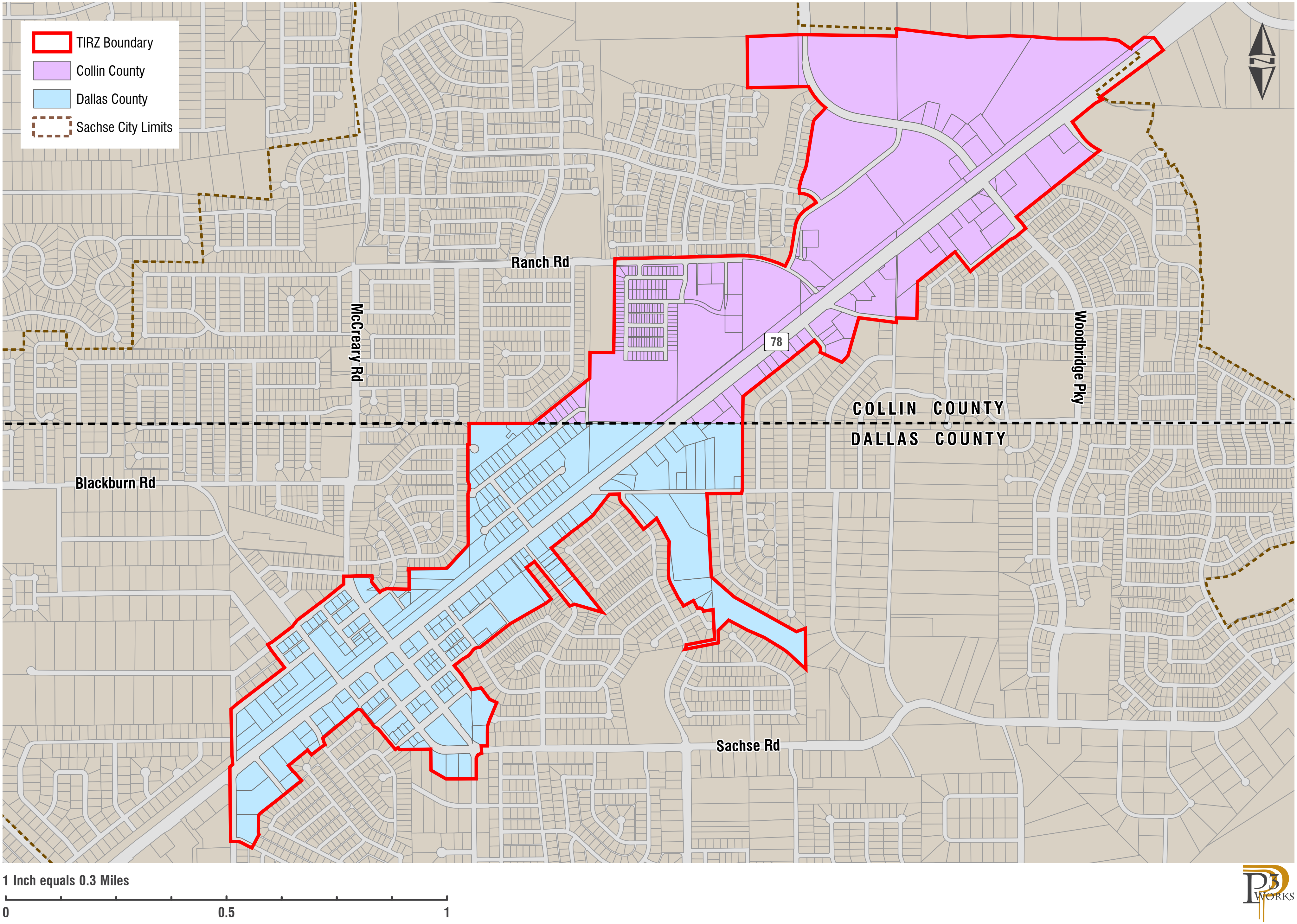
- $51.5 million from base taxable value
- $50.6 million from new incremental value

Experience

- Over 30 years experience with TIRZ Creation, Implementation and Reporting
- Dozens of created TIRZ districts
- Implementing New Tools and Techniques
- Detailed Cost/Benefit and Sustainable Revenue Analyses
- City interface with developers seeking to make new investments
- Incentive review and analysis utilizing TIRZ funds

P&A™

OVERVIEW MAP: TIRZ #3



Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	E. 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 August 16, 2021, combined meeting.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content

BACKGROUND
Minutes of the August 16, 2021, combined meeting.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Approve the minutes of the August 16, 2021, combined meeting.

08.16.21 Minutes .pdf (111 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

AUGUST 16, 2021

The City Council of the City of Sachse held a regular meeting on Monday, August 16, 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; City Secretary, Michelle Lewis Sirianni; IT Manager, Mike Pastor; IT Staff, James Burns; Strategic Services Director, Lauren Rose; CIP and Public Works Director, Corey Nesbit; Parks and Recreation Director, Lance Whitworth; Finance Director, Teresa Savage; Assistant Director of Finance, David Baldwin; Development Services Director, Matt Robinson; Assistant to the City Manager, Amanda Chi; Assistant to the City Manager-Economic Development, Jerod Potts; Fire Chief, Marty Wade; Deputy Fire Chief, Lee Richardson; and Police Chief, Bryan Sylvester.

Mayor Felix opened the workshop meeting at 6:33 p.m.

MASTER FEE SCHEDULE: Discuss amending the Master Fee Schedule by amending fire services, ambulance services, development services, wastewater rates and solid waste charges.

Mrs. Savage presented proposed changes to the Master Fee Schedule which included fire services and inspections, ambulance services, development services zoning request fees, and refuse and wastewater rates. The proposed changes would be brought back for approval at the September 7 City Council meeting, and would be effective October 1.

Councilman King asked if the ambulance fees were still for non-residents only and if food trucks within an HOA would have to register. Chief Wade confirmed that the ambulance fees are for non-residents only, and that any food truck within the City would register.

Councilman Lindsey asked if the food trucks would have to register for each event. Chief Wade noted that their registration is good for six months. Therefore, would not need to register for each event.

Councilman Millsap asked about the critical care fees.

Mayor Pro Tem Bickerstaff asked if the zoning fees were in line with other cities. Mr. Robinson confirmed.

BUDGET FY 2021-2022: Discuss the City Manager's proposed budget for programs and services for the 2021-2022 fiscal year.

Mrs. Savage presented a review of the proposed budget for the 2021-2022 fiscal year. She noted an amendment to the financial policies, which will add an approval level to expenditures for Managers or Assistant Directors of departments. She also presented an overview of the General

Fund, Debt Service Fund, Utility Fund, Truth in Taxation date, departmental summaries, Vehicle/Equipment Replacement Fund (VERF), and the Capital budget. She noted no other changes were made since the budget workshop.

No comments or questions were made.

Mayor Felix adjourned the workshop meeting at 7:16 p.m.

Mayor Felix opened the regular meeting at 7:16 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAGS: Councilman King offered the invocation and Councilman Millsap led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman King encouraged residents to adopt an animal from the shelter and use the Safe Trade Zone provided by the Police Department outside the Public Safety building.
Councilman Franks stated the Parks and Recreation Guide to Fun fall edition is now available.

Mayor Felix thanked the area Mayors from the cities of Rowlett, Wylie, and Murphy for sharing their State of the City presentations, as well as the Chamber of Commerce for hosting. A special thanks was given to Amanda for assisting the Chamber and putting the event together.

CITIZEN INPUT:

No comments were made.

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

1. Approve moving the first regular City Council meeting in September to Tuesday, September 7, 2021.
2. Approve the minutes of the August 2, 2021, combined meeting.
3. Accept the 2021 certified tax rolls as approved by the Dallas and Collin Appraisal Districts.
4. Accept the Public Safety Quarantine Policy in accordance with Chapter 180.008 of the Local Government Code regarding paid quarantine leave for Public Safety personnel.
5. Accept the Mental Health Leave Policy in accordance with Chapter 614, Subchapter A-1 of the Local Government Code regarding mental health leave for Peace Officers.

Councilman Millsap requested to pull item 4.

Mayor Pro Tem Bickerstaff made a motion to approve consent agenda items 1, 2, 3 and 5. Councilman Millsap seconded that motion and the motion was unanimously approved.

Councilman Millsap asked in regards to item 4 if there was a way to extend the policy to all employees not just Public Safety. He requested making the motion contingent upon bringing back for further discussion. Mrs. Nash replied she would look into and bring back to the City Council for consideration.

Councilman King made a motion to approve consent agenda item 4 contingent on bringing policy back for all employees. Councilman Millsap seconded that motion. Motion fails with a 6-1 vote. Councilman Millsap voting in favor.

Councilman King made a motion to approve consent agenda item 4 as presented. Councilwoman Howarth seconded that motion and the motion was unanimously approved.

Councilman Millsap requested staff to bring back the policy for all employees at the next meeting.

REGULAR AGENDA ITEMS:

Consider receipt of the City Manager's Proposed Budget for programs and services for the 2021-2022 fiscal year.

Councilman King made a motion to receive the City Manager's Proposed Budget for programs and services for the 2021-2022 fiscal year as presented. Mayor Pro Tem Bickerstaff seconded that motion and the motion was unanimously approved.

Consider placing a proposal to adopt a tax rate of $0.700734 per $100 of assessed property values for the 2021-2022 fiscal year as an action item on the September 7, 2021, City Council meeting agenda.

Mrs. Savage stated the proposed tax rate is lower than the No-New-Revenue rate of $0.700735 and Voter-Approval rate of $0.787231. Therefore, no public hearing is required. However, at the public meeting to vote on the proposed tax rate to be held on September 7, citizens will have the opportunity to express their support or opposition to the proposed rate. Mrs. Savage noted that the City will be decreasing the rate by almost two cents.

Councilman Lindsey made a motion to approve placing a proposal to adopt a tax rate of $0.700734 per $100 of assessed property values for the 2021-2022 fiscal year as an action item on the September 7, 2021, City Council meeting agenda. Mayor Pro Tem Bickerstaff seconded that motion and the motion was unanimously approved.

Consider an ordinance ordering a Bond Election to be held on November 2, 2021 for various street and road projects, and a municipal animal shelter.

Mayor Felix opened the floor for any public comments.

Matthew Holboke, 5511 Oakridge Circle, expressed his frustration for the proposed bond package including the amounts attached to each, and the lack of consideration by the City Council and staff to take into the input and recommendation set forth by the Bond Committee.

Councilman Franks made a motion to approve an ordinance ordering a Bond Election to be held on November 2, 2021 for various street and road projects, and a municipal animal shelter with discussion. Seconded by Mayor Pro Tem Bickerstaff.

Councilman Franks requested staff to bring back the screening walls for further discussion by the Council since it is not included within the bond package.

Councilman Millsap stated he was not in favor of the bond package as presented. He raised questions regarding the speed humps on Bailey Road, the upkeep of retaining walls, and the amount attached to build an Animal Shelter.

Motion passed with a 6-1 vote. Councilman Millsap voting in opposition.

Consider authorizing the City Manager to enter into an agreement with Vector Concepts, Inc. in an amount not to exceed one hundred sixteen thousand, five hundred and twenty-eight dollars and zero cents ($116,528.00) to purchase and install damaged flooring at City Hall and the Sachse Public Library.

Mr. Whitworth stated City Hall and the Library experienced flooring damaged caused by the winter storm in February. As a result, staff received monies from the Texas Municipal League for insurance reimbursement plus will be able to use CARES Act funds for the purchase and installation of the new flooring. Staff is recommending to authorize the City Manager to enter into an agreement with Vector Concepts, Inc.

Councilman Lindsey asked if the public safety building (EOC room) was included. Mr. Whitworth indicated it was not.

Mayor Pro Tem Bickerstaff asked when they would be able to start and the duration of the installation. Jason Saltana with Vector Concepts stated it would take a few weeks to receive the flooring, but anticipating starting in October and taking an additional two to three weeks to complete with a total production time of six to ten weeks.

Councilman Franks made a motion to authorize the City Manager to enter into an agreement with Vector Concepts, Inc. in an amount not to exceed one hundred sixteen thousand, five hundred and twenty-eight dollars and zero cents ($116,528.00) to purchase and install damaged flooring at City

Hall and the Sachse Public Library. Councilman Millsap seconded that motion and the motion was unanimously approved.

EXECUTIVE SESSION:

The City Council shall convene into Executive Session pursuant to Texas Government Code, Section §551.087 Economic Development Deliberations: To deliberate the offer or other financial incentive to a business prospect generally located along 5th Street.

At 8:02 p.m., the City Council recessed into Executive Session.

At 8:38 p.m., the City Council reconvened into the regular meeting.

No action was taken.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:38 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	E. 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 July 31, 2021.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 07, 2021
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending July 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 July 31, 2021.

All Funds 7-31-2021.pdf (115 KB)

Sales Tax Analysis Sept 2021.pdf (113 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
2020/2021 SALES TAX ANALYSIS

FY 2020	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%
November	316,904	181,079	318,688	19.98%
December	252,331	144,182	462,870	29.02%
January	272,241	155,558	618,429	38.77%
February	401,877	229,633	848,061	53.17%
March	250,829	143,324	991,385	62.16%
April	224,183	128,098	1,119,483	70.19%
May	332,834	190,181	1,309,665	82.11%
June	273,969	156,546	1,466,211	91.93%
July	197,476	112,838	1,579,048	99.00%
August	372,977	213,119	1,792,167	112.36%
September	275,319	157,317	1,949,485	122.22%
TOTAL	3,411,769	1,949,485		
BUDGET		1,595,000		

FY 2021	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	264,016	150,859	150,859	9.01%
November	374,502	213,991	364,850	21.78%
December	286,729	163,837	528,687	31.56%
January	323,637	184,926	713,613	42.60%
February	435,095	248,614	962,226	57.45%
March	279,789	159,871	1,122,098	66.99%
April	247,713	141,543	1,263,641	75.44%
May	387,674	221,517	1,485,158	88.67%
June	301,551	172,306	1,657,464	98.95%
July	311,326	177,892	1,835,356	109.57%
August	411,760	235,280	2,070,636	123.62%
September				
TOTAL	3,623,793	2,070,635		
BUDGET		1,675,000		

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2021

(Unaudited)

GENERAL FUND

83% 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	$ 38,036	$ 13,612,809	101.44%	A
Sales Tax	1,700,000	180,462	1,863,385	109.61%	
Franchise Fees	1,847,825	184,244	1,580,195	85.52%	
Licenses and Permits	621,000	79,946	1,515,619	244.06%	B
Service Fees	916,500	157,739	1,927,637	210.33%	C
Fines	250,000	12,397	177,783	71.11%	
Interest Income	50,000	5,177	50,283	100.57%	
Miscellaneous Income	402,218	29,833	326,680	81.22%	
Intergovernmental Revenue	1,443,819	120,318	1,203,182	83.33%	
Total Revenue	**$ 20,651,362**	**$ 808,152**	**$ 22,257,572**	**107.78%**	
Expenditure Summary					
City Manager	$ 759,865	$ 55,327	$ 529,317	69.66%	
City Secretary	209,339	16,533	156,275	74.65%	
Human Resources	388,830	22,562	279,029	71.76%	
Finance	717,569	51,825	665,548	92.75%	D
Municipal Court	241,740	19,216	166,541	68.89%	
Parks	1,010,900	75,490	708,325	70.07%	
Senior Programs	146,645	7,221	86,309	58.86%	
Library Services	515,646	40,383	373,745	72.48%	
Community Development	750,215	151,501	758,758	101.14%	E
Streets & Drainage	3,341,560	94,943	2,781,315	83.23%	
Facility Maintenance	562,072	47,623	430,408	76.58%	
Police	5,581,495	377,990	4,348,957	77.92%	
Animal Control	240,865	17,917	155,688	64.64%	
Fire/EMS	4,602,376	330,519	3,842,293	83.48%	
Combined Services	422,652	12,554	327,012	77.37%	
Recreation	386,106	32,857	267,507	69.28%	
City Engineer	368,244	25,098	270,479	73.45%	
Information Technology	746,910	37,060	627,096	83.96%	
Total Expenditures	**$ 20,993,029**	**$ 1,416,621**	**$ 16,774,602**	**79.91%**	
Total Revenue Over/Under Expenses	**$ (341,667)**	**$ (608,469)**	**$ 5,482,970**		

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.

D Credit card fees are up significantly.

E Third party inspections fees are up--offset by increased by permit revenues.

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2021

(Unaudited)

UTILITY FUND

83% 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	$	903,439	$	5,818,581	78.00%	
Sewer Revenue		5,197,500		478,282		4,484,049	86.27%	
Drainage Revenue		210,000		17,682		175,141	83.40%	
Fees		165,700		16,981		129,552	78.18%	
Interest Income		60,000		6,794		77,021	128.37%	**A**
Transfer In-Impact Fee		-		-		-		
Miscellaneous Income		-						
Total Revenue	**$**	**13,093,200**	**$**	**1,423,179**	**$**	**10,684,344**	**81.60%**	
Expenditure Summary								
Utility Administration	$	442,209	$	41,173	$	354,240	80.11%	
Water Operations		7,380,181		542,060		5,336,474	72.31%	
Sewer Operations		5,733,264		376,512		3,403,645	59.37%	
Drainage Projects		100,000		-		25,950	25.95%	
Total Expenditures	**$**	**13,655,654**	**$**	**959,745**	**$**	**9,120,309**	**66.79%**	
Total Revenue Over/Under Expenses	**$**	**(562,454)**	**$**	**463,434**	**$**	**1,564,035**		

Explanation of Major Variances:

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

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2021

(Unaudited)

Debt Service Fund

83% 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	$ 13,318	$ 5,109,551	101.47%	**B**
Interest Income	5,000	486	3,723	74.46%	
Miscellaneous Receipts					
Total Revenue	**$ 5,040,703**	**$ 13,804**	**$ 5,113,274**	**101.44%**	
Expenditure Summary					
Fees	$ 3,000		$ 1,656	55.21%	
Principal	3,543,300	-	3,655,000	103.15%	**A**
Interest	1,495,917	-	651,457	43.55%	**A**
Transfer Out-Utility Fund					
Total Expenditures	**$ 5,042,217**	**$ -**	**$ 4,308,114**	**85.44%**	
Total Revenue Over/Under Expenses	**$ (1,514)**	**$ 13,804**	**$ 805,160**		

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

B Property Tax receipts peak in December and January.

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2021

(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

83% 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	$ 88,946	$ 917,678	109.57%	
Other Income	$ 12,500	$ -	$ 10,000	80.00%	**A**
Interest Income	5,000	835	5,067	101.35%	
Total Revenue	**$ 855,000**	**$ 89,781**	**$ 932,745**	**109.09%**	
Expenditure Summary					
Expenditures	855,000	46,130	465,275	54.42%	
Total Expenditures	**$ 855,000**	**$ 46,130**	**$ 465,275**	**54.42%**	
Total Revenue Over/Under Expenses	**$ -**	**$ 43,652**	**$ 467,470**		

Explanation of Major Variances:

A GISD Grant received in November

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2021

(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

83% 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	$ 42,786	$ 434,645	112.89%	
Other Income	$ -				
Interest Income	500	288	1,682	336.40%	**A**
Total Revenue	**$ 385,500**	**$ 43,074**	**$ 436,327**	113.18%	
Expenditure Summary					
Expenditures	249,000	-	34,506	13.86%	
Total Expenditures	**$ 249,000**	**$ -**	**$ 34,506**	13.86%	
Total Revenue Over/Under Expenses	**$ 136,500**	**$ 43,074**	**$ 401,821**		

Explanation of Major Variances:

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

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	E. 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. Accept the Quarterly Budget and Investment Reports for the quarter ended June 30, 2021.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 07, 2021
Absolute Date	Sep 07, 2021
Fiscal Impact	No
Budgeted	No
Recommended Action	Accept the Quarterly Budget and Investment Reports for the quarter ended June 31, 2021.

Public Content

BACKGROUND

The Finance Department releases a quarterly report on the City's finances. The report comprises two sections: budget and investments. The budget section includes revenues and expenditures for the General, Utility, Debt Service, Impact Fee, Special Revenue, Street Maintenance Tax, Health Insurance funds and two component units--Sachse EDC and Municipal Development District, as well as, a summary of capital project expenditures. The investment section provides an overview of investment activity details for the Money Market, Investment Pool, and Certificate of Deposit accounts.

It is the City's strategy to maintain a high percentage of idle funds invested in safe, secure, and liquid investment securities and pooled investment types. This strategy is in accordance with the Public Funds Investment Act (PFIA) and City policy.

Cash on hand available for investing on June 30, 2021, was $61,784,190 in all funds. The average interest/yield on all investments was 0.43%, and investment earnings totaled $66,357.17.

General Fund revenues are just under 100% of budget and expenditures are at 79%, as of June 30, 2021. Utility Fund revenues are 71% of budget and expenditures are also at 71%.

OVERVIEW

Quarterly Budget and Investment Reports for the quarter ended June 30, 2021.

POLICY CONSIDERATIONS

The PFIA requires that the Investment Officers prepare and submit quarterly a written report of investment transactions for all funds covered by the Investment Policy.

RECOMMENDATION

Accept the Quarterly Budget and Investment Reports for the quarter ended June 30, 2021.

3rd Qtr Investment Report FY21.pdf (1,289 KB)

Quarterly Budget Report Q3.pdf (1,268 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.

The City of SACHSE

Finance Department Memo

To: **Gina Nash, City Manager**

From: Berna Fitzpatrick-Walker, Finance Manager BFW

CC: Mayor and City Council

Date: August 10, 2021

Re: **Investment Report for period ending June 30, 2021**

Attached is the Quarterly Investment Report for the quarter ending June 30 of the fiscal year 2020-2021. This report complies with the requirements of the City's Investment Policy and the Public Funds Investment Act as amended. For this period, the City's portfolio consisted of the following investments:

Portfolio at Quarter Close:	Rate at 6/30/21	% Total	Total Investment
Money Market Account –ANB	.35%	44.55%	27,527,611
Money Market Account – NexBank	.45%	11.03%	6,816,775
Money Market Account 2017CO – NexBank	.45%	3.14%	1,937,405
Money Market Account 2017A CO – NexBank	.45%	5.54%	3,422,059
Money Market Account (EDC)-ANB	.35%	2.67%	1,649,430
Money Market Account (EDC)-NexBank	.45%	1.65%	1,021,218
Investment Pool – Tex Pool	.010%	1.44%	888,670
Investment Pool – 2019/20 Tax Notes-TexPool	.010%	2.31%	1,425,447
CD Citizens Bank 5733	.65%	1.62%	1,003,100
CD Citizens Bank 5723	.65%	1.62%	1,003,100
CD Citizens Bank 5743	.65%	1.62%	1,003,100
CD Citizens Bank 5773	.65%	1.62%	1,003,100
CD Citizens Bank 5763	.65%	1.62%	1,003,100
CD Citizens Bank 5783	.65%	1.62%	1,003,100
CD Citizens Bank 5043	.90%	1.63%	1,010,159
CD Prosperity 135	.20%	1.63%	1,009,420
CD Prosperity 136	.20%	1.63%	1,009,420
CD Prosperity 4	.70%	1.63%	1,006,435
CD Prosperity 5	.70%	1.63%	1,006,435
CD Origin Bank 1735	.25%	1.62%	1,000,000
CD Origin Bank 9857	.25%	1.62%	1,000,000
CD Origin Bank 7978	.25%	1.62%	1,000,000
CD Texas Security 12529	.95%	1.64%	1,011,769
CD Texas Security 12530	.95%	1.64%	1,011,769
CD Texas Security 12528	.90%	1.64%	1,011,566
Total Invested City Funds:		100.0%	**$61,784,190**

The City does not carry any security instrument (investment type) on its books that is traded on the open market; therefore, all investments are listed at 100% of market value. Interest earnings on all certificate of deposit accounts are accreted quarterly or at maturity. All Funds on deposit are fully secured and safeguarded. **Total investment interest earned for the quarter ending June 30 was $66,357.17.**

Citywide cash and investments for the period ending June 30 was $61,784,190. Of this amount, $2,670,647.68 is for the Sachse EDC. It is the strategy of the Finance Department to maintain a high percentage of its idle funds invested in safe and secure investment securities and pooled investment types in accordance with the Public Funds Investment Act.

78% of the City's current portfolio has liquidity of 30 days or less, which is more than adequate for daily operations. The City investments are liquid and have same day access. The City's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools. The City's funds are swept into the above accounts and withdrawn as needed for operational cash flow requirements.

The average interest rate/yield on the City's investments for the period was .43%; weighted average maturity of 74 days. The Texpool Prime Fund interest rate was .0708% and the Texpool interest rate was .0131% at June 30, 2021. The rolling three-month Treasury yield was .02% with the rolling six-month Treasury yield at .06%.

The City of SACHSE

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2021

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City is in compliance with the Public Funds Investment Act and the Investment Policy and strategies.

Director of Finance

Assistant Director of Finance

Finance Manager

Disclaimer: These reports were compiled using information provided by the City of Sachse. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2021 Book Value	March 31, 2021 Market Value	June 30, 2021 Book Value	June 30, 2021 Market Value	Ave. Yield
Bank/Pool	$ 46,503,596	$ 46,503,596	$ 44,688,615	$ 44,688,615	0.36%
CDs/Securities	17,080,034	17,080,034	17,095,575	17,095,575	0.60%
Totals	**$ 63,583,630**	**$ 63,583,630**	**$ 61,784,190**	**$ 61,784,190**	0.43%

Current Quarter Average Yield *(1)*		Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	0.43%	Total Portfolio	0.44%
Weighted Average Maturity	74 days		
Rolling Three Month Treasury	0.02%	Rolling Three Month Treasury	0.06%
Rolling Six Month Treasury	0.06%	Rolling Six Month Treasury	0.09%
TexPool	0.01%	TexPool	0.04%

Interest Earnings (Approximate)

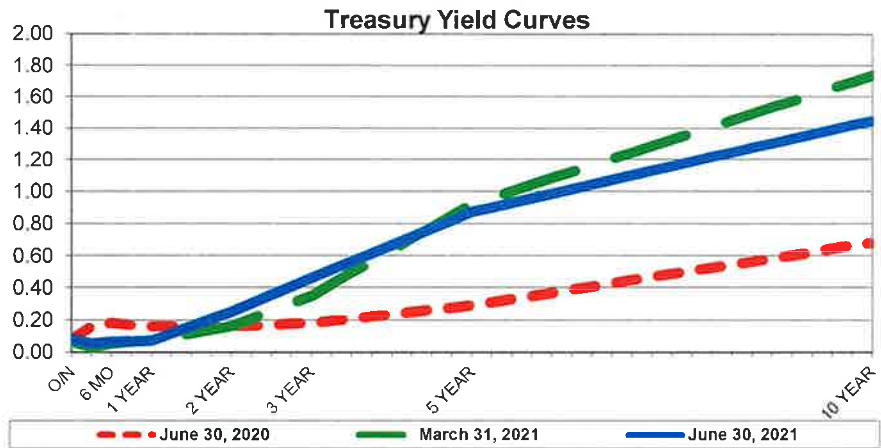
	City	EDC
Interest Earnings QTR	$ 64,076	$ 2,281
Interest Earnings YTD	$ 200,614	$ 5,283

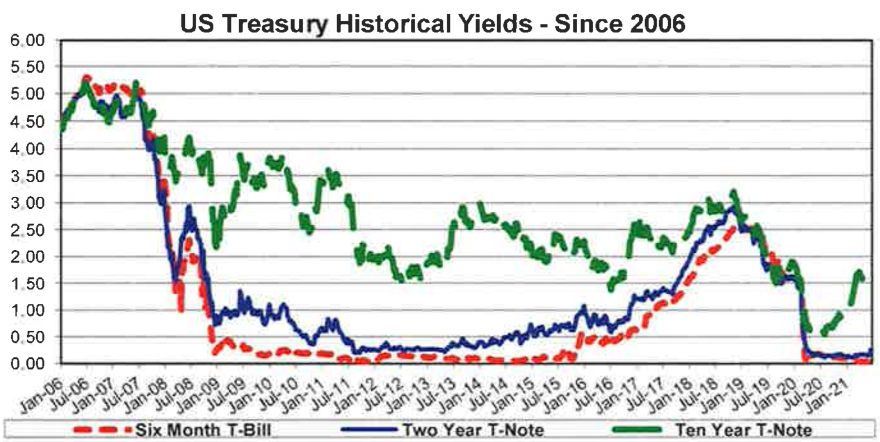
(1) Current Quarter Weighted Average Yield - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis; realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.
(2) Fiscal Year-to-Date Weighted Average Yields - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

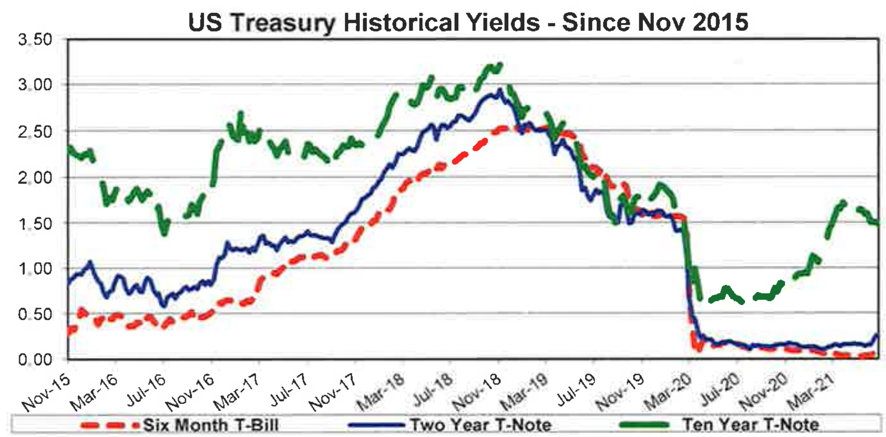
Economic Overview

6/30/2021

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%), and projects that reduced rates could remain into 2023. First Quarter GDP posted +6.4% (Final). In June, Payrolls added 850k and Unemployment (U2) rose slightly to 5.9%. Crude oil traded up to +/-$75 per barrel. The Stock Markets reached new highs. Housing, Industrial Production, Durable Goods, Consumer Spending, and other indicators moderated and showed signs of strain. The Biden administration and Congress continue to negotiate an infrastructure package. Inflation surged over the FOMC 2+% target, but is considered to be temporary. The Yield Curve "humped" slightly in the two-to-three year maturity sector while the long end fell.







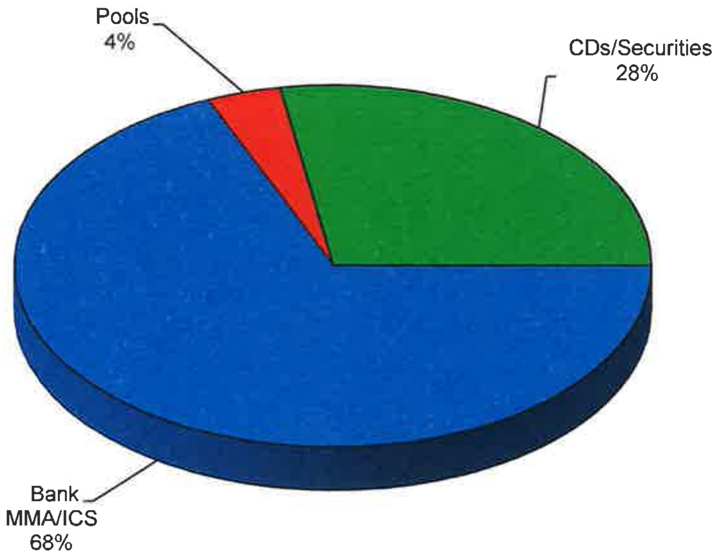
Investment Holdings
June 30, 2021

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face\ Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
ANB MMA		0.35%	07/01/21	06/30/21	$ 29,177,041	$ 29,177,041	1.00	$ 29,177,041	1	0.35%
NexBank ICS		0.45%	07/01/21	06/30/21	13,197,457	13,197,457	1.00	13,197,457	1	0.45%
TexPool	AAAm	0.01%	07/01/21	06/30/21	2,314,117	2,314,117	1.00	2,314,117	1	0.01%
Prosperity Bank CD 0004		0.70%	07/23/21	07/23/20	1,006,435	1,006,435	100.00	1,006,435	23	0.70%
Prosperity Bank CD 0005		0.70%	07/23/21	07/23/20	1,006,435	1,006,435	100.00	1,006,435	23	0.70%
Citizens Bank CD 5043		0.90%	12/30/21	12/30/20	1,010,159	1,010,159	100.00	1,010,159	183	0.90%
Texas Security Bank CD 2528		0.90%	01/06/22	04/06/20	1,011,566	1,011,566	100.00	1,011,566	190	0.90%
Citizens Bank CD5723		0.65%	01/07/22	01/07/21	1,003,100	1,003,100	100.00	1,003,100	191	0.65%
Citizens Bank CD5733		0.65%	01/07/22	01/07/21	1,003,100	1,003,100	100.00	1,003,100	191	0.65%
Citizens Bank CD5743		0.65%	01/07/22	01/07/21	1,003,100	1,003,100	100.00	1,003,100	191	0.65%
Texas Security Bank CD 2530		0.95%	04/06/22	04/06/20	1,011,769	1,011,769	100.00	1,011,769	280	0.95%
Texas Security Bank CD 2529		0.95%	04/06/22	04/06/20	1,011,769	1,011,769	100.00	1,011,769	280	0.95%
Prosperity Bank CD 0135		0.20%	06/30/22	06/30/21	1,009,420	1,009,420	100.00	1,009,420	365	0.20%
Prosperity Bank CD 0136		0.20%	06/30/22	06/30/21	1,009,420	1,009,420	100.00	1,009,420	365	0.20%
Origin Bank CD1735		0.25%	06/30/22	06/30/21	1,000,000	1,000,000	100.00	1,000,000	365	0.25%
Origin Bank CD9857		0.25%	06/30/22	06/30/21	1,000,000	1,000,000	100.00	1,000,000	365	0.25%
Origin Bank CD7978		0.25%	06/30/22	06/30/21	1,000,000	1,000,000	100.00	1,000,000	365	0.25%
Citizens Bank CD5763		0.65%	07/07/22	01/07/21	1,003,100	1,003,100	100.00	1,003,100	372	0.65%
Citizens Bank CD5773		0.65%	07/07/22	01/07/21	1,003,100	1,003,100	100.00	1,003,100	372	0.65%
Citizens Bank CD5783		0.65%	07/07/22	01/07/21	1,003,100	1,003,100	100.00	1,003,100	372	0.65%
					$ 61,784,190	**$ 61,784,190**		**$ 61,784,190**	**74**	**0.43%**
									(1)	**(2)**

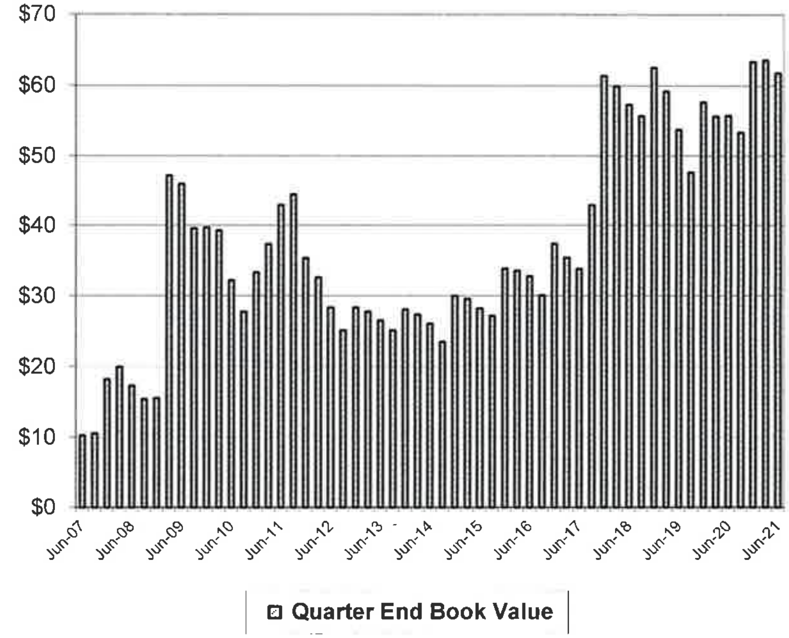
(1) Weighted average life - For purposes of calculating weighted average life, pool investments are assumed to have a one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered.

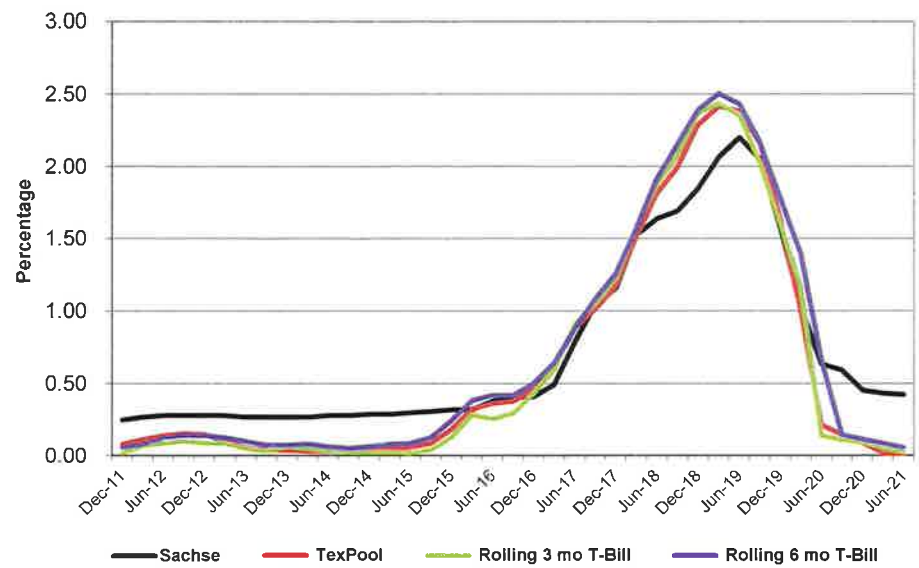
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/21	Increases	Decreases	Book Value 06/30/21	Market Value 03/31/21	Change in Market Value	Market Value 06/30/21
ANB MMA	0.35%	07/01/21	$ 26,733,556	$ 2,443,486	$ –	$ 29,177,041	$ 26,733,556	$ 2,443,486	$ 29,177,041
BTH Bank ICS	0.03%	07/01/21	2,676,587	–	(2,676,587)	–	2,676,587	(2,676,587)	–
NexBank ICS	0.45%	07/01/21	13,182,660	14,797	–	13,197,457	13,182,660	14,797	13,197,457
TexPool	0.01%	07/01/21	3,910,794	–	(1,596,677)	2,314,117	3,910,794	(1,596,677)	2,314,117
Prosperity Bank CD 0001	0.55%	04/23/21	1,003,661	–	(1,003,661)	–	1,003,661	(1,003,661)	–
Prosperity Bank CD 0002	0.55%	04/23/21	1,003,661	–	(1,003,661)	–	1,003,661	(1,003,661)	–
Prosperity Bank CD 0003	0.55%	04/23/21	1,003,661	–	(1,003,661)	–	1,003,661	(1,003,661)	–
Prosperity Bank CD 9997	0.75%	06/30/21	1,007,514	–	(1,007,514)	–	1,007,514	(1,007,514)	–
Prosperity Bank CD 9998	0.75%	06/30/21	1,007,514	–	(1,007,514)	–	1,007,514	(1,007,514)	–
Prosperity Bank CD 0004	0.70%	07/23/21	1,004,661	1,774	–	1,006,435	1,004,661	1,774	1,006,435
Prosperity Bank CD 0005	0.70%	07/23/21	1,004,661	1,774	–	1,006,435	1,004,661	1,774	1,006,435
Citizens Bank CD 5043	0.90%	12/30/21	1,007,898	2,260	–	1,010,159	1,007,898	2,260	1,010,159
Texas Security Bank CD 2528	0.90%	01/06/22	1,009,176	2,390	–	1,011,566	1,009,176	2,390	1,011,566
Citizens Bank CD5723	0.65%	01/07/22	1,001,478	1,622	–	1,003,100	1,001,478	1,622	1,003,100
Citizens Bank CD5733	0.65%	01/07/22	1,001,478	1,622	–	1,003,100	1,001,478	1,622	1,003,100
Citizens Bank CD5743	0.65%	01/07/22	1,001,478	1,622	–	1,003,100	1,001,478	1,622	1,003,100
Texas Security Bank CD 2530	0.95%	04/06/22	1,009,379	2,390	–	1,011,769	1,009,379	2,390	1,011,769
Texas Security Bank CD 2529	0.95%	04/06/22	1,009,379	2,390	–	1,011,769	1,009,379	2,390	1,011,769
Prosperity Bank CD 0135	0.20%	06/30/22	–	1,009,420	–	1,009,420	–	1,009,420	1,009,420
Prosperity Bank CD 0136	0.20%	06/30/22	–	1,009,420	–	1,009,420	–	1,009,420	1,009,420
Origin Bank CD1735	0.25%	06/30/22	–	1,000,000	–	1,000,000	–	1,000,000	1,000,000
Origin Bank CD9857	0.25%	06/30/22	–	1,000,000	–	1,000,000	–	1,000,000	1,000,000
Origin Bank CD7978	0.25%	06/30/22	–	1,000,000	–	1,000,000	–	1,000,000	1,000,000
Citizens Bank CD5763	0.65%	07/07/22	1,001,478	1,622	–	1,003,100	1,001,478	1,622	1,003,100
Citizens Bank CD5773	0.65%	07/07/22	1,001,478	1,622	–	1,003,100	1,001,478	1,622	1,003,100
Citizens Bank CD5783	0.65%	07/07/22	1,001,478	1,622	–	1,003,100	1,001,478	1,622	1,003,100
TOTAL / AVERAGE	**0.43%**		**$ 63,583,630**	**$ 7,499,835**	**$ (9,299,274)**	**$ 61,784,190**	**$ 63,583,630**	**$ (1,799,440)**	**$ 61,784,190**

Allocation
June 30, 2021

Book & Market Value	Total	TIRZ #2 Station	GO I&S	General Fund	W/S Restricted	W/S Operations	Capital Project	2009 GO Bonds
ANB MMA	$ 29,177,041	$ 49,128	$ 1,681,374	$ 8,762,996	$ 242,545	$ 7,430,919	$ 1,761,409	$ 115,035
NexBank ICS	13,197,457	–	–	98	–	155,054	4,022,376	262,696
TexPool	2,314,117	–	–	–	–	5,108	568,346	37,118
07/23/21–Prosperity Bank CD 0004	1,006,435	–	–	–	–	–	1,006,435	–
07/23/21–Prosperity Bank CD 0005	1,006,435	–	–	1,006,435	–	–	–	–
12/30/21–Citizens Bank CD 5043	1,010,159	–	–	–	–	1,010,159	–	–
01/06/22–Texas Security Bank CD 2528	1,011,566	–	–	–	–	1,011,566	–	–
01/07/22–Citizens Bank CD5723	1,003,100	–	–	–	–	1,003,100	–	–
01/07/22–Citizens Bank CD5733	1,003,100	–	–	1,003,100	–	–	–	–
01/07/22–Citizens Bank CD5743	1,003,100	–	–	–	–	–	1,003,100	–
04/06/22–Texas Security Bank CD 2530	1,011,769	–	–	1,011,769	–	–	–	–
04/06/22–Texas Security Bank CD 2529	1,011,769	–	–	–	–	1,011,769	–	–
06/30/22–Prosperity Bank CD 0135	1,009,420	–	–	1,009,420	–	–	–	–
06/30/22–Prosperity Bank CD 0136	1,009,420	–	–	–	–	1,009,420	–	–
06/30/22–Origin Bank CD1735	1,000,000	–	–	1,000,000	–	–	–	–
06/30/22–Origin Bank CD9857	1,000,000	–	–	–	–	1,000,000	–	–
06/30/22–Origin Bank CD7978	1,000,000	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5763	1,003,100	–	–	–	–	1,003,100	–	–
07/07/22–Citizens Bank CD5773	1,003,100	–	–	1,003,100	–	–	–	–
07/07/22–Citizens Bank CD5783	1,003,100	–	–	–	–	–	818,411	184,689
Totals	**$ 61,784,190**	**$ 49,128**	**$ 1,681,374**	**$ 14,796,918**	**$ 242,545**	**$ 14,640,195**	**$ 9,180,077**	**$ 599,538**

Allocation (continued)

June 30, 2021

Book & Market Value	2017 CO	2017A CO	2019/2020 Tax Notes	Restricted Park Develop,	CARES Act Funds	Restricted General	Restricted Water Impact	Restricted Sewer Impact
ANB MMA	$ –	$ –	$ –	$ 795,501	$ 546,618	$ 574,902	$ 1,105,578	$ 1,338,519
NexBank ICS	1,937,405	3,422,059	–	74,318	–	53,430	462,993	560,544
TexPool	–	–	1,425,447	–	–	–	99,056	119,926
07/23/21–Prosperity Bank CD 0004	–	–	–	–	–	–	–	–
07/23/21–Prosperity Bank CD 0005	–	–	–	–	–	–	–	–
12/30/21–Citizens Bank CD 5043	–	–	–	–	–	–	–	–
01/06/22–Texas Security Bank CD 2528	–	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5723	–	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5733	–	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5743	–	–	–	–	–	–	–	–
04/06/22–Texas Security Bank CD 2530	–	–	–	–	–	–	–	–
04/06/22–Texas Security Bank CD 2529	–	–	–	–	–	–	–	–
06/30/22–Prosperity Bank CD 0135	–	–	–	–	–	–	–	–
06/30/22–Prosperity Bank CD 0136	–	–	–	–	–	–	–	–
06/30/22–Origin Bank CD1735	–	–	–	–	–	–	–	–
06/30/22–Origin Bank CD9857	–	–	–	–	–	–	–	–
06/30/22–Origin Bank CD7978	–	–	–	–	–	–	356,189	431,237
07/07/22–Citizens Bank CD5763	–	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5773	–	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5783	–	–	–	–	–	–	–	–
Totals	**$ 1,937,405**	**$ 3,422,059**	**$ 1,425,447**	**$ 869,819**	**$ 546,618**	**$ 628,332**	**$ 2,023,816**	**$ 2,450,226**

Allocation (continued)
June 30, 2021

Book & Market Value	Restricted Roadway	Street Maint.	VERF	MDD	Health Insurance	Station O&M PID	EDC
ANB MMA	$ 659,809	$ 677,621	$ 547,082	$ 623,403	$ 610,317	$ 4,855	$ 1,649,430
NexBank ICS	276,314	–	426,611	337,405	184,937	–	1,021,218
TexPool	59,116	–	–	–	–		–
07/23/21–Prosperity Bank CD 0004	–	–	–	–	–	–	–
07/23/21–Prosperity Bank CD 0005	–	–	–	–	–	–	–
12/30/21–Citizens Bank CD 5043	–	–	–	–	–	–	–
01/06/22–Texas Security Bank CD 2528	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5723	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5733	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5743	–	–	–	–	–	–	–
04/06/22–Texas Security Bank CD 2530	–	–	–	–	–	–	–
04/06/22–Texas Security Bank CD 2529	–	–	–	–	–	–	–
06/30/22–Prosperity Bank CD 0135	–	–	–	–	–	–	–
06/30/22–Prosperity Bank CD 0136	–	–	–	–	–	–	–
06/30/22–Origin Bank CD1735	–	–	–	–	–	–	–
06/30/22–Origin Bank CD9857	–	–	–	–	–	–	–
06/30/22–Origin Bank CD7978	212,574	–	–	–	–	–	–
07/07/22–Citizens Bank CD5763	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5773	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5783	–	–	–	–	–	–	–
Totals	**$ 1,207,813**	**$ 677,621**	**$ 973,693**	**$ 960,808**	**$ 795,255**	**$ 4,855**	**$ 2,670,648**

Allocation
March 31, 2021

Book & Market Value	Total	PGBT TIF	TIRZ #2 Station	GO I&S	General Fund	W/S Restricted	W/S Operations	Capital Project
ANB MMA	$ 26,733,556	$ (3,023)	$ (18,325)	$ 1,617,172	$ 10,613,724	$ 242,545	$ 6,275,906	$ 1,292,534
BTH Bank ICS	2,676,587	–	–	–	–	–	952,795	–
NexBank ICS	13,182,660	–	–	–	98	–	112,489	3,091,448
TexPool	3,910,794	–	–	–	–	–	470,103	766,439
04/23/21–Prosperity Bank CD 0001	1,003,661	–	–	–	–	–	–	1,003,661
04/23/21–Prosperity Bank CD 0002	1,003,661	–	–	–	1,003,661	–	–	–
04/23/21–Prosperity Bank CD 0003	1,003,661	–	–	–	–	–	1,003,661	–
06/30/21–Prosperity Bank CD 9997	1,007,514	–	–	–	1,007,514	–	–	–
06/30/21–Prosperity Bank CD 9998	1,007,514	–	–	–	–	–	1,007,514	–
07/23/21–Prosperity Bank CD 0004	1,004,661	–	–	–	–	–	–	1,004,661
07/23/21–Prosperity Bank CD 0005	1,004,661	–	–	–	1,004,661	–	–	–
12/30/21–Citizens Bank CD 5043	1,007,898	–	–	–	–	–	1,007,898	–
01/06/22–Texas Security Bank CD 2528	1,009,176	–	–	–	–	–	1,009,176	–
01/07/22–Citizens Bank CD5723	1,001,478	–	–	–	–	–	1,001,478	–
01/07/22–Citizens Bank CD5733	1,001,478	–	–	–	1,001,478	–	–	–
01/07/22–Citizens Bank CD5743	1,001,478	–	–	–	–	–	–	1,001,478
04/06/22–Texas Security Bank CD 2530	1,009,379	–	–	–	1,009,379	–	–	–
04/06/22–Texas Security Bank CD 2529	1,009,379	–	–	–	–	–	1,009,379	–
07/07/22–Citizens Bank CD5763	1,001,478	–	–	–	–	–	1,001,478	–
07/07/22–Citizens Bank CD5773	1,001,478	–	–	–	1,001,478	–	–	–
07/07/22–Citizens Bank CD5783	1,001,478	–	–	–	–	–	–	–
Totals	**$ 63,583,630**	**$ (3,023)**	**$ (18,325)**	**$ 1,617,172**	**$ 16,641,994**	**$ 242,545**	**$ 14,851,877**	**$ 8,160,221**

Allocation (continued)
March 31, 2021

Book & Market Value	2009 GO Bonds	2017 CO	2017A CO	2019/2020 Tax Notes	Restricted Park Develop,	CARES Act Funds	Restricted General	Restricted Water Impact
ANB MMA	$ 402,981	$ –	$ –	$ –	$ 485,792	$ 658,113	$ 255,399	$ 717,826
BTH Bank ICS	–	–	–	–	379,989	–	193,894	35,427
NexBank ICS	963,840	1,977,751	3,643,075	–	249,964	–	127,547	331,460
TexPool	238,958	–	–	1,457,221	–	–	–	309,200
04/23/21–Prosperity Bank CD 0001	–	–	–	–	–	–	–	–
04/23/21–Prosperity Bank CD 0002	–	–	–	–	–	–	–	–
04/23/21–Prosperity Bank CD 0003	–	–	–	–	–	–	–	–
06/30/21–Prosperity Bank CD 9997	–	–	–	–	–	–	–	–
06/30/21–Prosperity Bank CD 9998	–	–	–	–	–	–	–	–
07/23/21–Prosperity Bank CD 0004	–	–	–	–	–	–	–	–
07/23/21–Prosperity Bank CD 0005	–	–	–	–	–	–	–	–
12/30/21–Citizens Bank CD 5043	–	–	–	–	–	–	–	–
01/06/22–Texas Security Bank CD 2528	–	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5723	–	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5733	–	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5743	–	–	–	–	–	–	–	–
04/06/22–Texas Security Bank CD 2530	–	–	–	–	–	–	–	–
04/06/22–Texas Security Bank CD 2529	–	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5763	–	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5773	–	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5783	1,001,478	–	–	–	–	–	–	–
Totals	**$ 2,607,257**	**$ 1,977,751**	**$ 3,643,075**	**$ 1,457,221**	**$ 1,115,745**	**$ 658,113**	**$ 576,839**	**$ 1,393,913**

Allocation (continued)

March 31, 2021

Book & Market Value

	Restricted Sewer Impact	Restricted Roadway	Street Maint.	VERF	MDD	Health Insurance	EDC
ANB MMA	$ 1,095,449	$ 457,382	$ 483,203	$ 589,979	$ 169,993	$ 499,910	$ 896,995
BTH Bank ICS	54,064	22,573	60,152	–	343,402	50,289	584,001
NexBank ICS	505,829	211,198	–	426,133	337,027	184,730	1,020,073
TexPool	471,859	197,015	–	–	–	–	–
04/23/21–Prosperity Bank CD 0001	–	–	–	–	–	–	–
04/23/21–Prosperity Bank CD 0002	–	–	–	–	–	–	–
04/23/21–Prosperity Bank CD 0003	–	–	–	–	–	–	–
06/30/21–Prosperity Bank CD 9997	–	–	–	–	–	–	–
06/30/21–Prosperity Bank CD 9998	–	–	–	–	–	–	–
07/23/21–Prosperity Bank CD 0004	–	–	–	–	–	–	–
07/23/21–Prosperity Bank CD 0005	–	–	–	–	–	–	–
12/30/21–Citizens Bank CD 5043	–	–	–	–	–	–	–
01/06/22–Texas Security Bank CD 2528	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5723	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5733	–	–	–	–	–	–	–
01/07/22–Citizens Bank CD5743	–	–	–	–	–	–	–
04/06/22–Texas Security Bank CD 2530	–	–	–	–	–	–	–
04/06/22–Texas Security Bank CD 2529	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5763	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5773	–	–	–	–	–	–	–
07/07/22–Citizens Bank CD5783	–	–	–	–	–	–	–
Totals	**$ 2,127,202**	**$ 888,168**	**$ 543,355**	**$ 1,016,112**	**$ 850,422**	**$ 734,929**	**$ 2,501,068**

Portfolio Summary
City of Sachse, TX
June 30, 2021

Safety - Investment Type

Investment Type	Book Value	Percent
Money Market Account*	$ 42,374,497	68.6%
Investment Pools	2,314,117	3.7%
CD's	17,095,574	27.7%
Total*	$ 61,784,190	100%

*(Includes Sachse EDC Money Market)

Liquidity - Investments by Maturity Date

Under 30 days	$ 46,701,486	76%
31 - 90 days		0%
91 - 180 days		0%
181 - 365 days	12,258,092	20%
366 - 760 days	2,824,611	5%
Total Principal Invested	$ 61,784,190	100%

Portfolio Yield

Portfolio	Fiscal YTD Interest	Int Earned this QTR	(FYTD) Percent of total
Debt Service	$ 3,968	$ 1,394	1.93%
General Fund	$ 60,817	18,298	29.54%
Water and Sewer Fund	$ 72,466	21,230	35.20%
Capital Project Fund	$ 43,514	15,756	21.13%
Special Revenue Fund	$ 5,246	1,642	2.55%
Impact Fee Fund	$ 8,692	3,555	4.22%
Street Maintenance Fund	$ 947	$ 460	0.46%
Vehicle/Equipment Fund	$ 1,751	$ 478	0.85%
Municipal Development District	$ 1,741	$ 728	0.85%
Health Insurance Fund	$ 1,443	506	0.70%
Sachse EDC	$ 5,283	2,281	2.57%
TIRZ#2	$ 29	$ 29	0.01%
Total Portfolios	$ 205,897	$ 66,357	99.99%

Portfolio Balance

Portfolio	Beginning Balances	Ending Book Balances	Change
Debt Service	$ 1,617,172	$ 1,681,374	$ 64,202.00
General Fund	16,641,994	14,796,918	(1,845,076.00)
Water and Sewer Fund	17,072,173	16,820,146	(252,027.00)
Capital Project Fund	15,867,774	14,627,121	(1,240,652.93)
Special Revenue Fund	2,350,699	2,044,769	(305,930.00)
Impact Fee Fund	4,409,283	5,681,855	1,272,572.35
Street Maintenance Fund	543,355	677,621	134,266.00
Vehicle/Equipment Fund	1,016,113	973,693	(42,420.00)
Municipal Development District	850,422	960,808	110,386.00
Health Insurance Fund	734,929	795,255	60,326.00
Sachse EDC	2,501,068	2,670,648	169,580.00
PGBT	(3,023)	0	3,023.00
TIRZ#2 Station	(18,325)	49,128	67,453.00
Station O&M PID	0	4,855	4,855.00
Total Portfolios	$ 63,583,634	$ 61,784,190	$ (1,799,443)

Historical Interest Rates

		April	May	June
Pooled Money Market Account	2021	0.3500%	0.3500%	0.3500%
	2020	0.2000%	0.2000%	0.2000%
	2019	0.2000%	0.2000%	0.2000%
Tex Pool	2021	0.0135%	0.0102%	0.0131%
	2020	0.4552%	0.2669%	0.2165%
	2019	2.4344%	2.4005%	2.3812%

City of Sachse, TX
Investment Portfolios
April 30, 2021

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value Beginning of Month	Book Value Change	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Debt Service													
GO Bond I&S Fund	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	1,617,172	1,617,172	19,966	1,637,138	1,617,172	19,966	1,637,138
GO Bond I&S Fund	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	0	0		0	0	0	0
GO Bond I&S Fund	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	0	0		0	0	0	0
GO Bond I&S Fund	TexPool	1111-000	4/30/2021	5/1/2021	0.0793%	1	0	0		0	0	0	0
Total							1,617,171	1,617,172	19,966	1,637,138	1,617,172	19,966	1,637,138
General Fund													
General Fund	TexPool	1111-000	4/30/2021	5/1/2021	0.0793%	1	0	0		0	0	0	0
General Fund	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	10,613,725	10,613,725	33,783	10,647,508	10,613,725	33,783	10,647,508
General Fund	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	0	0		0	0	0	0
General Fund	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	98	98		98	98	0	98
General Fund	CD	Prosperity 2	7/23/2020	4/23/2021	0.5500%		1,000,000	1,003,661	(1,003,661)	0	1,003,661	(1,003,661)	0
General Fund	CD	Citizens 5733	1/7/2021	1/7/2022	0.6500%	252	1,000,000	1,001,478	535	1,002,013	1,001,478	535	1,002,013
General Fund	CD	Citizens 5773	1/7/2021	7/7/2022	0.6500%	433	1,000,000	1,001,478	535	1,002,013	1,001,478	535	1,002,013
General Fund	CD	Prosperity 5	7/23/2020	7/23/2021	0.7000%	84	1,000,000	1,004,661	598	1,005,259	1,004,661	598	1,005,259
General Fund	CD	Legacy 9997	3/30/2020	6/30/2021	0.7500%	61	1,007,514	1,007,514	642	1,008,156	1,007,514	642	1,008,156
General Fund	CD	Texas Sec 530	4/6/2020	4/6/2022	0.9500%	341	1,000,000	1,009,379	787	1,010,166	1,009,379	787	1,010,166
Total							16,621,337	16,641,994	(966,781)	15,675,211	16,641,994	(966,781)	15,675,211
Water and Sewer Fund													
W/S Restricted Fund	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	242,545	242,545		242,545	242,545	0	242,545
W/S Operations	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	6,275,906	6,275,906	1,045,216	7,321,122	6,275,906	1,045,216	7,321,122
W/S Operations	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	952,795	952,795	9	952,804	952,795	9	952,804
W/S Operations	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	112,489	112,489		112,489	112,489	0	112,489
W/S 2017CO	Money Market	: 3886 2017CO	4/30/2021	5/1/2021	1.4700%	1	1,977,751	1,977,751	731	1,978,482	1,977,751	731	1,978,482
W/S Operations	TexPool	1111-000	4/30/2021	5/1/2021	0.0793%	1	470,103	470,103	5	470,108	470,103	5	470,108
W/S 2017CO	Money Market	14512 2017CO	4/30/2021	5/1/2021	0.3500%	1	0	0		0	0	0	0
W/S Operations	CD	Citizens 5723	1/7/2021	1/7/2022	0.6500%	252	1,000,000	1,001,478	535	1,002,013	1,001,478	535	1,002,013
W/S Operations	CD	Citizens 5763	1/7/2021	7/7/2022	0.6500%	433	1,000,000	1,001,478	535	1,002,013	1,001,478	535	1,002,013
W/S Operations	CD	Citizens 5043	12/30/2020	12/20/2021	0.9000%	234	1,005,667	1,007,898	745	1,008,643	1,007,898	745	1,008,643
W/S Operations	CD	Legacy 9998	3/30/2020	6/30/2021	0.7500%	61	1,000,000	1,007,514	642	1,008,156	1,007,514	642	1,008,156
W/S Operations	CD	Prosperity 3	7/23/2020	4/23/2021	0.5500%		1,000,000	1,003,661	(1,003,661)	0	1,003,661	(1,003,661)	0
W/S Operations	CD	exas Sec 2528	4/6/2020	1/6/2022	0.9500%	251	1,000,000	1,009,176	787	1,009,963	1,009,176	787	1,009,963
W/S Operations	CD	Tex Sec 2529	4/6/2020	4/6/2022	0.9500%	341	1,000,000	1,009,379	787	1,010,166	1,009,379	787	1,010,166
Total							17,037,256	17,072,173	46,331	17,118,502	17,072,173	46,331	17,118,502
Capital Project Funds													
Capital Project Funds	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	1,292,534	1,292,534	902,585	2,195,119	1,292,534	902,585	2,195,119
Capital Project Funds	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	0	0		0	0	0	0
Capital Project Funds	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	3,091,448	3,091,448	1,114,132	4,205,580	3,091,448	1,114,132	4,205,580
Capital Project Funds	TexPool	1111-000	4/30/2021	5/1/2021	0.0793%	1	766,439	766,439	(235,721)	530,718	766,439	(235,721)	530,718
Capital Project Funds	CD	Prosperity 1	7/23/2020	4/23/2021	0.5500%		1,000,000	1,003,661	(1,003,661)	0	1,003,661	(1,003,661)	0
Capital Project Funds	CD	'itizens CD5743	1/7/2021	1/7/2022	0.6500%	252	1,000,000	1,001,478	535	1,002,013	1,001,478	535	1,002,013
2009 GO Bonds	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	402,981	402,981	(242,844)	160,137	402,981	(242,844)	160,137
2009 GO Bonds	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	0	0		0	0	0	0
2009 GO Bonds	TexPool	1111-000	4/30/2021	5/1/2021	0.0793%	1	238,958	238,958	(164,227)	74,731	238,958	(164,227)	74,731
Capital Project Funds	CD	Prosperity 4	7/23/2020	7/23/2021	0.7000%	84	1,000,000	1,004,661	598	1,005,259	1,004,661	598	1,005,259
2009 GO Bonda	CD	'itizens CD5783	1/7/2021	7/7/2022	0.6500%	433	1,000,000	1,001,478	535	1,002,013	1,001,478	535	1,002,013
2009 GO Bonds	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	963,840	963,840	(940,701)	23,139	963,840	(940,701)	23,139
2017A CO Bonds	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	0	0		0	0	0	0
2017A CO Bonds	TexPool	2017A CO	4/30/2021	5/1/2021	0.0793%	1	0	0		0	0	0	0
2017A CO Bonds	Money Market	ank 2017A CO	4/30/2021	5/1/2021	0.4500%	1	3,643,075	3,643,075	(170,560)	3,472,515	3,643,075	(170,560)	3,472,515
2019/2020 Tax Notes	TexPool	1111-000	4/30/2021	5/1/2021	0.0793%	1	1,457,221	1,457,221	(29)	1,457,192	1,457,221	(29)	1,457,192
Total							15,856,496	15,867,774	(739,358)	15,128,414	15,867,774	(739,358)	15,128,414
Special Revenue Funds													
Restricted Park Development Fee Fun	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	485,792	485,792	2,924	488,716	485,792	2,924	488,716
Restricted Park Development Fee Fun	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	379,989	379,989	(1,678)	378,311	379,989	(1,678)	378,311
Restricted Park Development Fee Fun	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	249,964	249,964	(1,013)	248,951	249,964	(1,013)	248,951
Restricted Park Development Fee Fun	TexPool	1111-000	4/30/2021	5/1/2021	0.0793%	1	0	0		0	0	0	0
CARES ACT	Money Market	14512/CARES	4/30/2021	5/1/2021	0.3500%	1	658,113	658,113	(84,913)	573,200	658,113	(84,913)	573,200
Restricted General Fund	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	255,399	255,399	238	255,637	255,399	238	255,637
Restricted General Fund	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	193,894	193,894	1,682	195,576	193,894	1,682	195,576
Restricted General Fund	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	127,547	127,547	1,154	128,701	127,547	1,154	128,701
Restricted General Fund	TexPool	1111-000	4/30/2021	5/1/2021	0.0793%	1	0	0		0	0	0	0
Total							2,350,698	2,350,699	(81,606)	2,269,094	2,350,699	(81,606)	2,269,094
Impact Fee Fund													
Restricted Water Impact Fee	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	717,826	717,826	196,426	914,252	717,826	196,426	914,252

City of Sachse, TX
Investment Portfolios
April 30, 2021

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value Beginning of Month	Book Value Change[1]	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Restricted Water Impact Fee	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	35,427	35,427	5,561	40,988	35,427	5,561	40,988
Restricted Water Impact Fee	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	331,460	331,460	52,169	383,629	331,460	52,169	383,629
Restricted Water Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0793%	1	309,200	309,200	48,535	357,735	309,200	48,535	357,735
Restricted Sewer Impact Fee	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	1,095,449	1,095,449	122,282	1,217,731	1,095,449	122,282	1,217,731
Restricted Sewer Impact Fee	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	54,064	54,064	530	54,594	54,064	530	54,594
Restricted Sewer Impact Fee	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	505,829	505,829	5,142	510,971	505,829	5,142	510,971
Restricted Sewer Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0793%	1	471,859	471,859	4,623	476,482	471,859	4,623	476,482
Restricted Roadway Impact Fee	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	457,382	457,382	(89,704)	367,678	457,382	(89,704)	367,678
Restricted Roadway Impact Fee	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	22,573	22,573	(6,089)	16,484	22,573	(6,089)	16,484
Restricted Roadway Impact Fee	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	211,198	211,198	(56,917)	154,281	211,198	(56,917)	154,281
Restricted Roadway Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0793%	1	331,307	197,015	(53,147)	143,868	197,015	(53,147)	143,868
Total							4,543,574	4,409,283	229,411	4,638,692	4,409,283	229,411	4,638,692
Street Maintenance Fund													
Street Maintenance Tax	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	483,203	483,203	35,541	518,744	483,203	35,541	518,744
Street Maintenance Tax	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	60,152	60,152		60,152	60,152	0	60,152
Total							543,355	543,355	35,541	578,897	543,355	35,541	578,897
Health Insurance Fund													
Health Insurance	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	499,910	499,910	17,264	517,174	499,910	17,264	517,174
Health Insurance	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	50,289	50,289		50,289	50,289	0	50,289
Health Insurance	Money Market	NexBank	4/30/2021	5/1/2021	0.0793%	1	184,730	184,730	69	184,799	184,730	69	184,799
Total							734,929	734,929	17,333	752,263	734,929	17,333	752,263
EDC Fund													
EDC PMMKT	Money Market	114512	4/30/2021	5/1/2021	0.2700%	1	896,995	896,995	85,830	982,825	896,995	85,830	982,825
EDC PMMKT	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	584,001	584,001	5	584,006	584,001	5	584,006
EDC PMMKT	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	1,020,073	1,020,073	383	1,020,456	1,020,073	383	1,020,456
Total							2,501,069	2,501,068	86,218	2,587,287	2,501,068	86,218	2,587,287
Vehicle/Equipment Replacement Fund													
VERF	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	589,979	589,979	(35,167)	554,812	589,979	(35,167)	554,812
VERF	Money Market	BTH	4/30/2021	5/1/2021	0.0800%	1	0	0		0	0	0	0
VERF	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	426,133	426,133	160	426,293	426,133	160	426,293
Total							1,016,112	1,016,113	(35,007)	981,105	1,016,113	(35,007)	981,105
Municipal Development District													
Municipal Development District	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	169,993	169,993	33,221	203,214	169,993	33,221	203,214
Municipal Development District	Money Market	BTH	4/30/2021	5/1/2021	0.4500%	1	343,402	343,402	3	343,405	343,402	3	343,405
Municipal Development District	Money Market	NexBank	4/30/2021	5/1/2021	0.0793%	1	337,027	337,027	126	337,153	337,027	126	337,153
Total							850,422	850,422	33,350	883,772	850,422	33,350	883,772
PGBT													
PGBT	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	(3,023)	(3,023)	3,023	0	(3,023)	3,023	0
Total							(3,023)	(3,023)	3,023	0	(3,023)	3,023	0
TIRZ#2 Station													
TIRZ#2 Station	Money Market	114512	4/30/2021	5/1/2021	0.3500%	1	(18,325)	(18,325)	68,158	49,833	(18,325)	68,158	49,833
Total							(18,325)	(18,325)	68,158	49,833	(18,325)	68,158	49,833
							63,651,071	63,583,634	(1,283,421)	62,300,208	63,583,634	(1,283,421)	62,300,208

Summary of Portfolios by Security Type
04/30/21

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value Beginning of Month	Book Value Change	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Money Market Account	71.77%	1	0.3138%	42,592,804	42,592,804	2,118,727	44,711,531	42,592,804	2,118,727	44,711,531
TexPool	5.64%	1	0.0793%	4,045,087	3,910,794	-399,961	3,510,834	3,910,795	-399,961	3,510,834
CD's	22.60%	251	0.7176%	17,013,181	17,080,033	-3,002,187	14,077,846	17,080,033	-3,002,187	14,077,846
Total	100.00%			63,651,072	63,583,630	-1,283,421	62,300,208	63,583,636	-1,283,421	62,300,208

1Change = Investment activity including earnings,deposits and withdrawals.

City of Sachse, TX
Investment Portfolios
May 31, 2021

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value Beginning of Month	Book Value Change 1	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Debt Service													
GO Bond I&S Fund	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	1,637,138	1,637,138	17,066	1,654,204	1,637,138	17,066	1,654,204
GO Bond I&S Fund	Money Market	BTH	5/31/2021	6/1/2021			0	0		0	0	0	0
GO Bond I&S Fund	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	0	0		0	0	0	0
GO Bond I&S Fund	TexPool	1111-000	5/31/2021	6/1/2021	0.0102%	1	0	0		0	0	0	0
Total							1,637,139	1,637,138	17,066	1,654,204	1,637,138	17,066	1,654,204
General Fund													
General Fund	TexPool	1111-000	5/31/2021	6/1/2021	0.0102%	1	0	0		0	0	0	0
General Fund	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	10,647,508	10,647,508	(399,459)	10,248,049	10,647,508	(399,459)	10,248,049
General Fund	Money Market	BTH	5/31/2021	6/1/2021			0	0		0	0	0	0
General Fund	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	98	98		98	98	0	98
General Fund	CD	Prosperity 2	7/23/2020	4/23/2021	0.5500%		1,000,000	0		0	0	0	0
General Fund	CD	Citizens 5733	1/7/2021	1/7/2022	0.6500%	221	1,000,000	1,002,013	552	1,002,565	1,002,013	552	1,002,565
General Fund	CD	Citizens 5773	1/7/2021	7/7/2022	0.6500%	402	1,000,000	1,002,013	552	1,002,565	1,002,013	552	1,002,565
General Fund	CD	Prosperity 5	7/23/2020	7/23/2021	0.7000%	53	1,000,000	1,005,259	578	1,005,837	1,005,259	578	1,005,837
General Fund	CD	Legacy 9997	3/30/2020	6/30/2021	0.7500%	30	1,000,000	1,008,156	621	1,008,777	1,008,156	621	1,008,777
General Fund	CD	exas Sec 530	4/6/2020	4/6/2022	0.9500%	310	1,000,000	1,010,166	814	1,010,980	1,010,166	814	1,010,980
Total							16,647,606	15,675,211	(396,342)	15,278,872	15,675,211	(396,342)	15,278,872
Water and Sewer Fund													
W/S Restricted Fund	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	242,545	242,545		242,545	242,545	0	242,545
W/S Operations	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	7,321,122	7,321,122	928,684	8,249,806	7,321,122	928,684	8,249,806
W/S Operations	Money Market	BTH	5/31/2021	6/1/2021			952,804	952,804	(952,804)	0	952,804	(952,804)	0
W/S Operations	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	112,489	112,489	42,565	155,054	112,489	42,565	155,054
W/S 2017CO	Money Market	3886 2017CO	5/31/2021	6/1/2021	1.4700%	1	1,978,482	1,978,482	(41,809)	1,936,673	1,978,482	(41,809)	1,936,673
W/S Operations	TexPool	1111-000	5/31/2021	6/1/2021	0.0102%	1	470,108	470,108	(465,000)	5,108	470,108	(465,000)	5,108
W/S 2017CO	Money Market	4512 2017CO	5/31/2021	6/1/2021	0.0102%	1	0	0		0	0	0	0
W/S Operations	CD	Citizens 5723	1/7/2021	1/7/2022	0.6500%	221	1,000,000	1,002,013	552	1,002,565	1,002,013	552	1,002,565
W/S Operations	CD	Citizens 5763	1/7/2021	7/7/2022	0.6500%	402	1,000,000	1,002,013	552	1,002,565	1,002,013	552	1,002,565
W/S Operations	CD	Citizens 5043	12/30/2020	12/20/2021	0.9000%	203	1,008,643	1,008,643	770	1,009,413	1,008,643	770	1,009,413
W/S Operations	CD	Legacy 9998	3/30/2020	6/30/2021	0.7500%	30	1,008,156	1,008,156	621	1,008,777	1,008,156	621	1,008,777
W/S Operations	CD	Prosperity 3	7/23/2020	4/23/2021	0.5500%		1,000,000	0		0	0	0	0
W/S Operations	CD	xas Sec 2528	4/6/2020	1/6/2022	0.9500%	220	1,000,000	1,009,963	814	1,010,777	1,009,963	814	1,010,777
W/S Operations	CD	Tex Sec 2529	4/6/2020	4/6/2022	0.9500%	310	1,000,000	1,010,166	814	1,010,980	1,010,166	814	1,010,980
Total							18,094,349	17,118,502	(484,241)	16,634,264	17,118,502	(484,241)	16,634,264
Capital Project Funds													
Capital Project Funds	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	2,195,119	2,195,119	(75,702)	2,119,417	2,195,119	(75,702)	2,119,417
Capital Project Funds	Money Market	BTH	5/31/2021	6/1/2021			0	0		0	0	0	0
Capital Project Funds	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	4,205,580	4,205,580	77,880	4,283,460	4,205,580	77,880	4,283,460
Capital Project Funds	TexPool	1111-000	5/31/2019	6/1/2019	0.4500%	1	530,718	530,718	205	530,923	530,718	205	530,923
Capital Project Funds	CD	Prosperity 1	7/23/2020	4/23/2021	0.5500%		1,000,000	0		0	0	0	0
Capital Project Funds	CD	zens CD5743	1/7/2021	1/7/2022	0.6500%	221	1,000,000	1,002,013	552	1,002,565	1,002,013	552	1,002,565
2009 GO Bonds	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	160,137	160,137	19,448	179,585	160,137	19,448	179,585
2009 GO Bonds	Money Market	BTH	5/31/2021	6/1/2021			0	0		0	0	0	0
2009 GO Bonds	TexPool	1111-000	5/31/2019	6/1/2019	0.0102%	1	74,731	74,731	(198)	74,533	74,731	(198)	74,533
Capital Project Funds	CD	Prosperity 4	7/23/2020	7/23/2021	0.7000%	53	1,000,000	1,005,259	578	1,005,837	1,005,259	578	1,005,837
2009 GO Bonda	CD	zens CD5783	1/7/2021	7/7/2022	0.6500%	402	1,000,000	1,002,013	552	1,002,565	1,002,013	552	1,002,565
2009 GO Bonds	Money Market	NexBank	4/30/2021	5/1/2021	0.4500%	1	23,139	23,139	(23,139)	0	23,139	(23,139)	0
2017A CO Bonds	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	0	0		0	0	0	0
2017A CO Bonds	TexPool	2017A CO	5/31/2021	6/1/2021	0.0102%	1	0	0		0	0	0	0
2017A CO Bonds	Money Market	NexBank	5/31/2021	6/1/2021	0.0102%	1	3,472,515	3,472,515	(51,718)	3,420,797	3,472,515	(51,718)	3,420,797
2019/2020 Tax Notes	TexPool	1111-000	5/31/2021	6/1/2021	0.0102%	1	1,457,192	1,457,192	(31,765)	1,425,427	1,457,192	(31,765)	1,425,427
Total							16,119,132	15,128,414	(83,307)	15,045,108	15,128,414	(83,307)	15,045,108
Special Revenue Funds													
Restricted Park Development Fee Fu	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	488,716	488,716	379,190	867,906	488,716	379,190	867,906
Restricted Park Development Fee Fu	Money Market	BTH	5/31/2021	6/1/2021			378,311	378,311	(378,311)	0	378,311	(378,311)	0
Restricted Park Development Fee Fu	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	248,951	248,951	(911)	248,040	248,951	(911)	248,040
Restricted Park Development Fee Fu	TexPool	1111-000	5/31/2021	6/1/2021	0.0000%	1	0	0		0	0	0	0
CARES ACT	Money Market	4512/CARES	5/31/2021	6/1/2021	0.3500%	1	573,200	573,200	(37,301)	535,899	573,200	(37,301)	535,899
Restricted General Fund	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	255,637	255,637	201,039	456,676	255,637	201,039	456,676
Restricted General Fund	Money Market	BTH	5/31/2021	6/1/2021			195,576	195,576	(195,576)	0	195,576	(195,576)	0
Restricted General Fund	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	128,701	128,701	959	129,660	128,701	959	129,660
Restricted General Fund	TexPool	1111-000	5/31/2021	6/1/2021	0.0000%	1	0	0		0	0	0	0
Total							2,269,092	2,269,094	(30,911)	2,238,181	2,269,094	(30,911)	2,238,181
Impact Fee Fund													
Restricted Water Impact Fee	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	914,252	914,252	165,156	1,079,408	914,252	165,156	1,079,408
Restricted Water Impact Fee	Money Market	BTH	5/31/2021	6/1/2021			40,988	40,988	(40,988)	0	40,988	(40,988)	0

City of Sachse, TX
Investment Portfolios
May 31, 2021

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value: Beginning of Month	Book Value: Change 1	Book Value: End of Month	Market Value: Beginning of Month	Market Value: Change	Market Value: End of Month
Restricted Water Impact Fee	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	383,629	383,629	9,642	393,271	383,629	9,642	393,271
Restricted Water Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0102%	1	357,735	357,735	8,827	366,562	357,735	8,827	366,562
Restricted Sewer Impact Fee	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	1,217,731	1,217,731	149,020	1,366,751	1,217,731	149,020	1,366,751
Restricted Sewer Impact Fee	Money Market	BTH	5/31/2021	6/1/2021			54,594	54,594	(54,594)	0	54,594	(54,594)	0
Restricted Sewer Impact Fee	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	510,971	510,971	(13,009)	497,962	510,971	(13,009)	497,962
Restricted Sewer Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0102%	1	476,482	476,482	(12,340)	464,142	476,482	(12,340)	464,142
Restricted Roadway Impact Fee	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	367,678	367,678	66,340	434,018	367,678	66,340	434,018
Restricted Roadway Impact Fee	Money Market	BTH	5/31/2021	6/1/2021			16,484	16,484	(16,484)	0	16,484	(16,484)	0
Restricted Roadway Impact Fee	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	154,281	154,281	3,849	158,130	154,281	3,849	158,130
Restricted Roadway Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0102%	1	143,868	143,868	3,522	147,390	143,868	3,522	147,390
Total							4,638,693	4,638,692	268,941	4,907,634	4,638,692	268,941	4,907,634
Street Maintenance Fund													
Street Maintenance Tax	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	518,744	518,744	115,620	634,364	518,744	115,620	634,364
Street Maintenance Tax	Money Market	BTH	5/31/2021	6/1/2021			60,152	60,152	(60,152)	0	60,152	(60,152)	0
Total							578,896	578,897	55,468	634,364	578,897	55,468	634,364
Health Insurance Fund													
Health Insurance	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	517,174	517,174	203,514	720,688	517,174	203,514	720,688
Health Insurance	Money Market	BTH	5/31/2021	6/1/2021			50,289	50,289	(50,289)	0	50,289	(50,289)	0
Health Insurance	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	184,799	184,799	69	184,868	184,799	69	184,868
Total							752,262	752,263	153,294	905,556	752,263	153,294	905,556
EDC Fund													
EDC PMMKT	Money Market	114512	5/31/2021	6/1/2021	0.2700%	1	982,825	982,825	642,058	1,624,883	982,825	642,058	1,624,883
EDC PMMKT	Money Market	BTH	5/31/2021	6/1/2021			584,006	584,006	(584,006)	0	584,006	(584,006)	0
EDC PMMKT	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	1,020,456	1,020,456	379	1,020,835	1,020,456	379	1,020,835
Total							2,587,287	2,587,287	58,431	2,645,717	2,587,287	58,431	2,645,717
Vehicle/Equipment Replacement Fund													
VERF	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	554,812	554,812	(45)	554,767	554,812	(45)	554,767
VERF	Money Market	BTH	5/31/2021	6/1/2021			0	0		0	0	0	0
VERF	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	426,293	426,293	158	426,451	426,293	158	426,451
Total							981,105	981,105	113	981,218	981,105	113	981,218
Municipal Development District													
Municipal Development District	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	203,214	203,214	385,651	588,865	203,214	385,651	588,865
Municipal Development District	Money Market	BTH	5/31/2021	6/1/2021			343,405	343,405	(343,405)	0	343,405	(343,405)	0
Municipal Development District	Money Market	NexBank	5/31/2021	6/1/2021	0.4500%	1	337,153	337,153	125	337,278	337,153	125	337,278
Total							883,772	883,772	42,371	926,144	883,772	42,371	926,144
PGBT													
PGBT	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	0	0		0	0	0	0
Total							0	0	0	0	0	0	0
TIRZ#2 Station													
TIRZ#2 Station	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	49,833	49,833	(427)	49,406	49,833	(427)	49,406
Total							49,833	49,833	(427)	49,406	49,833	(427)	49,406
Station O&M PID													
Station O&M PID	Money Market	114512	5/31/2021	6/1/2021	0.3500%	1	0	0	4,855	4,855	0	4,855	4,855
Total							0	0	4,855	4,855	0	4,855	4,855
							65,239,166	62,300,208	(394,689)	61,905,522	62,300,208	(394,689)	61,905,522

Summary of Portfolios by Security Type
05/31/21

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value: Beginning of Month	Book Value: Change	Book Value: End of Month	Market Value: Beginning of Month	Market Value: Change	Market Value: End of Month
Money Market Account	72.38%	1	0.3976%	44,711,531	44,711,531	93,138	44,804,669	44,711,531	93,138	44,804,669
TexPool	4.87%	1	0.0452%	3,510,834	3,510,834	-496,749	3,014,085	3,510,834	-496,749	3,014,085
CD's	22.76%	220	0.7176%	17,016,799	14,077,846	8,922	14,086,768	14,077,846	8,922	14,086,768
Total	100.00%			65,239,164	62,300,208	-394,689	61,905,522	62,300,208	-394,689	61,905,522

1Change = Investment activity including earnings,deposits and withdrawals.

City of Sachse, TX
Investment Portfolios
June 30, 2021

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value Beginning of Month	Book Value Change	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Debt Service													
GO Bond I&S Fund	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	1,654,204	1,654,204	27,170	1,681,374	1,654,204	27,170	1,681,374
GO Bond I&S Fund	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
GO Bond I&S Fund	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	0	0		0	0	0	0
GO Bond I&S Fund	TexPool	1111-000	6/30/2021	7/1/2021	0.0131%	1	0	0		0	0	0	0
Total							1,654,204	1,654,204	27,170	1,681,374	1,654,204	27,170	1,681,374
General Fund													
General Fund	TexPool	1111-000	6/30/2021	7/1/2021	0.0131%	1	0	0		0	0	0	0
General Fund	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	10,248,049	10,248,049	(1,485,053)	8,762,996	10,248,049	(1,485,053)	8,762,996
General Fund	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
General Fund	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	98	98		98	98	0	98
General Fund	CD	Origin 1735	6/30/2021	6/30/2022	0.2500%	365	1,000,000	0	1,000,000	1,000,000	0	1,000,000	1,000,000
General Fund	CD	rosperity 135	6/30/2021	6/30/2022	0.2000%	365	1,009,420	0	1,009,420	1,009,420	0	1,009,420	1,009,420
General Fund	CD	Citizens 5733	1/7/2021	1/7/2022	0.6500%	191	1,000,000	1,002,565	535	1,003,100	1,002,565	535	1,003,100
General Fund	CD	Citizens 5773	1/7/2021	7/7/2022	0.6500%	372	1,000,000	1,002,565	535	1,003,100	1,002,565	535	1,003,100
General Fund	CD	Prosperity 5	7/23/2020	7/23/2021	0.7000%	23	1,000,000	1,005,837	598	1,006,435	1,005,837	598	1,006,435
General Fund	CD	Legacy 9997	3/30/2020	6/30/2021	0.7500%	0	1,000,000	1,008,777	(1,008,777)	0	1,008,777	(1,008,777)	0
General Fund	CD	exas Sec 530	4/6/2020	4/6/2022	0.9500%	280	1,000,000	1,010,980	789	1,011,769	1,010,980	789	1,011,769
Total							17,257,567	15,278,872	(1,007,988)	14,796,918	15,278,872	(481,953)	14,796,918
Water and Sewer Fund													
W/S Restricted Fund	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	242,545	242,545		242,545	242,545	0	242,545
W/S Operations	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	8,249,806	8,249,806	(818,887)	7,430,919	8,249,806	(818,887)	7,430,919
W/S Operations	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
W/S Operations	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	155,054	155,054	0	155,054	155,054	0	155,054
W/S 2017CO	Money Market	3886 2017CO	6/30/2021	7/1/2021	1.4700%	1	1,936,673	1,936,673	732	1,937,405	1,936,673	732	1,937,405
W/S Operations	TexPool	1111-000	6/30/2021	7/1/2021	0.0131%	1	5,108	5,108	0	5,108	5,108	0	5,108
W/S 2017CO	Money Market	4512 2017CO	6/30/2021	7/1/2021	0.3500%	1	0	0		0	0	0	0
W/S Operations	CD	Origin 9857	6/30/2021	6/30/2022	0.2500%	365	1,000,000	0	1,000,000	1,000,000	0	1,000,000	1,000,000
W/S Operations	CD	Citizens 5723	1/7/2021	1/7/2022	0.6500%	191	1,000,000	1,002,565	535	1,003,100	1,002,565	535	1,003,100
W/S Operations	CD	Citizens 5763	1/7/2021	7/7/2022	0.6500%	372	1,000,000	1,002,565	535	1,003,100	1,002,565	535	1,003,100
W/S Operations	CD	Citizens 5043	12/30/2020	12/30/2021	0.7500%	183	1,000,000	1,009,413	746	1,010,159	1,009,413	746	1,010,159
W/S Operations	CD	Legacy 9998	3/30/2020	6/30/2021	0.7500%	0	1,000,000	1,008,777	(1,008,777)	0	1,008,777	(1,008,777)	0
W/S Operations	CD	rosperity 136	6/30/2021	6/30/2022	0.2000%	365	1,009,420	0	1,009,420	1,009,420	0	1,009,420	1,009,420
W/S Operations	CD	xas Sec 2528	4/6/2020	1/6/2022	0.9500%	190	1,000,000	1,010,777	789	1,011,566	1,010,777	789	1,011,566
W/S Operations	CD	Tex Sec 2529	4/6/2020	4/6/2022	0.9500%	280	1,000,000	1,010,980	789	1,011,769	1,010,980	789	1,011,769
Total							18,598,606	16,634,264	185,882	16,820,146	16,634,264	185,882	16,820,146
Capital Project Funds													
Capital Project Funds	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	2,119,417	2,119,417	(358,008)	1,761,409	2,119,417	-358008	1,761,409
Capital Project Funds	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
Capital Project Funds	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	4,283,460	4,283,460	(261,084)	4,022,376	4,283,460	-261084	4,022,376
Capital Project Funds	TexPool	1111-000	6/30/2021	7/1/2021	0.0131%	1	530,923	530,923	37,423	568,346	530,923	37423	568,346
Capital Project Funds	CD	Prosperity 1	7/23/2020	4/23/2021	0.5500%		1,000,000	0		0	0	0	0
Capital Project Funds	CD	zens CD5743	1/7/2021	1/7/2022	0.6500%	191	1,000,000	1,002,565	535	1,003,100	1,002,565	535	1,003,100
Capital Project Funds	CD	zens CD5783	1/7/2021	7/7/2022	0.6500%	372	500,000	0	818,411	818,411	0	818411	818,411
2009 GO Bonds	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	179,585	179,585	(64,550)	115,035	179,585	-64550	115,035
2009 GO Bonds	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
2009 GO Bonds	TexPool	1111-000	5/31/2019	6/1/2019	0.3500%	1	74,533	74,533	(37,415)	37,118	74,533	-37415	37,118
Capital Project Funds	CD	Prosperity 4	7/23/2020	7/23/2021	0.7000%	23	1,000,000	1,005,837	598	1,006,435	1,005,837	598	1,006,435
2009 GO Bonds	CD	zens CD5783	1/7/2021	7/7/2022	0.6500%	372	500,000	1,002,565	(817,876)	184,689	1,002,565	-817876	184,689
2009 GO Bonds	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	0	0	262696	262696	0	262696	262696
2017A CO Bonds	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	0	0		0	0	0	0
2017A CO Bonds	TexPool	2017A CO	6/30/2021	7/1/2021	0.0131%	1	0	0		0	0	0	0
2017A CO Bonds	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	3,420,797	3,420,797	1,262	3,422,059	3,420,797	1262	3,422,059
2019/2020 Tax Notes	Money Market	114512	6/30/2021	7/1/2021	0.0000%	1	-	0		0	0	0	0
2019/2020 Tax Notes	TexPool	1111-000	6/30/2021	7/1/2021	0.0131%	1	1,425,427	1,425,427	20	1,425,447	1,425,427	20	1,425,447
Total							16,034,142	15,045,108	(417,988)	14,627,121	15,045,108	(417,988)	14,627,121
Special Revenue Funds													
Restricted Park Development Fee Fur	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	867,906	867,906	(72,405)	795,501	867,906	(72,405)	795,501
Restricted Park Development Fee Fur	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
Restricted Park Development Fee Fur	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	248,040	248,040	(173,722)	74,318	248,040	(173,722)	74,318
Restricted Park Development Fee Fur	TexPool	1111-000	6/30/2021	7/1/2021	0.0131%	1	0	0		0	0	0	0
CARES ACT	Money Market	4512/CARES	6/30/2021	7/1/2021	0.3500%	1	535,899	535,899	10,719	546,618	535,899	10,719	546,618
Restricted General Fund	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	456,676	456,676	118,226	574,902	456,676	118,226	574,902
Restricted General Fund	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
Restricted General Fund	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	129,660	129,660	(76,230)	53,430	129,660	(76,230)	53,430
Restricted General Fund	TexPool	1111-000	6/30/2021	7/1/2021	0.0131%	1	0	0		0	0	0	0
Total							2,238,181	2,238,181	(193,412)	2,044,769	2,238,181	(193,412)	2,044,769
Impact Fee Fund													
Restricted Water Impact Fee	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	1,079,408	1,079,408	26,170	1,105,578	1,079,408	26,170	1,105,578
Restricted Water Impact Fee	CD	Origin 7978	6/30/2021	6/30/2022	0.2500%	365	333,333	0	356,189	356,189	0	356,189	356,189

City of Sachse, TX
Investment Portfolios
June 30, 2021

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value Beginning of Month	Book Value Change1	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Restricted Water Impact Fee	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	393,271	393,271	69,722	462,993	393,271	69,722	462,993
Restricted Water Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0131%	1	366,562	366,562	(267,506)	99,056	366,562	(267,506)	99,056
Restricted Sewer Impact Fee	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	1,366,751	1,366,751	(28,232)	1,338,519	1,366,751	(28,232)	1,338,519
Restricted Sewer Impact Fee	CD	Origin 7978	6/30/2021	6/30/2022	0.2500%	365	333,333	0	431,237	431,237	0	431,237	431,237
Restricted Sewer Impact Fee	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	497,962	497,962	62,582	560,544	497,962	62,582	560,544
Restricted Sewer Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0131%	1	464,142	464,142	(344,216)	119,926	464,142	(344,216)	119,926
Restricted Roadway Impact Fee	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	434,018	434,018	225,791	659,809	434,018	225,791	659,809
Restricted Roadway Impact Fee	CD	Origin 7978	6/30/2021	6/30/2022	0.2500%	365	333,333	0	212,574	212,574	0	212,574	212,574
Restricted Roadway Impact Fee	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	158,130	158,130	118,184	276,314	158,130	118,184	276,314
Restricted Roadway Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	0.0131%	1	147,390	147,390	(88,274)	59,116	147,390	(88,274)	59,116
Total							5,907,633	4,907,634	774,221	5,681,855	4,907,634	774,221	5,681,855
Street Maintenance Fund													
Street Maintenance Tax	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	634,364	634,364	43,257	677,621	634,364	43,257	677,621
Street Maintenance Tax	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
Total							634,364	634,364	43,257	677,621	634,364	43,257	677,621
Health Insurance Fund													
Health Insurance	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	720,688	720,688	(110,371)	610,317	720,688	(110,371)	610,317
Health Insurance	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
Health Insurance	Money Market	NexBank	6/30/2021	7/1/2021	0.3500%	1	184,868	184,868	69	184,937	184,868	69	184,937
Total							905,556	905,556	(110,302)	795,255	905,556	(110,302)	795,255
EDC Fund													
EDC PMMKT	Money Market	114512	6/30/2021	7/1/2021	0.2700%	1	1,624,883	1,624,883	24,547	1,649,430	1,624,883	24,547	1,649,430
EDC PMMKT	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
EDC PMMKT	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	1,020,835	1,020,835	383	1,021,218	1,020,835	383	1,021,218
Total							2,645,718	2,645,717	24,930	2,670,648	2,645,717	24,930	2,670,648
Vehicle/Equipment Replacement Fund													
VERF	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	554,767	554,767	(7,685)	547,082	554,767	(7,685)	547,082
VERF	Money Market	BTH	6/30/2021	7/1/2021	0.0000%	1	0	0		0	0	0	0
VERF	Money Market	NexBank	6/30/2021	7/1/2021	0.4500%	1	426,451	426,451	160	426,611	426,451	160	426,611
Total							981,218	981,218	(7,525)	973,693	981,218	(7,525)	973,693
Municipal Development District													
Municipal Development District	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	588,865	588,865	34,538	623,403	588,865	34,538	623,403
Municipal Development District	Money Market	BTH	6/30/2021	7/1/2021	0.0131%	1	0	0		0	0	0	0
Municipal Development District	Money Market	NexBank	6/30/2021	7/1/2021	0.3500%	1	337,278	337,278	127	337,405	337,278	127	337,405
Total							926,143	926,144	34,665	960,808	926,144	34,665	960,808
PGBT													
PGBT	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	0	0	0	0	0	0	0
Total							0	0	0	0	0	0	0
TIRZ#2 Station													
TIRZ#2 Station	Money Market	114512	6/30/2021	7/1/2021	0.3500%	1	49,406	49,406	(278)	49,128	49,406	(278)	49,128
Total							49,406	49,406	(278)	49,128	49,406	(278)	49,128
Station O&M PID													
Station O&M PID	Money Market	114512	6/30/2021	7/1/2021	0.0131%	1	4,855	4,855		4,855	4,855	0	4,855
Total							4,855	4,855	0	4,855	4,855	0	4,855
							67,837,593	61,905,522	(647,368)	61,784,190	61,905,522	(121,333)	61,784,190

Summary of Portfolios by Security Type
06/30/21

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value Beginning of Month	Book Value Change	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Money Market Account	68.58%	1	0.3061%	44,804,669	44,804,669	-2,430,170	42,374,499	44,804,669	-2,430,170	42,374,499
TexPool	3.75%	1	0.0412%	3,014,085	3,014,085	-699,968	2,314,117	3,014,085	-699,968	2,314,117
CD's	27.67%	243	0.5761%	20,018,839	14,086,768	3,008,806	17,095,574	14,086,768	3,008,806	17,095,574
Total	100.00%			67,837,593	61,905,522	-121,333	61,784,190	61,905,522	-121,333	61,784,190

1Change = Investment activity including earnings,deposits and withdrawals.

Finance Department

TO: GINA NASH, CITY MANAGER
FROM: TERESA SAVAGE, FINANCE DIRECTOR
SUBJ: QUARTERLY BUDGET REPORT FOR 3RD QUARTER ENDING JUNE 30, 2021
DATE: SEPTEMBER 7, 2021
CC: MAYOR AND CITY COUNCIL

Attached is the 3rd Quarter Budget Report for the 2020-2021 fiscal year. The fiscal year for the City of Sachse is October 1st through September 30th. 75% of the fiscal year was complete as of the end of June 2021.

Overall, the City has received $41.3 million through the 3rd quarter, representing just under 100% of budgeted revenues.

CITY-WIDE REVENUES			
Fund	***Budget***	***YTD***	***% Collected***
General Fund	$20,651,362	$21,449,420	103.86%
Utility Fund	13,093,200	9,261,166	70.73%
Debt Service	5,040,703	5,099,470	101.17%
Special Revenue	80,500	677,914	842.13%
Impact Fee	555,000	3,198,149	576.24%
Street Maint. Tax	419,000	415,316	99.12%
Health Insurance	1,611,807	1,209,646	75.05%
Total	$41,451,572	$41,311,080	99.66%

Year-to-date expenditures totaled $31.2 million for the 3rd quarter, representing 79% of budgeted expenditures.

CITY-WIDE OPERATING EXPENDITURES			
Fund	***Budget***	***YTD***	***% Expended***
General Fund	$20,993,029	$16,120,482	76.79%
Utility Fund	11,344,098	8,046,332	70.93%
Debt Service	5,042,217	4,308,114	85.44%
Special Revenue	47,000	1,034,534	2201.14%
Impact Fee	550,000	651,642	118.48%
Street Maint. Tax	610,000	0	0.00%
Health Insurance	1,603,136	1,031,318	64.33%
Total	$40,189,480	$31,192,422	77.61%

Revenue

- Through June, total General Fund revenues were $21,449,420 or 104% of expected collections. Total revenues increased $829,974 compared to the same period last fiscal year.
- Sales tax revenues through June are 99% of expected collections, at $1,682,923 collected.
- Franchise fees are at $1,395,952 or 76% of budget; an increase from last year of $24,344.
- General Fund current ad valorem tax revenues are 101% collected at $13,574,773; a $800,663 increase over last fiscal year.
- Through June, collections for Licenses & Permits are a total of $1,435,673 or 231% of expected collections, primarily due to strong Building Permit collections.
- Fees and Service Charges year-to-date as of June are $1,769,897 or 193% of budget; an increase of $598,201 compared to the same period last fiscal year.
- Court fine revenues finished June at $165,386 or 66% of anticipated collections.
- Through June, Utility Fund revenues totaled $9,261,166 or 71% of budget.
- Revenues in the Special Revenue Fund include $613,648 in Cares Act funds.
- Impact Fee revenues have exceeded the year's budgeted amounts due to an increase in building permits; a portion of these revenues will be returned to The Station developer according to the terms of the development agreement.
- Sales tax revenue in the Street Maintenance Tax Fund is $415,316 or 99% of expected collections for the current fiscal year.

Expenditures

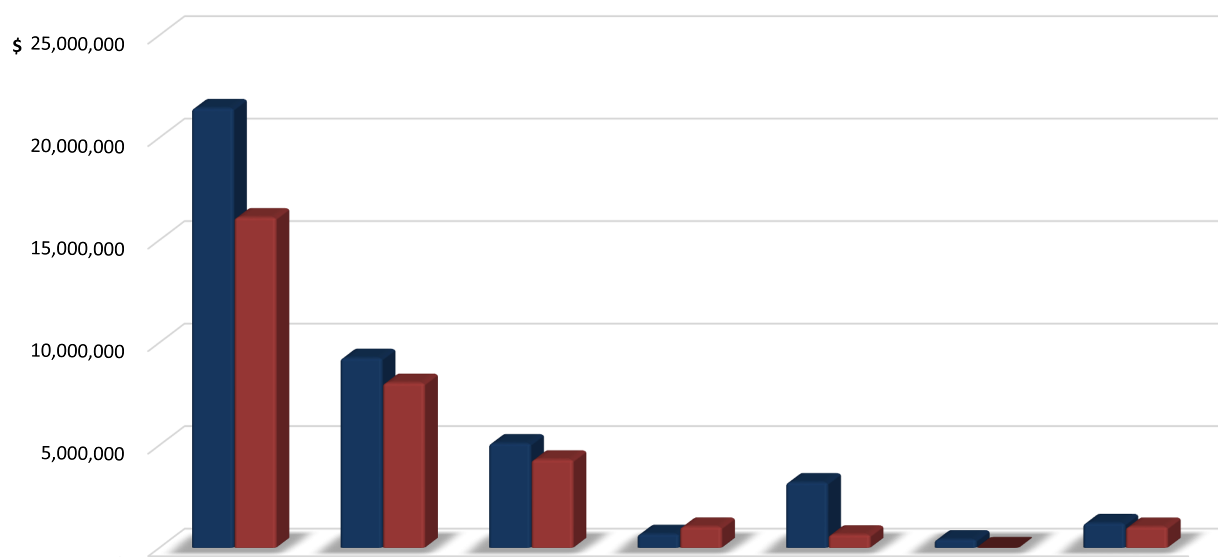
- Through June, total General Fund expenditures are $16,120,482 or 77% expended.
- Utility Fund expenditures are $8,046,332 or 71% of budget; an increase of $247,538 from the prior fiscal year.
- Capital Project expenditures total $6,328,581 year-to-date, made up of $986,988 from the Utility Fund and $5,341,593 in the Capital Projects Fund.

Component Units

- Sales tax revenue in the Municipal Development District Fund is $391,859 or 102% of budget, an increase of $48,812 over the previous fiscal year.
- Sachse Economic Development Corporation had expenditures totaling $419,146 or 49% of budget; a decrease of $122,071 from the prior year.

CITY OF SACHSE
REVENUE AND EXPENDITURE SUMMARY
AND CHANGES IN FUND BALANCE RESERVES
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

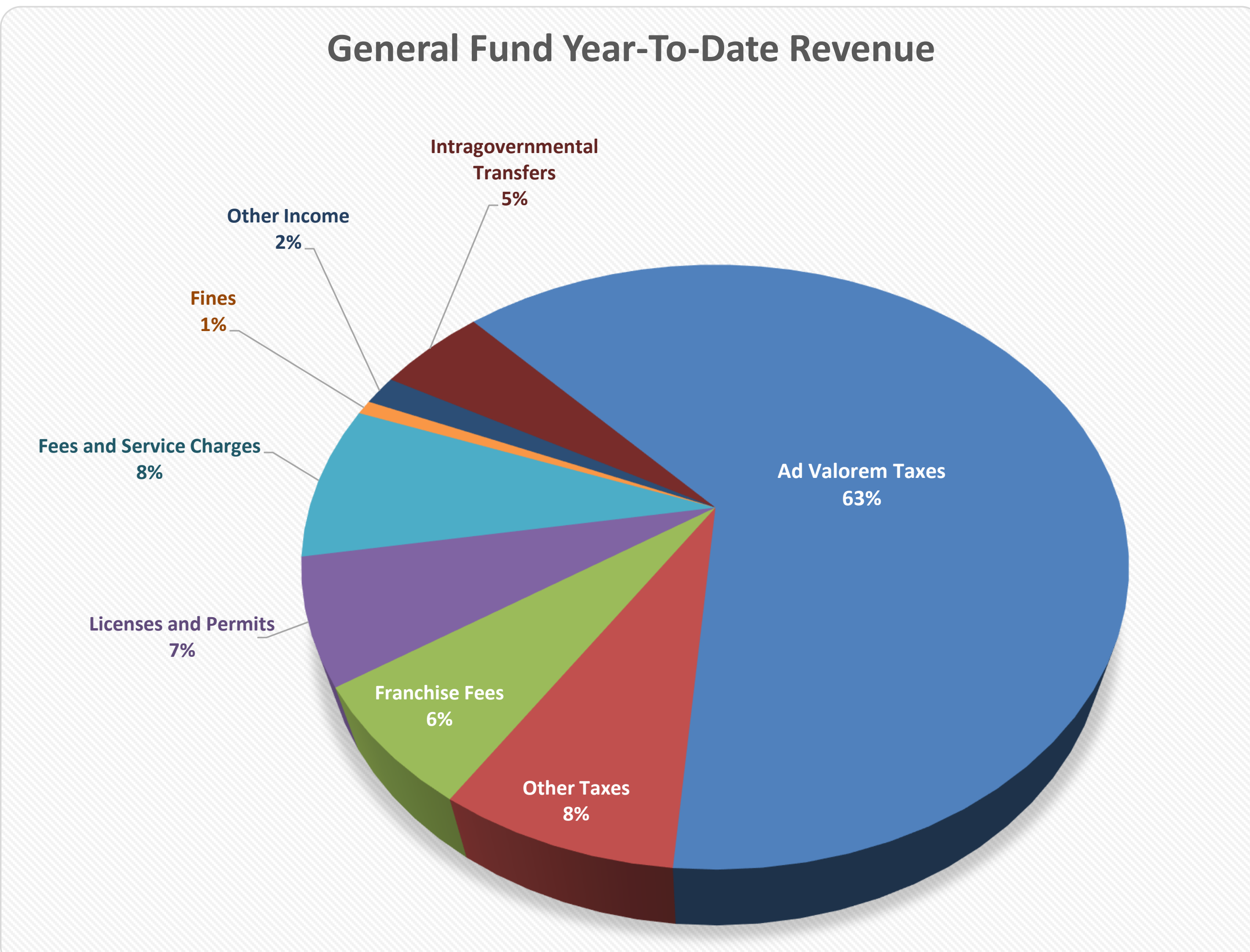
	General Fund	Utility Fund	Debt Service Fund	Special Revenue Fund	Impact Fee Fund	Street Maintenance Tax Fund	Health Insurance Fund	Total
Revenues								
Budget	$ 20,651,362	$ 13,093,200	$ 5,040,703	$ 80,500	$ 555,000	$ 419,000	$ 1,611,807	$ 41,451,572
YTD Actual	21,449,420	9,261,166	5,099,470	677,914	3,198,149	415,316	1,209,646	41,311,080
Budget Remaining	$ (798,058)	$ 3,832,034	$ (58,767)	$ (597,414)	$ (2,643,149)	$ 3,684	$ 402,161	$ 140,492
% of Budget	103.86%	70.73%	101.17%	842.13%	576.24%	99.12%	75.05%	99.66%
Expenditures								
Budget	$ 20,993,029	$ 11,344,098	$ 5,042,217	$ 47,000	$ 550,000	$ 610,000	$ 1,603,136	$ 40,189,480
YTD Actual	16,120,482	8,046,332	4,308,114	1,034,534	651,642	-	1,031,318	31,192,422
Budget Remaining	$ 4,872,548	$ 3,297,766	$ 734,103	$ (987,534)	$ (101,642)	$ 610,000	$ 571,818	$ 8,997,058
% of Budget	76.79%	70.93%	85.44%	2201.14%	118.48%	0.00%	64.33%	77.61%
Net Over/under	**$ 5,328,938**	**$ 1,214,833**	**$ 791,356**	**$ (356,620)**	**$ 2,546,507**	**$ 415,316**	**$ 178,327**	**$ 10,118,658**



	General Fund	Utility Fund	Debt Service	Special Revenue	Impact Fee	Street Maint. Tax	Health Insurance
Revenue	21,449,420	9,261,166	5,099,470	677,914	3,198,149	415,316	1,209,646
Expenditures	16,120,482	8,046,332	4,308,114	1,034,534	651,642	-	1,031,318

CITY OF SACHSE
GENERAL FUND REVENUES
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

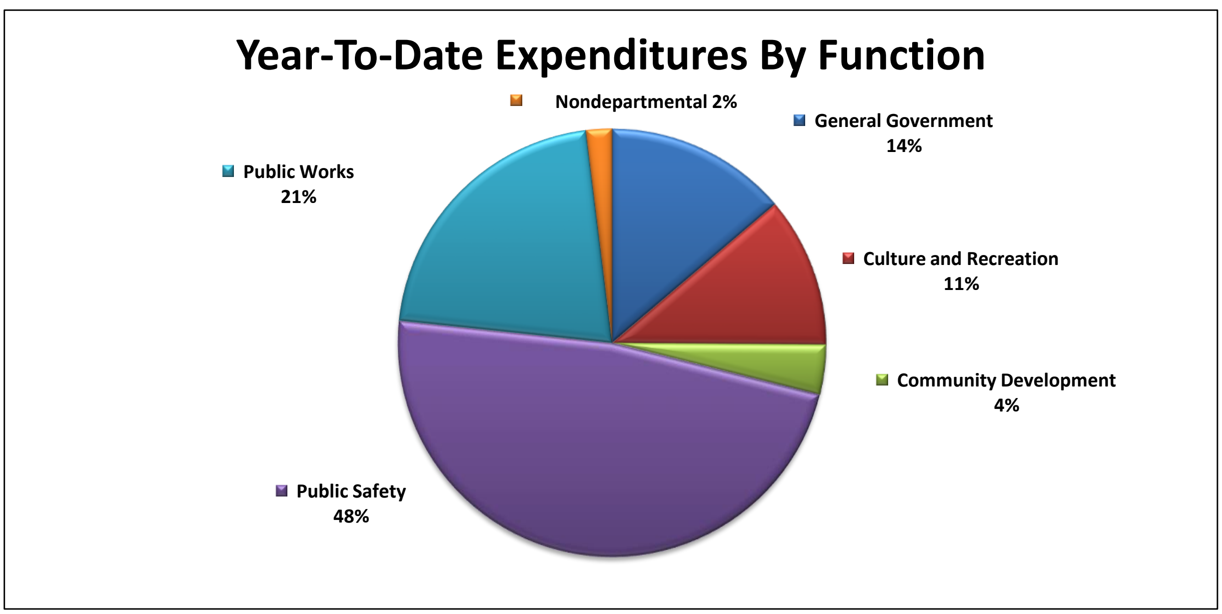
	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
Ad Valorem Taxes	$ 12,586,210	$ 12,774,110	$ 13,420,000	$ 13,574,773	$ (154,773)	101.15%
Other Taxes	1,633,000	1,491,471	1,700,000	1,682,923	17,077	99.00%
Franchise Fees	1,809,027	1,371,608	1,847,825	1,395,952	451,873	75.55%
Licenses and Permits	579,500	821,034	621,000	1,435,673	(814,673)	231.19%
Fees and Service Charges	833,000	1,171,696	916,500	1,769,897	(853,397)	193.11%
Fines	250,000	165,034	250,000	165,386	84,614	66.15%
Other Income	532,853	1,038,976	452,218	341,953	110,265	75.62%
Intragovernmental Transfers	1,363,897	1,785,517	1,443,819	1,082,863	360,956	75.00%
TOTAL REVENUES	**$ 19,587,487**	**$ 20,619,446**	**$ 20,651,362**	**$ 21,449,420**	**$ (798,058)**	**103.86%**



CITY OF SACHSE
GENERAL FUND EXPENDITURES
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

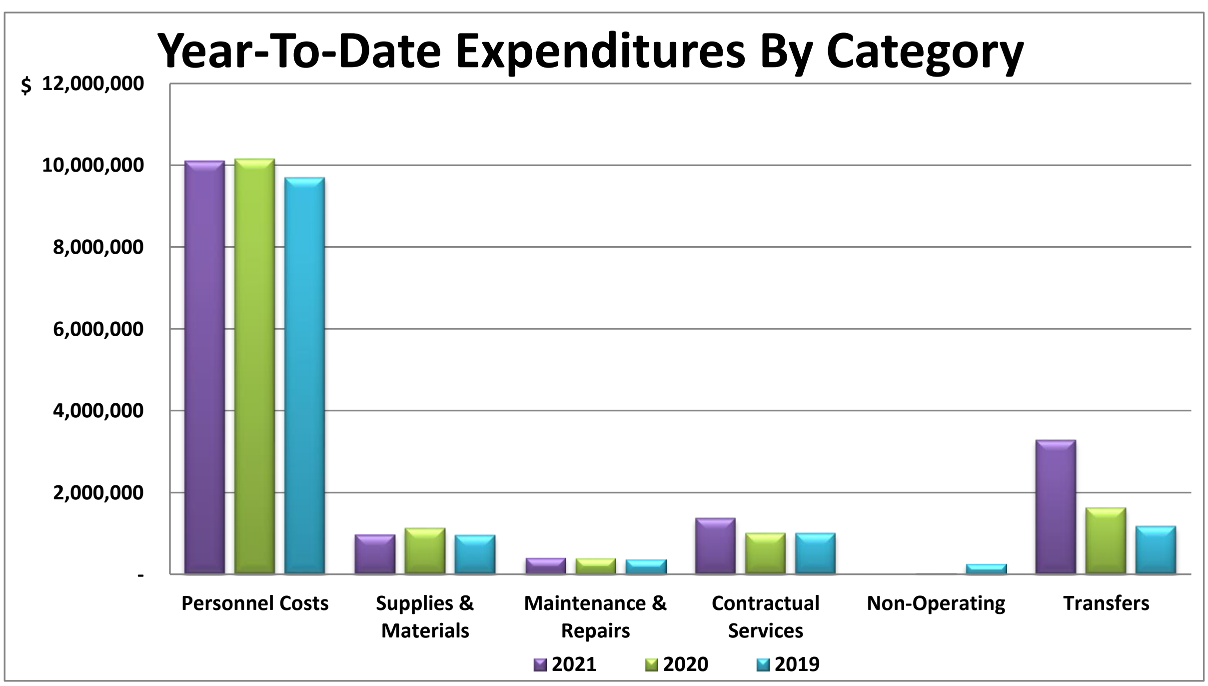
	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
General Government						
City Manager	$ 692,099	$ 504,103	$ 759,865	$ 473,990	$ 285,875	62.38%
City Secretary	232,702	184,207	209,339	139,742	69,598	66.75%
Human Resources	385,974	263,173	388,830	256,467	132,363	65.96%
Finance	566,677	418,064	717,569	613,723	103,846	85.53%
Municipal Court	242,307	149,600	241,740	147,324	94,416	60.94%
Information Technology	691,473	443,375	746,910	590,036	156,874	79.00%
	2,811,232	1,962,522	3,064,253	2,221,282	842,971	72.49%
Culture and Recreation						
Parks	1,009,139	676,870	1,010,900	1,182,835	(171,935)	117.01%
Senior Center Programs	165,778	123,131	146,645	79,089	67,556	53.93%
Library Services	520,532	352,580	515,646	333,362	182,285	64.65%
Recreation	323,578	209,134	386,106	234,650	151,456	60.77%
	2,019,027	1,361,715	2,059,298	1,829,935	229,362	88.86%
Public Safety						
Police	5,406,091	3,937,361	5,581,495	3,970,966	1,610,529	71.15%
Animal Services	226,067	164,627	240,865	137,771	103,094	57.20%
Fire and Ambulance	4,918,005	3,607,674	4,602,376	3,591,775	1,010,601	78.04%
	10,550,163	7,709,662	10,424,736	7,700,512	2,724,224	73.87%
Public Works						
Streets and Drainage	5,279,892	1,866,163	3,341,560	2,818,872	522,688	84.36%
Facilities Maintenance	618,276	399,484	562,072	382,784	179,288	68.10%
Engineering	348,000	185,729	368,244	245,381	122,863	66.64%
	6,246,168	2,451,375	4,271,876	3,447,037	824,838	80.69%
Development Services	721,743	489,733	750,215	607,256.55	142,958	80.94%
Non-Departmental	464,810	353,457	422,652	314,458	108,194	74.40%
TOTAL EXPENDITURES	**$ 22,813,143**	**$ 14,328,464**	**$ 20,993,029**	**$ 16,120,482**	**$ 4,872,548**	**76.79%**

Note - FY 2020 budget includes City Council-approved budgt amendment - Ordinance 3984 adopted on September 8, 2020.



CITY OF SACHSE
GENERAL FUND EXPENDITURES BY CATEGORY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

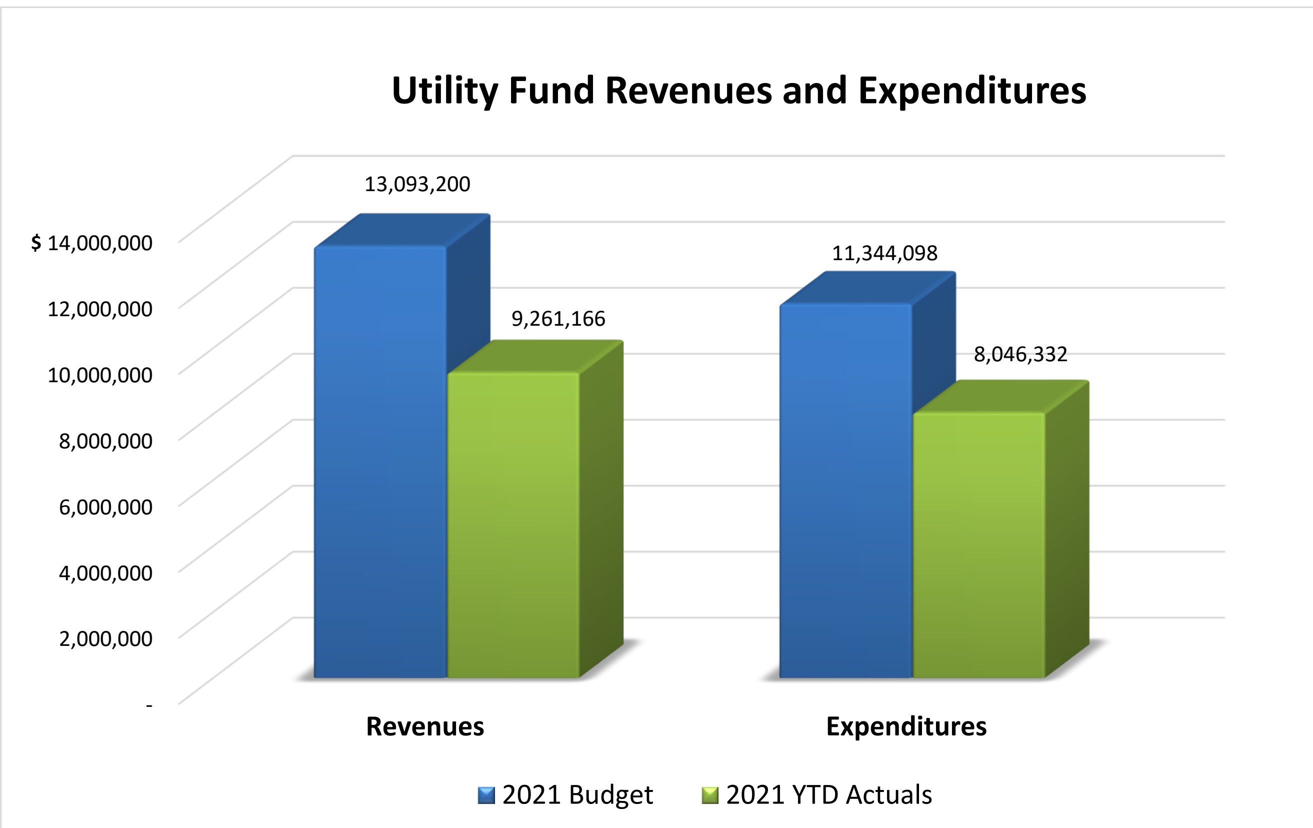
	FISCAL YEAR	BUDGET	YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
Personnel Costs	2021	$ 14,205,452	$ 10,103,149	$ 4,102,303	71.12%
	2020	13,937,731	10,147,379	3,790,352	72.81%
	2019	13,077,849	9,702,773	3,375,076	74.19%
Supplies and Materials	2021	1,674,683	964,513	710,170	57.59%
	2020	1,864,799	1,121,630	743,169	60.15%
	2019	1,510,861	952,150	558,711	63.02%
Maintenance and Repairs	2021	782,274	401,922	380,352	51.38%
	2020	716,222	397,294	318,928	55.47%
	2019	610,545	362,426	248,119	59.36%
Contractual Services	2021	1,788,412	1,367,228	421,183	76.45%
	2020	1,533,948	1,002,446	531,502	65.35%
	2019	1,553,950	1,002,429	551,521	64.51%
Non-Operating	2021	0	1,406	(1,406)	
	2020	112,603	34,320	78,283	30.48%
	2019	264,751	249,338	15,413	94.18%
Intragovernmental Transfers	2021	2,542,208	3,282,263	(740,055)	129.11%
	2020	4,647,840	1,625,395	3,022,445	34.97%
	2019	1,190,793	1,169,024	21,769	98.17%
TOTAL EXPENDITURES	2021	20,993,029	16,120,482	4,872,548	76.79%
	2020	22,813,143	14,328,464	8,484,679	62.81%
	2019	18,208,749	13,438,141	4,770,608	73.80%



CITY OF SACHSE
UTILITY FUND SUMMARY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

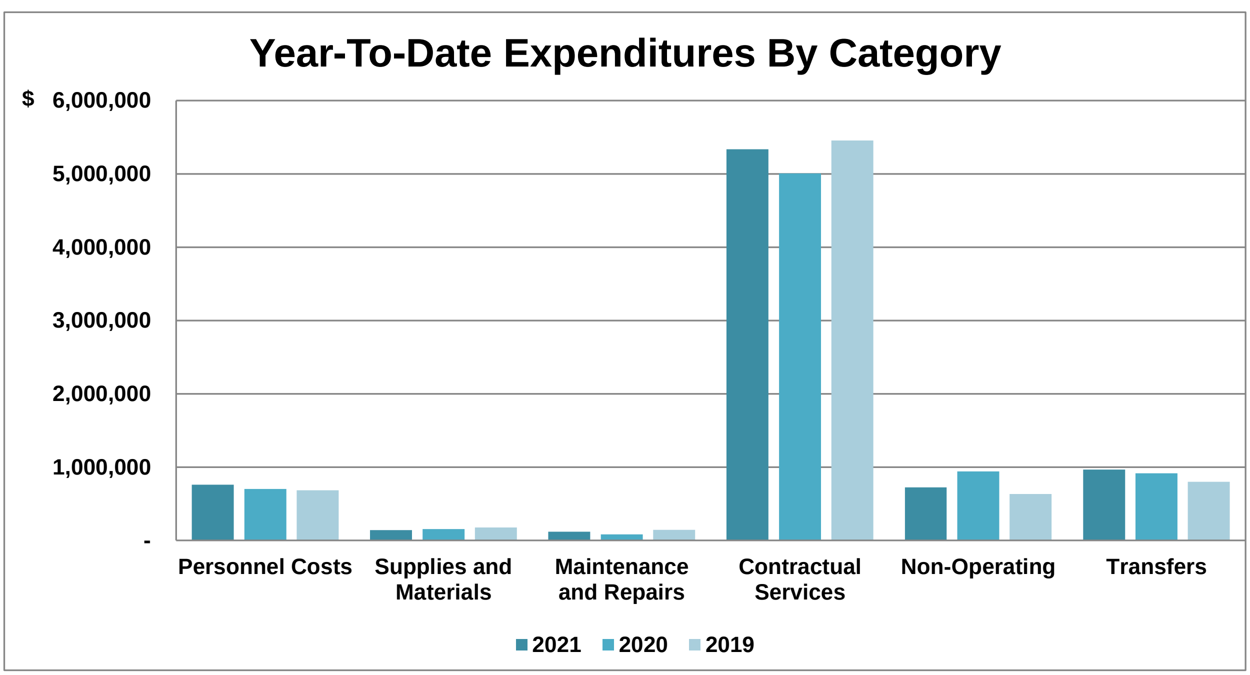
	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Water Revenue	$ 6,919,622	$ 4,913,342	$ 7,409,000	$ 4,717,968	$ 2,691,032	63.68%
Sewer Revenue	4,790,920	3,643,201	5,197,500	4,004,918	1,192,582	77.05%
Drainage Fee Revenue	210,000	157,866	210,000	157,459	52,541	74.98%
Fees and Service Charges	166,000	153,829	191,000	290,888	(99,888)	152.30%
Other Gov'ts & Sources	24,000	18,944	25,200	19,111	6,089	75.84%
Other Income	1,257,545	1,223,831	60,500	70,822	(10,322)	117.06%
TOTAL REVENUES	**$ 13,368,087**	**$ 10,111,013**	**$ 13,093,200**	**$ 9,261,166**	**$ 3,832,034**	**70.73%**
EXPENDITURES						
Utility Administration	$ 430,387	$ 311,410	$ 442,209	$ 313,068	$ 129,141	70.80%
Water Operations	6,136,399	4,552,866	6,503,625	4,689,820	1,813,805	72.11%
Sewer Operations	4,405,115	2,934,518	4,298,264	3,017,495	1,280,769	70.20%
Stormwater Drainage	100,000	-	100,000	25,950	74,050	25.95%
TOTAL EXPENDITURES	**$ 11,071,901**	**$ 7,798,794**	**$ 11,344,098**	**$ 8,046,332**	**$ 3,297,766**	**70.93%**

Note - FY 2020 budget includes City Council-approved budgt amendment - Ordinance 3984 adopted on September 8, 2020.



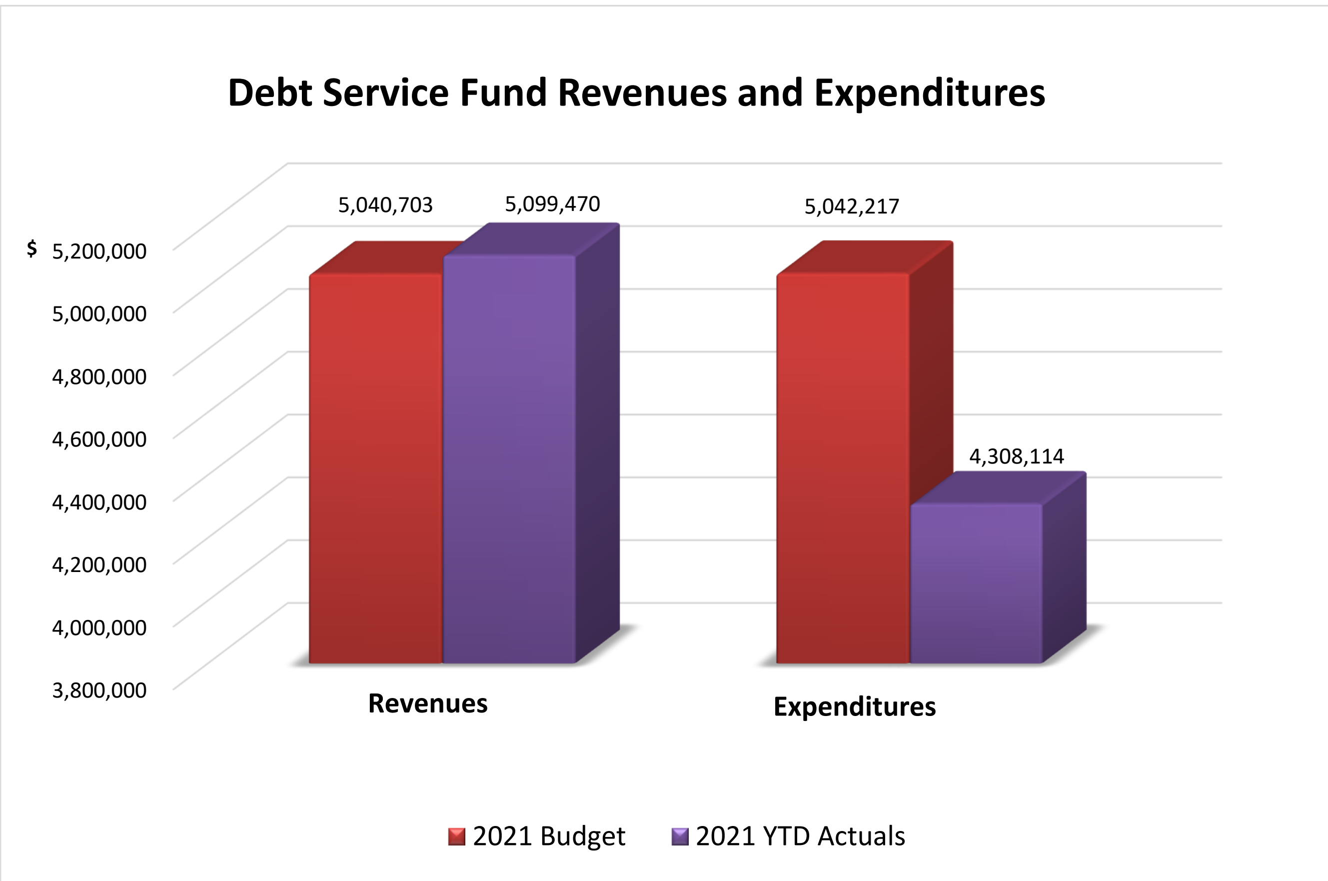
CITY OF SACHSE
UTILITY FUND EXPENDITURES BY CATEGORY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

	FISCAL YEAR	BUDGET	YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
Personnel Costs	2021	$ 1,066,900	$ 759,518	$ 307,382	71.19%
	2020	1,041,384	701,903	339,481	67.40%
	2019	865,344	682,998	182,346	78.93%
Supplies and Materials	2021	275,871	140,726	135,145	51.01%
	2020	273,567	153,805	119,762	56.22%
	2019	296,108	178,178	117,930	60.17%
Maintenance and Repairs	2021	271,000	118,329	152,671	43.66%
	2020	262,000	81,827	180,173	31.23%
	2019	411,000	142,461	268,539	34.66%
Contractual Services	2021	7,512,490	5,336,670	2,175,820	71.04%
	2020	7,170,427	5,007,697	2,162,731	69.84%
	2019	6,944,404	5,457,313	1,487,091	78.59%
Non-Operating	2021	928,328	723,958	204,370	77.99%
	2020	1,105,913	939,604	166,309	84.96%
	2019	1,195,713	632,760	562,953	52.92%
Intragovernmental	2021	1,289,509	967,131	322,378	75.00%
Transfers	2020	1,218,610	913,958	304,652	75.00%
	2019	1,068,530	801,398	267,132	75.00%
TOTAL EXPENDITURES	2021	11,344,098	8,046,332	3,297,766	70.93%
	2020	11,071,901	7,798,794	3,273,107	70.44%
	2019	10,781,099	7,895,109	2,885,990	73.23%



CITY OF SACHSE
DEBT SERVICE FUND SUMMARY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

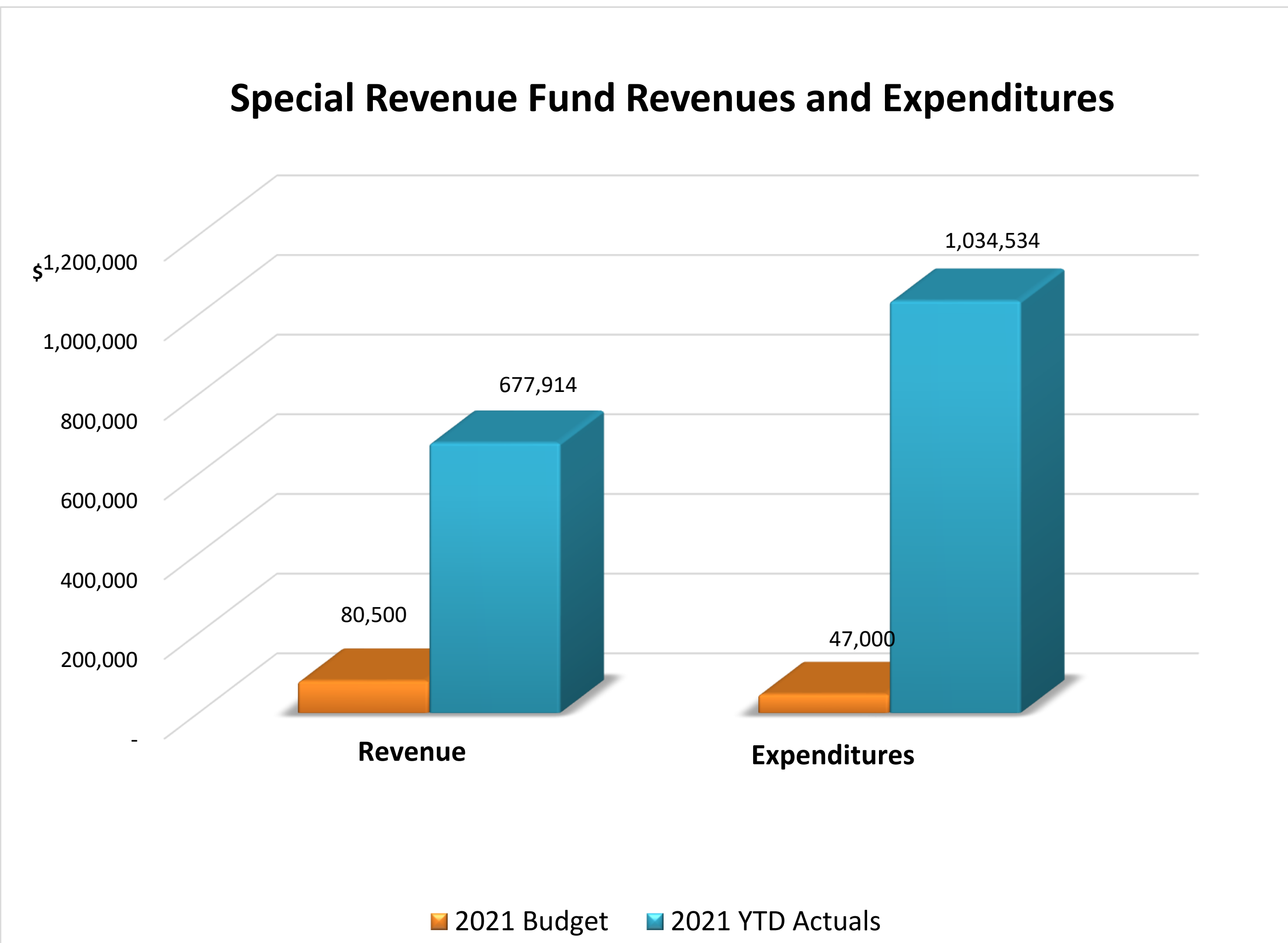
	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Ad Valorem Taxes	$ 4,713,027	$ 4,788,310	$ 5,035,703	$ 5,096,233	$ (60,530)	101.20%
Other Income	8,000	15,233	5,000	3,237	1,763	64.73%
TOTAL REVENUES	$ 4,721,027	$ 4,803,543	$ 5,040,703	$ 5,099,470	$ (58,767)	101.17%
EXPENDITURES						
Principal	$ 3,105,000	$ 3,420,000	$ 3,543,300	$ 3,655,000	$ (111,700)	103.15%
Interest	1,708,070	687,787	1,495,917	651,457	844,460	43.55%
Transfers Out	-	-	-	-	-	-
Paying Agent Fees	3,000	1,656	3,000	1,656	1,344	55.21%
Financing Costs	-	34,490	-	49,775	(49,775)	-
TOTAL EXPENDITURES	$ 4,816,070	$ 4,109,444	$ 5,042,217	$ 4,308,114	$ 734,103	85.44%



CITY OF SACHSE
SPECIAL REVENUE FUND SUMMARY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

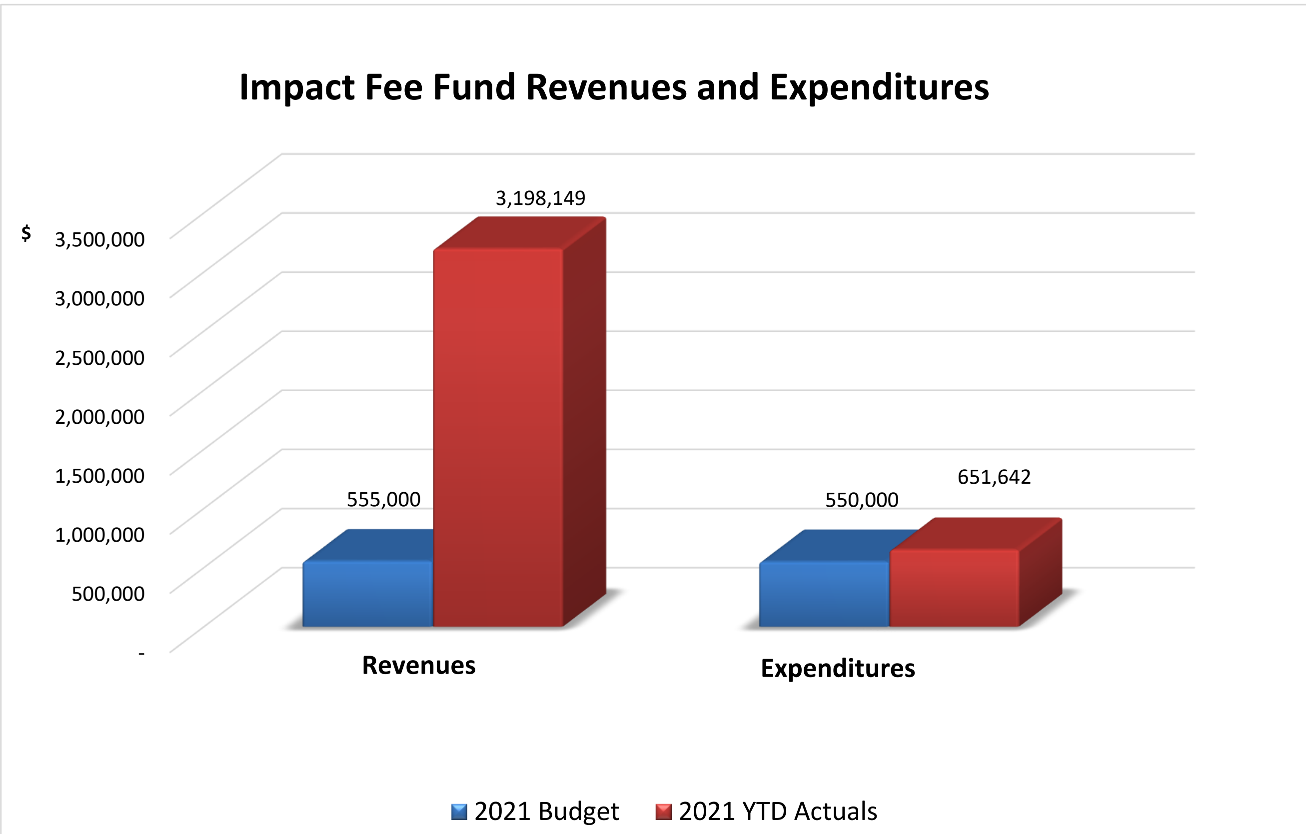
	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Fees	$ 76,500	$ 127,102	$ 76,500	$ 57,858	$ 18,642	75.63%
Other Income	1,000	8,372	1,000	5,659	(4,659)	565.93%
Grants and Donations	3,000	3,452	3,000	***614,397***	(611,397)	0.00%
TOTAL REVENUES	**$ 80,500**	**$ 138,926**	**$ 80,500**	**$ 677,914**	**$ (597,414)**	**842.13%**
EXPENDITURES						
City Manager	$ -	$ -	$ -	$ 21,423	$ (21,423)	-
Finance	-	-	-	-	-	-
Municipal Court	11,000	7,066	11,000	222	10,778	2.02%
Parks and Recreation	-	-	-	246,400	(246,400)	-
Senior Center Program	-	-		-	-	-
Library	-	-	-	-	-	-
Police	26,000	3,456	26,000	4,658	21,342	17.92%
Animal Services	10,000	55	10,000	-	10,000	0.00%
CARES Act	-	-	-	***761,831***	(761,831)	-
TAL EXPENDITURES	**$ 47,000**	**$ 10,577**	**$ 47,000**	**$ 1,034,534**	**$ (987,534)**	**2201.14%**

FY 2021 Year-to-Date includes unbudgeted CARES Act Revenue and Expenditures



CITY OF SACHSE
IMPACT FEE FUND SUMMARY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

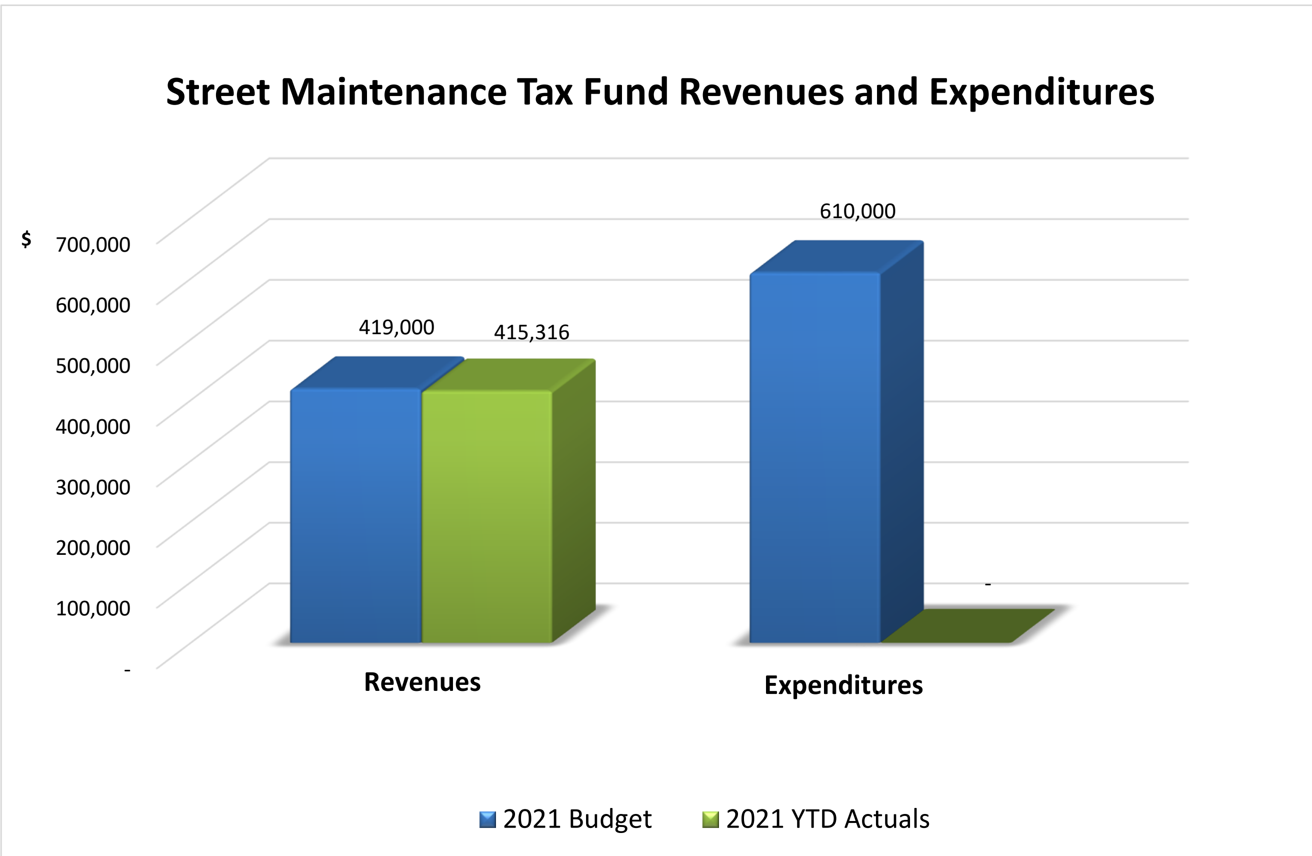
	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Total Impact Fees	$ 525,000	$ 2,292,891	$ 525,000	$ 3,191,284	$ (2,666,284)	607.86%
Other Income	25,000	30,403	30,000	6,865	23,135	22.88%
TOTAL REVENUES	**$ 550,000**	**$ 2,323,295**	**$ 555,000**	**$ 3,198,149**	**$ (2,643,149)**	**576.24%**
EXPENDITURES						
Development Agreements	$ -	$ 57,224	$ -	$ 186,262	$ (1,858)	-
Intergovermental	1,870,153	1,810,108	550,000	465,380	84,620	84.61%
TOTAL EXPENDITURES	**$ 1,870,153**	**$ 1,867,332**	**$ 550,000**	**$ 651,642**	**$ (101,642)**	**118.48%**



CITY OF SACHSE
STREET MAINTENANCE TAX FUND
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

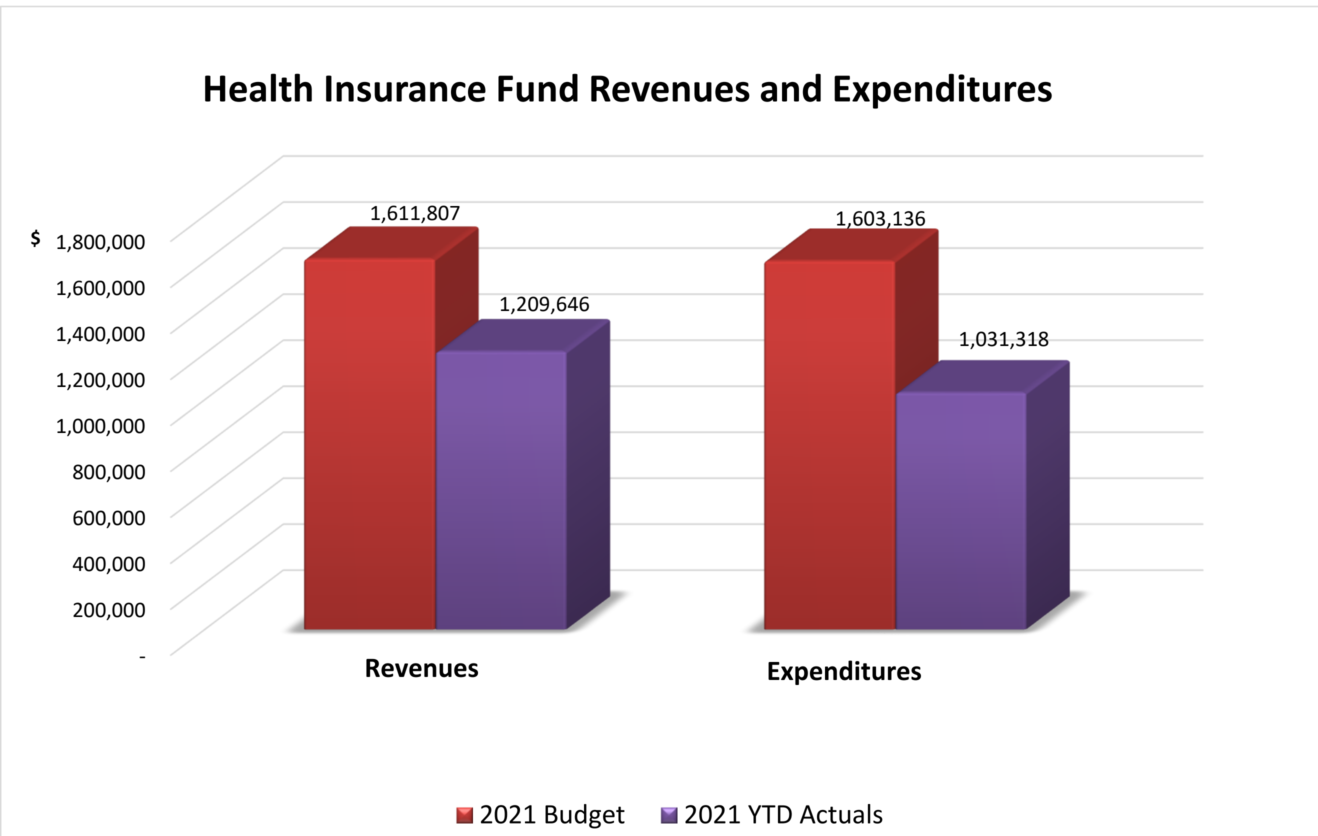
	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Sales Tax	$ 387,500	$ 366,681	$ 418,750	$ 414,511	$ 4,239	98.99%
Other Income	210,095	209,097	250	805	(555)	321.96%
TOTAL REVENUES	**$ 597,595**	**$ 575,778**	**$ 419,000**	**$ 415,316**	**$ 3,684**	**99.12%**
EXPENDITURES						
Street Maintenance	$ 630,300	$ 630,294	$ 610,000	$ -	$ 610,000	0.00%
TOTAL EXPENDITURES	**$ 630,300**	**$ 630,294**	**$ 610,000**	**$ -**	**$ 610,000**	**0.00%**

Note - FY 2020 budget includes City Council-approved budgt amendment - Ordinance 3984 adopted on September 8, 2020.



CITY OF SACHSE
HEALTH INSURANCE FUND SUMMARY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Other Income	$ 1,000	$ 490	$ 500	$ 1,165	$ (665)	233.04%
Transfers In - General Fund	1,522,566	1,141,924	1,483,923	1,112,942	370,981	75.00%
Transfers In - Utility Fund	118,867	89,150	127,384	95,538	31,846	75.00%
TOTAL REVENUES	**$ 1,642,433**	**$ 1,231,565**	**$ 1,611,807**	**$ 1,209,646**	**$ 402,161**	**75.05%**
EXPENDITURES						
Health Insurance	$ 1,427,000	$ 960,072	$ 1,398,490	$ 886,576	$ 511,914	63.40%
Dental Insurance	52,500	36,132	57,075	35,217	21,858	61.70%
H.R.A. Deductible Reimb.	76,000	24,602	76,000	55,414	20,586	72.91%
H.S.A. Contribution	42,500	37,214	44,583	38,583	6,000	86.54%
Life and LTD Insurance	26,280	10,621	26,988	15,528	11,460	57.54%
TOTAL EXPENDITURES	**$ 1,624,280**	**$ 1,068,641**	**$ 1,603,136**	**$ 1,031,318**	**$ 571,818**	**64.33%**



CITY OF SACHSE
CAPITAL PROJECT FUND SUMMARY*
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

	PRIOR YEAR EXPENDITURES	FY 2021 YEAR-TO-DATE	PROJECT-TO-DATE
Merritt Rd Realignment	$ 1,329,332	$ 434,324	$ 1,763,656
Signal Improvements	42,300	11,843	54,143
PMB-The Station	593,461	2,704,640	3,298,101
Sachse Road Widening	2,133,118	1,621,510	3,754,628
Sachse Road Overlay	-	501,717	501,717
Impact Fee Update	-	15,027	15,027
Fire Station 2 Repairs	26,435	52,532	78,967
	$ 4,124,646	$ 5,341,593	$ 9,466,239

*Includes projects funded by 2006 Bond, Roadway Impact Fees, Community Development Block Grant, Unobligated Capital Project Funds, 2017A Certificates of Obligation, and 2019/2020 Tax Notes.

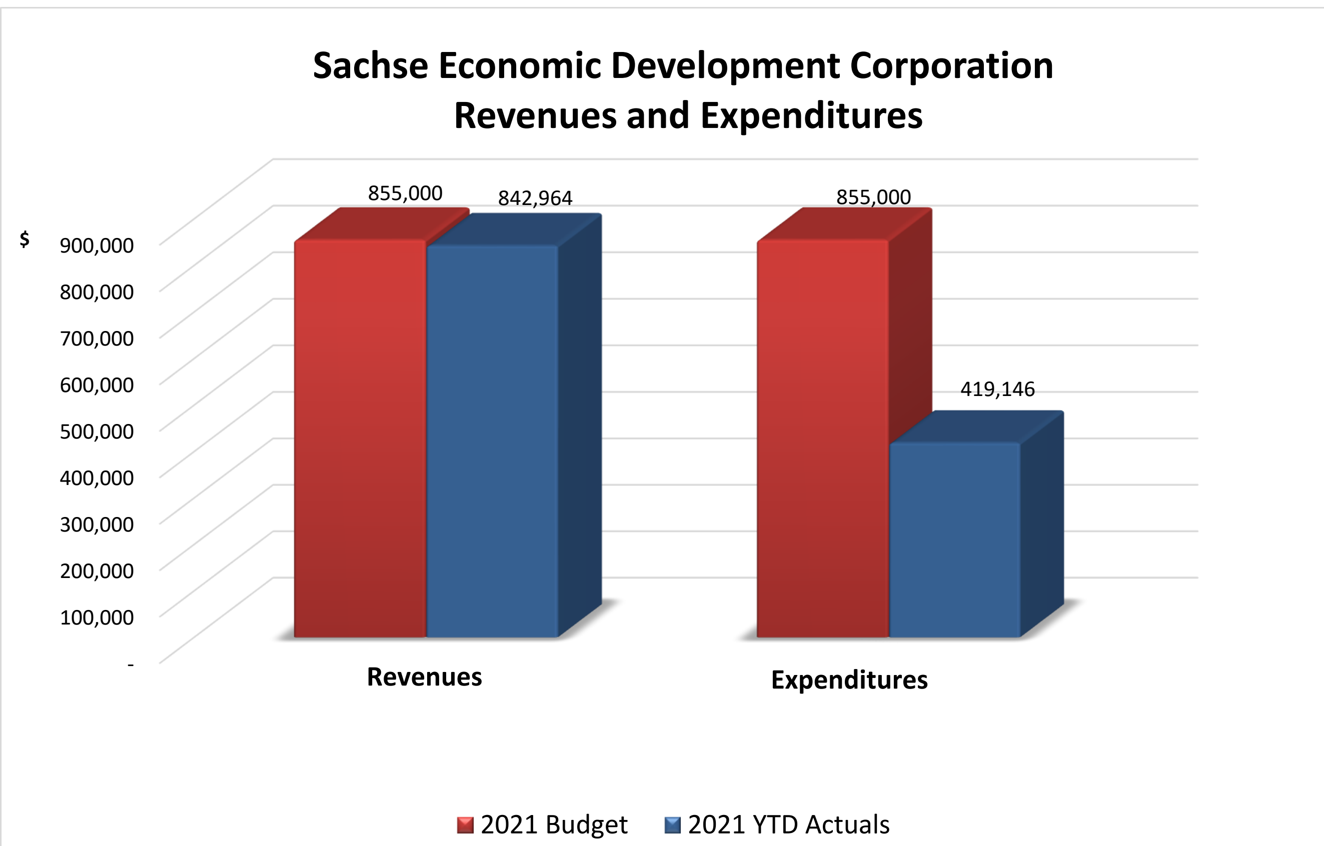
CITY OF SACHSE
UTILITY FUND CAPITAL PROJECTS SUMMARY*
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

	PRIOR YEAR EXPENDITURES	FY 2021 YEAR-TO-DATE	PROJECT-TO-DATE
Murphy Road Water Line Relocation	$ 27,676	$ -	$ 27,676
Maxwell Creek Water Line Extension	20,689	-	20,689
Muddy Creek Trail	9,500	-	9,500
Elevated Storage Tank	2,861,716	42,054	2,903,770
PGBT Sanitary Sewer (Line C)	43,796	-	43,796
8-inch Water Line Williford, Bailey to Hwy 78	30,445	-	30,445
8-inch Water Line Sachse St and 2nd St	47,100	-	47,100
Maxwell Creek Pump Station	104,671	68,160	172,831
8-inch Water Line 3rd St, Hwy 78 to Ingram	16,131	-	16,131
8-inch Water Line Cartwright, 3rd St to Big Valley	11,457	-	11,457
Pleasant Valley Water Line Design	28,460	-	28,460
Southeast Sewer Expansion	10,596,772	111,616	10,708,388
Anthony Lane Sewer Rehab	65,085	-	65,085
The Station Master Water Line	-	373,376	373,376
The Station Master Sewer Lines	-	391,783	391,783
	$ 13,863,498	**$ 986,988**	**$ 14,850,485**

*Includes projects funded by Utility Fund revenues, Water and Sewer Impact Fees, and 2017 Certificates of Obligation.

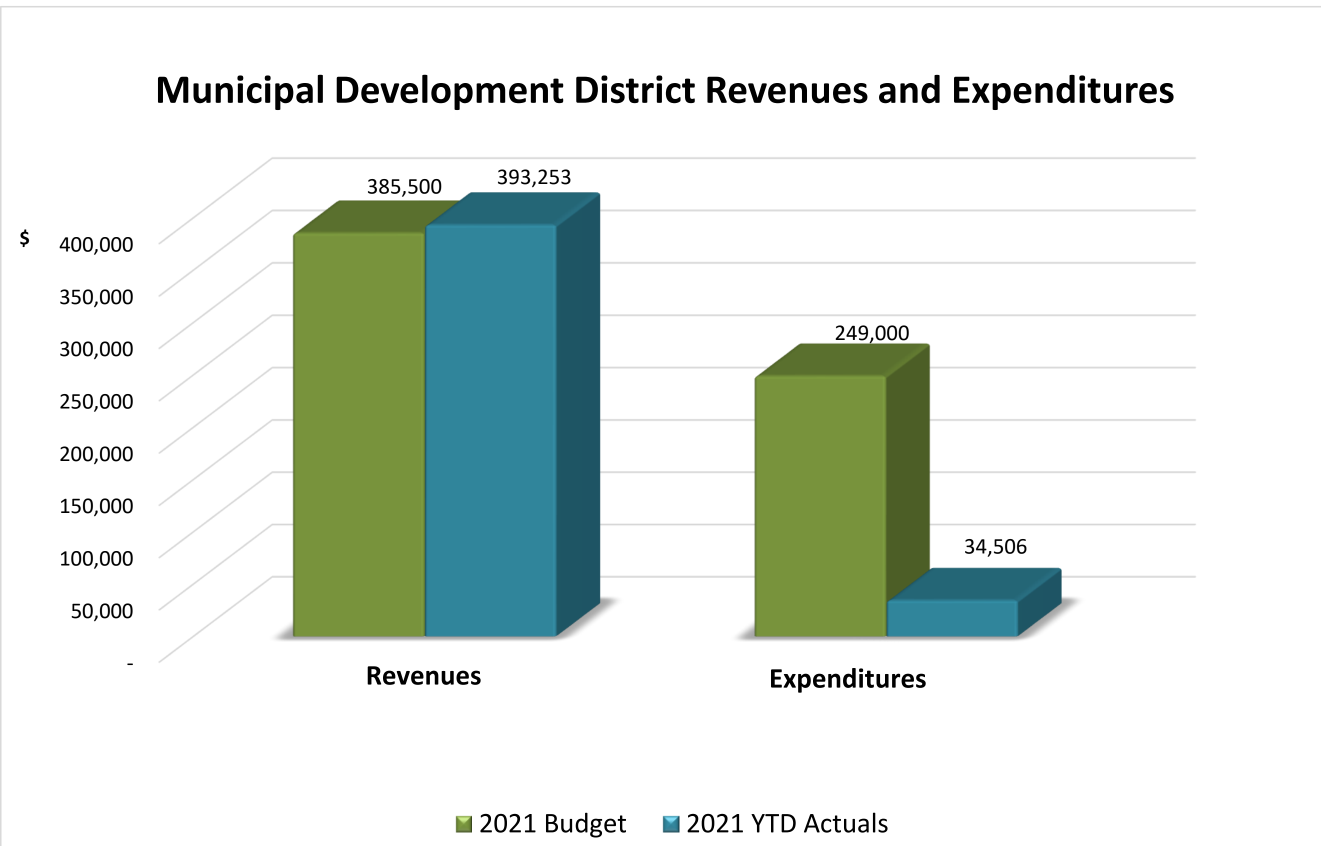
CITY OF SACHSE
SACHSE ECONOMIC DEVELOPMENT CORPORATION SUMMARY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Sales Tax	$ 775,000	$ 733,105	$ 837,500	$ 828,732	$ 8,768	98.95%
Other Income	16,500	14,553	17,500	14,232	3,268	81.33%
TOTAL REVENUES	**$ 791,500**	**$ 747,658**	**$ 855,000**	**$ 842,964**	**$ 12,036**	**98.59%**
EXPENDITURES						
Personnel	$ 260,204	$ 144,182	$ 261,464	$ 160,387	$ 101,077	61.34%
Supplies and Materials	30,164	27,637	33,700	8,103	25,597	24.04%
Maintenance and Repairs	500	111	500	42	458	8.42%
Contractual Services	188,000	229,496	173,000	91,945	81,055	53.15%
Business Grant Program	184,194	30,826	232,026	42,936	189,090	18.50%
Operating Transfer Out - GF	145,287	108,965	154,310	115,733	38,577	75.00%
TOTAL EXPENDITURES	**$ 808,349**	**$ 541,217**	**$ 855,000**	**$ 419,146**	**$ 435,854**	**49.02%**



CITY OF SACHSE
MUNICIPAL DEVELOPMENT DISTRICT SUMMARY
QUARTER ENDED 6/30/2021 - 75% OF YEAR COMPLETE (UNAUDITED)

	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	FY 2021 BUDGET	FY 2021 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Sales Tax	$ 355,000	$ 343,047	$ 385,000	$ 391,859	$ (6,859)	101.78%
Interest Income	1,000	173	500	1,394	(894)	278.76%
TOTAL REVENUES	**$ 356,000**	**$ 343,220**	**$ 385,500**	**$ 393,253**	**$ (7,753)**	**102.01%**
EXPENDITURES						
Park Repairs and Maintenance	$ -	$ -	$ -	$ -	$ -	-
Professional Services	-	-	249,000	34,506	214,494	13.86%
Park Improvements	-	-	-	-	-	-
Building Renovations	80,000	49,715	-	-	-	-
TOTAL EXPENDITURES	**$ 80,000**	**$ 49,715**	**$ 249,000**	**$ 34,506**	**$ 214,494**	**13.86%**



Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	E. 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. Approve an amendment to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Sachse.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content

BACKGROUND
The City of Sachse has participated in the Household Hazardous Waste Interlocal Agreement with Dallas County since FY 2002-2003. The Interlocal Agreement allows Sachse residents to drop-off household hazardous waste materials at the Dallas County Home Chemical Collection Center facility, located at 11234 Plano Road in Dallas. Residents can drop-off household hazardous materials at this site, free of charge, by showing proof of Sachse residency.

The Interlocal Agreement permits four additional one-year renewals for a five-year total contract term authorized by Dallas County Court Order 2017-0979 and a continuation authorized by Court Order 2021-0665. The City Council to date has approved three amendments to the agreement. The first amendment in October 2018, the second amendment in October 2019, and the third amendment in September 2020.

OVERVIEW
This fourth amendment will provide for a new term from October 1, 2021, through September 30, 2022, and has no major changes. This service is also offered in addition to the two X-Treme Green events, which include household hazardous waste collection, held each year.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Approve an amendment to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Sachse.

Court Order 2021-0665_Authorize Interlocal Agreements for the Continuation of the HHW Program.pdf (16 KB)

Dallas County Household Hazardous Waste ILA - Fourth Amendment 2021-2022.pdf (427 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.

COURT ORDER 2021-0665

Authorize Interlocal Agreements for the Continuation of the Household Hazardous Waste Program

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner John Wiley Price, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: July 6, 2021
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby
Approve the continuation of the Household Hazardous Waste program, its FY2022 interlocal agreement with participating cities, and its proposed FY2022 budget of $1,938,475 (of which $140,000 consists of carryover from prior years for contract labor, capital expenses, and other operational expenses).

It is further resolved and ordered that the County Judge is authorized to sign the aforementioned FY2022 interlocal agreements on behalf of the County.

Done in open Court July 6, 2021 by the following vote:

IN FAVOR:	County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia
OPPOSED:	None
ABSTAINED:	None
ABSENT:	None

Recommended by: Christopher Hooper
Originating Department: Consolidated Services

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AMENDMENT NO. 4
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The “Agreement”)
BETWEEN
DALLAS COUNTY
AND
CITY OF SACHSE
(The“City”)
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

WHEREAS, on, July 6, 2021, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement (“Agreement”) that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2017-0979; and

WHEREAS, the proposed Amendment No. 4, along with the attachment C2022, will serve to continue the Household Hazardous Waste Program through fiscal year 2022, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 4 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

NOW THEREFORE, by execution of this Amendment No. 4, the Agreement is amended hereby with respect to the items and features described in the Articles below.

I.
PURPOSE

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

II.
AMENDED PROVISIONS

A. The new term of the Agreement shall be October 1, 2021, through September 30, 2022.

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

1. "A sum not to exceed $26,000.00 for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the City during the period from October 1, 2021 through September 30, 2022. This figure is based on the program's annual budget contained in **Exhibit C2022** which is incorporated herein for all purposes.
   a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
   b. Operational and capital costs shall be paid quarterly in advance.
   c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation, but will become immediately due and payable in full."

C. Exhibit C2021 of the Agreement entitled *FY2021 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2022 entitled *FY2022 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and **City of Sachse,** a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 4 to the Agreement.

EXECUTED THIS the 7th day of September, 2021.

DALLAS COUNTY:

BY: Clay Lewis Jenkins
County Judge

APPROVED AS TO FORM:*
John Cruezot
District Attorney

BY: **Lacey B. Lucas**

CITY OF SACHSE:

BY: Mike J. Felix, Mayor

ATTESTED TO:

BY: ____________________
Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

BY: ____________________
Joseph J. Gorfida, Jr., Attorney

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Exhibit C2022

FY2022 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY2022 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 24, 2021, and replaces the language contained in Exhibit C2018 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2017-0979.

- Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.
- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.
- Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***
- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the Agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed $5,000. Budget adjustments in excess of $5,000 must be approved by the HHW Network.

BUDGET SECTION	**CITY FUNDING**
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	$ 532,550
Operating Costs	$ 209,925
Capital Expense	$ 93,000
Sub-Total	$ 835,475
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	$ 1,103,000
TOTAL PROGRAM BUDGET	**$1,938,475**

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	E. 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. Approve renewing the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.
Goals	Meet the public safety needs of a growing citizen, student, and business population. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

Since 2011, the City partnered with the City of Garland Health Department through an Interlocal Agreement with a two-year renewal option to provide services to the City. The agreement was renewed and extended for an additional two years in 2013, 2015, 2017, and 2019. It should be noted that this agreement does not suggest that the contract and relationship be altered with DCHHS for the food establishments, childcare centers, vector control, and the continuation to regulate on-site sewage facilities. This agreement would complement those services already in place with DCHHS. The City of Sachse continues to use Dallas County Health and Human Services (DCHHS) to provide all environmental health services for food establishments, childcare centers, vector control, as well as regulating on-site sewage facilities in the City of Sachse. This also includes assistance with communicable disease investigations and control for all vaccine preventable disease.

OVERVIEW

The purpose of this Professional Services Agreement is to renew the agreement with the City of Garland and the City of Sachse for Garland Health Department to be our Local Health Authority for the City of Sachse. The Garland Health Department would provide communicable disease investigations and control for all vaccine preventable disease and enteric illnesses identified within the City of Sachse for its citizens. The City of Garland Health Department will make available to the citizens of Sachse all immunizations and well child services offered to the residents of Garland at the same fees as required of Garland residents. This includes providing notifications of all occurrences of foodborne illness outbreaks, reportable communicable diseases as they pertain to food service establishments and childcare centers, and all cases of mosquito-borne illnesses that occur in the City of Sachse, to DCHHS Environmental Health Divisions.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve renewing the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse.

City of Garland Professional Services Renewal Agreement 2021.pdf (159 KB)

Exhibit A - Fee Schedule Garland PSA.pdf (235 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.

STATE OF TEXAS §
§ **PROFESSIONAL SERVICES AGREEMENT**

COUNTY OF DALLAS §

This Amendment **("AMENDMENT")** is made to the Professional Services Agreement **("AGREEMENT")** entered into by and between the City of Sachse, Texas **("CITY")** and The City of Garland, Texas **("Garland")** acting by and through their authorized representatives.

RECITALS:

WHEREAS, the **CITY of Sachse** and the City of **Garland** entered into a Professional Services Agreement on or about the 1st day of October 2021, for the purposes of **Garland** providing Public Health Services **(PHS)** for Sachse citizens; and

WHEREAS, the **AGREEMENT** provides for the City of Garland Health Department to provide Immunizations and Communicable Disease Investigation Services for Sachse. The fee for these services is $1,200.00 payable to the City of Garland by quarterly payments per year. Additionally the City of Sachse agrees to appoint Dr. Timothy Lambert M.D., as Sachse's Health Authority and Dr. Norman Clothier as Sachse's Health Authority Designee until contract termination or expiration. Sachse residents are responsible for co-pays attached in "Exhibit A" upon delivery of services. The services shall be provided at locations deemed by the City of Garland.

WHEREAS, the AGREEMENT is scheduled to terminate on September 30, 2023 unless renewed by both parties.

NOW, THEREFORE, the Parties hereby agree as follows: Nothing in this agreement shall be construed to restrict the authority of the **CITY** over its health or environmental programs or limit the operations or services of these programs.

ASSURANCES

The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

The City of Garland agrees that upon request that books and records pertaining to Sachse citizens' services will be available. Both parties agree to all applicable confidentiality provisions as mandated by federal and state law.

TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon (30) calendar days prior written notice to the other party.

B. With Cause: Either party may terminate the Agreement immediately, in whole or part, at its sole discretion, by written notice to the other party for the following reasons:

1. Lack of or reduction in funding or payment;
2. Non-performance of services;

EXECUTED this __________ day of ___________________, 2021

CITY OF SACHSE, TEXAS

By: ______________________________________
Gina Nash, City Manager

ATTEST:

By: __________________________________
Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

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

EXECUTED this __________________ day of _______________, 2021

CITY OF GARLAND, TEXAS

By: ____
Bryan Bradford, City Manager

ATTEST:

By: ____
Rene Dowl, City Secretary

APPROVED AS TO FORM:

By: _______________________________________
Brian England, City Attorney

GARLAND
PUBLIC HEALTH

FEE SCHEDULE

CHILDREN	VFC-eligible children (One vaccine dose)	$14.00/per child
	VFC-eligible children (Two vaccine doses)	$25.00/per child
	VFC-eligible children (Multiple doses)	$30.00/per child
ADULTS	ASN-eligible Adults	$25.00 $10.00/ea added dose
PRIVATE PAY	TB Tests	$35.00
	Tdap	$70.00
	Hepatitis A (2 doses, 6 months apart)	$85.00/per dose
	Hepatitis B (Series of 3)	$100.00/per dose
	Hepatitis B (Series of 2)	$150.00/per dose
	Twinrix (HepA/HepB combination series of 3)	$150.00/per dose
	Varicella (Chickenpox)	$170.00
	HIB	$50.00/per dose
	Rotavirus	$125.00/per dose
	Human Papillomavirus (HPV)	$275.00/per dose
	Meningitis Vaccine	$160.00
	Meningitis Group B	$180.00/per dose
	Dtap Polio Hep B (Pediarix)	$100.00
	MMR	$105.00
	PCV13 (Prevnar)	$250.00
	Shingrix (series of 2)	$190.00/per dose
	Pneumococcal (PPSV23)	$135.00
	Polio	$60.00
	Rabies	$375.00/per dose
	Typhoid	$150.00
	Cholera	$275.00
	ProQuad (MMRV)	$250.00

- Medicaid accepted for Immunizations (under 18yrs) with Medicaid ID (nofee)
- GPH does not deny immunization services to clients that qualify for VFC/ASN based on the inability to pay
- Prices subject to change without notice.

7-13-2021

FLU VACCINES

FLU VACCINE:	Flu – ASN eligible adults	$10.00
	Flu – VFC eligible children	$14.00
	Flu – Quadrivalent	$35.00
	Flu – High Dose	$70.00

PEDIATRIC

HIB	$50.00
DTaP	$50.00
DTaP, Polio	$80.00
DTaP, Hep B, Polio	$100.00
Hep A Pediatric	$65.00
Hep B Pediatric	$45.00
Rotavirus	$125.00

TITER FEE SCHEDULE

MMR (IGG) PANEL	$165		
TB – Quantiferon	$90		
MEASLES AB IGG, EIA	$55		
RUBELLA IGG, EIA	$55		
MUMPS VIRUS IGG, EIA	$55		
HEP B SURFACE AB QN	$55	HEP B SURFACE ANTIGEN	$30
VZN (VARICELLA) IGG	$60		
RABIES	$130		

OTHER SERVICES

COPY OF VACCINE RECORD	$8
TRANSFER/TRANSLATE VACCINE RECORD	$25

- Medicaid accepted for Immunizations (under 18yrs) with Medicaid ID (nofee)
- GPH does not deny immunization services to clients that qualify for VFC/ASN based on the inability topay
- Prices subject to change without notice.

7-13-2021

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	E. 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. Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.
Goals	Meet the public safety needs of a growing citizen, student, and business population. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

This Interlocal Agreement is renewed on an annual basis and requires City Council approval. As indicated in the Agreement, Dallas County will perform a minimum of two inspections for each food establishment and any additional follow-up inspections. The City will collect and submit to Dallas County a minimum of $150 from each food establishment and $75 for each additional follow-up inspection. Additionally, the Agreement also addresses the environmental health services associated with vector and/or mosquito control through ground applications. This agreement is effective October 1, 2021, through September 30, 2022.

OVERVIEW

This Agreement includes Food Establishment Inspections and Environmental Health Services. Both are described below:

- **Food Establishment Inspections:** The City of Sachse simply acts as a collection agent for fees associated food establishment inspections. The food establishment pays the fee directly to the City of Sachse and the City then remits the money to Dallas County on an annual basis.
- **Environmental Health Services:** Environmental Health Services addresses Vector and/or Mosquito Control. These services only include ground application services upon written request by the City of Sachse to Dallas County. Ground application services are limited to ground spraying of pesticides by County vehicles ("adulticiding") and application of larvacide to standing water.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.

Dallas County Interlocal Food Establishment Agreement 2021-2022.pdf (186 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.

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT FOR FOOD**
	§	**ESTABLISHMENT INSPECTION AND**
	§	**ENVIRONMENTAL HEALTH SERVICES BETWEEN**
	§	**DALLAS COUNTY, ON BEHALF OF DALLAS**
	§	**COUNTY HEALTH AND HUMAN SERVICES, AND**
COUNTY OF DALLAS	§	**CITY OF SACHSE**

SECTION 1: PARTIES

This Interlocal Agreement ("Agreement") is made by and between the City of Sachse, Texas ("City"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively "County" or "DCHHS"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as "Party", or collectively, as the "Parties".

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2022 unless otherwise stated in this Agreement. ("Term")

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;

B. Additional follow-up inspections will be performed as deemed necessary by the County;

C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;

D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;

E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

A. The City will collect and submit to the County a fee of One Hundred Fifty and 00/100 Dollars ($150.00) per a Term for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a Seventy Five and 00/100 Dollars ($75.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect Seventy Five and 00/100 Dollars ($75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes (“adulticiding”), and treating standing water with larvicide (“larvaciding”).

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

1) Indicate the areas and amount of acres to be sprayed; and

2) Pay the City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the “Texas Public Information Act”.

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

1) Lack of, or reduction in, funding or resources;

2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;

3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;

4) The City's improper, misuse or inept use of funds or resources; and/or

5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

SECTION 9: INDEMNIFICATION

A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.

B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.

C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY	CITY
Clay Lewis Jenkins, County Judge	Gina Nash, City Manager
Dallas County	City of Sachse
411 Elm St, 2nd Floor	3815 Sachse Rd., Building B
Dallas, Texas 75202	Sachse, TX 75048

W/copy to:
Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the Sachse City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS ___1_____ DAY OF ___October_ 2021. ("Effective Date")

FOR DALLAS COUNTY:

____

BY: Clay Lewis Jenkins
County Judge

DATE: ____________________________

Recommended:

____

BY: Dr. Philip Huang
Director, DCHHS

Approved as to Form*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

RUSSELL RODEN
CHIEF, CIVIL DIVISION

____

BY: James R. Palomo
Assistant District Attorney

FOR CITY:

____

BY: Gina Nash
City Manager

DATE: ____________________________

Recommended (CITY):

____

BY: Michelle Lewis Sirianni
Title: City Secretary

Approved as to Form (CITY):

____

BY: Joseph J. Gorfida, Jr.
Title: City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	E. 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. Approve and adopt a resolution amending the Master Fee Schedule by amending fire services, ambulance services, development services, refuse services fees and wastewater fees and providing an effective date.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 07, 2021
Absolute Date	Sep 07, 2021
Fiscal Impact	Yes
Budgeted	Yes
Recommended Action	Approve and adopt a resolution amending the Master Fee Schedule by amending fire services, ambulance services, development services, refuse services fees and wastewater fees and providing an effective date.

Public Content

BACKGROUND
The Master Fee Schedule is a convenient tool for citizens and customers to familiarize themselves with various charges for City services. The schedule can be updated periodically for necessary changes without amending the associated Ordinance.

OVERVIEW
The Master Fee Schedule is considered annually during the budget approval process. Water and wastewater rates were presented and considered during the 2019 Water Rate Study discussions, performed by NewGen Strategies and Solutions. The City Council was briefed at the August 16, 2021, meeting regarding all proposed changes.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Approve a resolution amending the Master Fee Schedule by amending fire services, ambulance services, development services, refuse services fees and wastewater fees and providing an effective date.

Master Fee Schedule FY22 Final.pdf (289 KB)

Resolution Amending Master Fee Schedule FY2022.pdf (38 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.

RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE MASTER FEE SCHEDULE ADOPTED BY RESOLUTION 3433 BY AMENDING FIRE SERVICES, AMBULANCE SERVICES, DEVELOPMENT SERVICES, REFUSE SERVICES FEES, AND WASTEWATER FEES AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. The Master Fee Schedule adopted by Resolution 3433 is hereby amended, as set forth in the attached Exhibit "A".

SECTION 2. This Resolution shall take effect October 1, 2021 from and after its passage, and it is so accordingly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this 7th day of September, 2021.

CITY OF SACHSE, TEXAS

____
Mike J. Felix, Mayor

ATTEST:

____
Michelle Lewis Sirianni, City Secretary

APPENDIX A

MASTER FEE SCHEDULE FY2022

MASTER FEE SCHEDULE

I. PUBLIC SAFETY FEES

A.	Alarm monitoring				
	1.	Residential alarm permit fee			$10 initial and renewal Valid 2 years from date of issuance
	2.	Nonvalid burglar alarms responded to during a 12-month period			
		a.	5 or less		No charge
		b.	6		$25.00
		c.	7		$50.00
		d.	Eight (8)		$100.00 plus permit suspension
	3.	Nonvalid fire alarms responded to during a 12-month period			
		a.	2 or less		No charge
		b.	3 or more		$100.00
	4.	Nonvalid robbery alarms responded to during a 12-month period			
		a.	2 or less		No charge
		b.	3 or more		$100.00
	5.	Nonvalid emergency medical assistance responded to during a 12-month period			
		a.	5 or less		No charge
		b.	6 or more		$100.00
B.	Solicitation Registration Fee (not to exceed 90 days)				$30.00 plus $10.00 per additional person
C.	Animal control				
	1.	Adoption fee with sterilization			
		a.	Cats/kittens/dogs/puppies receive sterilization/combo vaccine/rabies vaccine/microchip		$80.00
	2.	Adoption fee without sterilization			
		a.	Cats/kittens/dogs/puppies already sterilized receive combo vaccine/rabies vaccine/microchip		$25.00
	3.	Dangerous dog annual registration			$100.00
	4.	Annual permits			
		a.	Pot-bellied pig (per animal)		$20.00
		b.	Pigeon (fancy or racing loft/per animal)		$5.00
		c.	Dog/Cat		
			1)	Application fee w/o sterilization proof	$7.00
			2)	Application fee w sterilization proof	$2.00
	5.	Replacement tag (w proof of original registration)			$1.00
	6.	Impoundment (registration additional if animal currently not on file)			

MASTER FEE SCHEDULE

	a.	1st pickup of animal		$25.00 plus $5 boarding fee
	b.	2nd pickup of animal		$50.00 plus $5 boarding fee
	c.	3rd pickup of animal		$75.00 plus $5 boarding fee
	d.	4th pickup of animal		$100.00 plus $5 boarding fee
D.	Fire Services			
1.	Installation/replacement/re-model of fire protection systems			
	a.	Plan review fees		
		1)	Internal plan review (new and/or remodel > 10 devices)	$100.00
		2)	Remodel (< than 10 devices)	$25.00
		3)	Third-party plan review administrative fee	$50.00
	b.	Fire sprinkler installation permit (commercial and residential per building)		
		1)	1 to 25 sprinklers	$50.00
		2)	26 to 75 sprinklers	$100.00
		3)	76 to 125 sprinklers	$200.00
		4)	126 to 200 sprinklers	$275.00
		5)	201 to 300 sprinklers	$350.00
		6)	301 to 400 sprinklers	$375.00
		7)	401 to 500 sprinklers	$425.00
		8)	Over 500 sprinklers	$500.00 plus $.33 per sprinkler over 500
	c.	Fire alarm installation permit (per building)		
		1)	10 or less devices	$50.00
		2)	11 to 25 devices	$75.00
		3)	26 to 100 devices	$150.00
		4)	101 to 200 devices	$200.00
		5)	201 or more devices	$500.00
	d.	Fire alarm panel replacement only		$100.00
	e.	Hydro & flush (per system)		$50.00
	f.	Fire pump (per system)		$50.00
	g.	Hydrant flow test (2 hydrants)		$50.00
	h.	Vent/hood/booth extinguishing system (per system)		$50.00
	i.	Work started without a permit		$100.00 plus required fee
	j.	Replacement		
		1)	Fire department permit replacement	$10.00
		2)	Job site plan re-stamp	$15.00
	k.	Re-inspection fee		
		1)	2 or more	$75.00 per re-inspection
2.	Inspection/occupancy permits			
	a.	Carnivals and fairs		$50.00
	b.	Mobile food vending		$25.00

MASTER FEE SCHEDULE

	c.	Exhibits and trade shows	$50.00
	d.	Temporary structures, tents or canopies (used for permits not included in community development permit fee)	$50.00
	e.	In-home day care certificate of occupancy	$50.00
	f.	Multi-family certificate of occupancy	$50.00
	g.	Foster care/adoption home inspection	$25.00
	h.	Dangerous building abatement administrative fee	$250.00
	i.	After hour inspection fee	$50.00/hour min 2 hr/$100.0
3.	Fire permits		
	a.	Outdoor/open burning	$200.00
	b.	Pyrotechnic special effects	$100.00
	c.	Hazardous material response reimbursement	$400.00/hr each engine plus $200.00/hr each ambulance plus supplies
	d.	Fire watch/stand-by	$50.00/hr each fire employee
E.	Ambulance services		
1.	Resident		
	a.	ALS (Waive co-pay and deductible)	$1,600.00
	b.	ALS2 (Waive co-pay and deductible)	$1,750.00
	c.	BLS (Waive co-pay and deductible)	$1,400.00
	d.	SCT	No charge
2.	Non-resident		
	a.	ALS	$1,600.00
	b.	ALS2	$1,750.00
	c.	BLS	$1,400.00
	d.	SCT	No charge
3.	Mileage		$24.00
4.	Supplies		
	a.	Oxygen	$125.00
	b.	BLS supplies	$350.00
	c.	ALS supplies	$400.00
	d.	Extra attendant	$75.00
5.	Extrication		$500.00
6.	Technology fee		$0.00
7.	No transport		$125.00
8.	Other Services		
	a.	IV Therapy/Maintenance	$310.00
	b.	Airway Management	$115.00
	c.	Specialty Care Transport	$1,250.00
	d.	Blood Administration	$600.00

MASTER FEE SCHEDULE

II. ENGINEERING, HEALTH AND SANITATION

A.	Engineering permits		
	1.	Traffic calming application	$50.00
	2.	Floodplain	$100.00
	3.	Grading	$150.00
B.	Engineering inspections and review fees		Fee shall equal one-half of the state fee for each permit
	1.	Engineering inspection fee	4.5% of cost of public improvements
	2.	Construction plan review	$300.00
	3.	Construction Inspections after hours	$50.00/hr (2hr minimum)
C.	Care of public trees in street or right of way		Hourly fee based on current hourly wage of City maint. Workers
D.	Health and Sanitation permits		
	1.	Health	$225.00
	2.	Temporary food sales (must be obtained from Dallas County Health department. Applies to all applicants providing food products.	$50.00
	3.	Public swimming pool	$100.00
	4.	Alcohol	Fee shall equal one-half of the state fee for each permit
	5.	Liquid waste transport	$25.00 per vehicle

III. FACILITY ROOM RENTAL DEPOSIT/FEES

A.	Library meeting room			
	1.	Deposit		
		a.	Without food served	$25.00
		b.	With food served	$50.00
		c.	VGA/audio cable	$15.00
	2.	Room rental		
		a.	Non-profits	No charge
		b.	All other groups	$25.00
B.	Senior activity center multi-purpose room A			
	1.	Deposit		$100.00
	2.	Room rental		$25.00 per hour
C.	Michael J. Felix Community Center			

MASTER FEE SCHEDULE

1.	Deposit				$100.00
2.	Kitchen Use				$50.00
3.	Room rental - Operational Hours				
	a.	Room A (hourly) or Room B (hourly)			
		i.	Resident		$10.00
			a)	Non-Profit	No Charge
		ii.	Non-resident		$25.00
			a)	Non-Profit	$10.00
	b.	Room A and B (hourly)			
		i.	Resident		$20.00
			a)	Non-Profit	No Charge
		ii.	Non-resident		Not Available
			a)	Non-Profit	Not Available
4.	Room rental - Non-Operational Hours				
	a.	Room A (hourly) or Room B (hourly)			
		i.	Resident		$25.00
			a)	Non-Profit	$25.00
		ii.	Non-resident		$50.00
			a)	Non-Profit	$35.00
	b.	Room A and B (hourly)			
		i.	Resident		$50.00
			a)	Non-Profit	$50.00
		ii.	Non-resident		Not Available
			a)	Non-Profit	Not Available
5.	Gym - Half Court or Gym - Full Court - Operational Hours				
	a.	Resident			Not Available
		i.	Non-Profit		Not Available
	b.	Non-resident			Not Available
		i.	Non-Profit		Not Available
6.	Gym - Half Court - Non-Operational Hours				
	a.	Resident			$25.00
		i.	Non-Profit		$25.00
	b.	Non-resident			$50.00
		i.	Non-Profit		Not Available
7.	Gym - Full Court - Non-Operational Hours				
	a.	Resident			$50.00
		i.	Non-Profit		$50.00
	b.	Non-resident			Not Available
		i.	Non-Profit		Not Available

MASTER FEE SCHEDULE

IV. LIBRARY

A.	Library card		
	1.	Initial library card request	No charge
	2.	Replacement	$1.00
B.	Ear Buds available		$1.00
C.	Pin-back button materials available		$0.25
D.	Texshare card		No charge
E.	Lost and/or Damaged Items		
	1.	Lost or damaged beyond repair	Replacement cost plus $5.00 processing fee
	2.	Replacement item in lieu of fee	Replacement item plus $5.00 processing fee
	3.	Damaged item but not requiring replacement	$5.00 processing fee
	4.	Damaged case or container	Replacement fee
F.	Interlibrary loan		
	1.	Pickup materials	
		a. Timely pickup	No charge
		b. Within 7 days	No charge
		c. 8 days or more	$5.00 per item
G.	Copy services		
	1.	Black/white copy	$0.20
	2.	Color copy	$0.50
	3.	Computer print out	$0.25
	4.	3D printer	.15 per gram/$1.50 minimum

V. MUNICIPAL COURT FINES/FEES

A.	Set by state statute		
	1.	Building security fund	$3.00
	2.	Technology fund	$4.00
B.	Dismissal		
	1.	Granting defensive driving course	Not to exceed $10.00
	2.	Dismissal fee for certain traffic cases	$10 or $20 depending on offense type
C.	Warrant Fee		$50.00

MASTER FEE SCHEDULE

VI. PARK FACILITY RENTAL FEES

A.	Ball field reservations/deposits		
	1. Reservation fee		
		a. 4 hours or less	$25.00 per field
		b. 5 hours or more	$10.00 per field per hour
	2. Deposits		
		a. Light key	$25.00
		b. Clean-up deposit for tournaments and/or concession stand use	$50.00
B.	Covered picnic facilities (based on daily rates)		
	1. Reservation fee		
		a. 4 hours or less	$25.00 per facility
		b. 5 hours or more	$10.00 per facility per hour
	2. Deposit		
		a. Light key	No charge
C.	City complex amphitheater (based on daily rates)		
	1. Reservation fee		
		a. 4 hours or less	$25.00 per facility
		b. 5 hours or more	$10.00 per facility per hour
		c. Restroom during amphitheater rental	$25.00/hour
	2. Deposit		
		a. Light key	No charge

VII. LAURIE SCHWENK SENIOR ACTIVITY CENTER

A.	Annual membership	
	1. Resident	$6.00
	2. Non-resident	$12.00
B.	Daily pick-up/drop-off within the City limits only	
	1. Resident	$.50/one way or $1.00 roundtrip
	2. Non-resident	Not available

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VIII. MICHAEL J. FELIX COMMUNITY CENTER

A.	Resident Annual Membership		
	1.	Individual (12+ years)	$20.00
	2.	Family (3 or more)	$50.00
	3.	Senior-Citizen (50+)	No charge
	4.	Military Veterans	No charge
B.	Non-resident Annual Membership		
	1.	Individual (12+ years)	$40.00
	2.	Family (3 or more)	$100.00
	3.	Senior-Citizen (50+)	$10.00
	4.	Military Veterans	$10.00
C.	Daily Drop in		
	1.	Resident/Non-resident	$2.00

VIX. BUILDING PERMITS AND DEVELOPMENT SERVICES FEES

A.	Building permit fee schedule			
	1.	Total valuation		
		a.	$1.00 to $500	$50.00
		b.	$501 to $2,000	$50.00 for the first $500 plus $3.05 for each additional $100
		c.	$2,001 to $25,000	$95.75 for the first $2,000 plus $14 for each additional $1,000
		d.	$25,001 to $50,000	417.75 for the first $25,000 plus $10 for each additional $1,000
		e.	$50,001 to $100,000	$667.75 for the first $50,000 + $7 for each additional $1,000
		f.	$100,001 to $500,000	$1017.75 for the first $100,000 + $5.60 for each additional $1,000
		g.	$501,000 to $1,000,000	$3,257.75 for the first $500,000 + $4.75 for each additional $1,000

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	h.	$1,000,001 and up	$5,632.75 for the first $1,000,000 + $3.65 for each additional $1,000
B.	Residential home construction		
	1.	Plan Review fee (New single-family homes)	30% of total building permit fee (based on Building Permit Fee Schedule)
	2.	New home construction, additions and remodels	Declared Valuation [minimum $100.00 per sq ft (including garages, porches, and/or patios)]
	3.	Additional plan review (required by changes, additions or revisions to plans after permit approval)	$250.00
C.	Commercial construction		
	1.	Plan review (new construction and remodel)	30% of total building permit fee (based on Building Permit Fee Schedule)
	2.	Remodels	Declared Valuation (minimum $95.00 per sq ft)
	3.	New construction	Declared Valuation (minimum $150.00 per sq ft)
	4.	Additional plan review (required by changes, additions or revisions to plans after permit approval)	$250.00
D.	Certificate of Occupancy		$75.00
E.	Inspections		
	1.	Outside of normal business hours	$100.00
	2.	Re-inspection fee after permit approval	$75.00 per inspection
F.	Licenses and contractor registration		Annual
	1.	Plumber - Master	State Law $0.00
	2.	Electrician - Master, Journeyman, or Residential	State Law $0.00
	3.	Mechanical - License Holder	$100.00
	4.	Backflow Specialist - Testers	$100.00
	5.	Irrigation - License Holder	$100.00
	6.	General Contractor	$100.00
	7.	Contractors (other than listed above)	$100.00
G.	Permits		
	1.	Electrical	
		a. Residential	$75.00
		b. Non-residential	$100.00
	2.	Mechanical permits	
		a. Initial fee for issuance	$50.00

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	b.	New Installations (includes but not limited to heating, ventilating, ductwork, air-conditioning, exhaust, venting, combustion air, pressure, vessel, solar, fuel oil and refrigeration systems and appliance installation)	$15.00 for the first $1,000.00 valuation plus $5.00 for each additional $1,000.00 or fraction thereof
	c.	Repair (includes but not limited to repairs, alterations and additions to an existing system)	$10.00 for the first $1,000.00 valuation plus $3.00 for each additional $1,000.00 or fraction thereof
	d.	Boiler	$100.00
	e.	Residential (minimum)	$75.00
	f.	Non-Residential (minimum)	$100.00
3.	Plumbing		
	a.	Residential	$75.00
	b.	Non-residential	$100.00
4.	Antenna permit - private		$50.00
5.	Demolition		
	a.	Residential structure	$100.00
	b.	Non-Residential structure	$200.00
6.	Fence/screen wall/retaining wall		
	a.	Residential - Fence	$50.00
	b.	Residential - Screen wall	$250.00
	c.	Residential - Retaining wall	$50.00
	d.	Commercial (fence, retaining wall and screen wall)	$250.00
7.	Lawn irrigation		$100.00
8.	Miscellaneous		
	a.	Flatwork (patios, driveways, pads, sidewalks)	Based on valuation of construction materials only-see section VIII. A. Building permit fee schedule
	b.	Accessory - Residential (buildings greater than 120 square feet)	Based on valuation of construction materials only-see section VIII. A. Building permit fee schedule
	c.	Accessory - Non-Residential	Based on valuation of labor and materials-see section VIII. A. Building permit fee schedule
	d.	All other Residential permits (includes but not limited to foundation repair, flag poles, roofing, re-brick)	$50.00
	e.	Use of outside consultants for plan checking and/or inspections	Actual costs plus 15% administrative fee
	f.	Taxicab and limousine	$200.00 per vehicle per year
	g.	Massage establishment	$400.00 per pear

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		h.	Sexually-oriented business license (initial and renewal)	$500.00
		i.	Credit card transaction fee for totals $1,000 and greater	3% transaction fee
	9.	Sign		
		a.	Permanent (attached or freestanding)	$125 per sign
		b.	Temporary	$25 per sign
		c.	Repair	$10 per sign
		d.	Sign variance application fee	$25.00
		e.	Sign variance	$300.00
H.	Park land dedication by developers			
	1.	Single-family residential		$1,100 per lot
	2.	Multi-family		$600 per unit
I.	Swimming Pools			
	1.	Storable Swimming Pool		$50.00
	2.	Above Ground		$200.00
	3.	In-Ground		$500.00
	4.	Spa/Hot Tub		$200.00
J.	Temporary Retail and seasonal sales			
	1.	Temporary seasonal sales		
		a.	Church/school/civic/City-sponsored events	No charge
		b.	All other	$200.00
	2.	Temporary retail sales (5 consecutive days, at 6 month intervals by the same merchant holding certificate of occupancy.)		$50.00
	3.	Temporary food sales		See Section II. D-2
K.	Board of adjustment or appeals			
	1.	Variance request		$300.00
L.	Plat applications			
	1.	Preliminary plat		$400.00 per plat plus $15.00 per acre
	2.	Final plat, (includes replats and minor plats)		$450.00 per plat plus $15.00 per acre
	3.	Conveyance plat		$350.00 per plat plus $15.00 per acre
	4.	Amending plat		$350.00 per plat plus $15.00 per acre
	5.	Vacating plat		$350.00 per plat plus $15.00 per acre
M.	Water System			
	1.	Water meter installation fee when tap is present (single family and/or multi-family)		
		a.	5/8" X 3/4"	$225.00
		b.	1"	$300.00

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	c.	1 1/2"	$520.00
	d.	2"	$675.00
	e.	3" (including Octave)	$675.00 City installation. Developer installs vault/bears cost.
	f.	4" and above (including Octave)	$800.00 Developer installs vault/bears cost.
2.	Water meter installation fee when tap is not present (single family and/or multi-family)		
	a.	5/8" X 3/4"	$225.00
	b.	1"	$300.00
	c.	1 1/2"	$520.00
	d.	2"	$675.00
	e.	3" (including Octave)	$675.00 City installation. Developer installs vault/bears cost.
	f.	4" and above (including Octave)	$800.00 Developer installs vault/bears cost.
3.	Water system tap charges		
	a.	5/8" X 3/4"	$300.00
	b.	1"	$300.00
	c.	1 1/2"	$322.00
	d.	2"	$345.00
	e.	3" (including Octave)	$675.00 City installation. Developer installs vault/bears cost.
	f.	4" and above (including Octave)	$800.00 Developer installs vault/bears cost.
4.	Water system bore charges		
	a.	5/8" X 3/4"	$450.00
	b.	1"	$500.00
	c.	1 1/2"	$500.00
	d.	2"	$500.00
	e.	3" (including Octave)	$675.00 City installation. Developer installs vault/bears cost.
	f.	4" and above (including Octave)	$800.00 Developer installs vault/bears cost.
5.	Water Meter Cost		
	a.	5/8" X 3/4"	$255.00
	b.	1"	$351.54
	c.	1 1/2"	$600.17
	d.	2"	$777.49
	e.	3" (including Octave)	$2,450.44

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	f.	4" and above (including Octave)	$3,143.53
	g.	6"	$4,585.20
	h.	8"	$5,493.37
N.	Zoning		
	1.	Standard	$500.00 per request plus $15.00 per acre
	2.	Special use permit	$650.00
	3.	Planned development zoning request	$750.00 per request plus $15.00 per acre
	4.	Zoning verification letter	$150.00
O.	Miscellaneous		
	1.	Right-of-Way Abandonment Application	$500.00

X. NETWORK PROVIDER FEES (Resolution 3846, adopted January 2018)

A.	Small Cell Application Fees:		
	1.	One - Five network nodes	$500.00
	2.	More than 5 nodes	$250.00
	3.	Per Pole	$1,000.00
B.	Small Cell User Fees		
	1.	Annual fee for each network node	$250.00
	2.	Annual City pole attachment fee	$20.00
C.	Transport Facility Monthly user fee		$28.00 multiplied by the #of network provider's network

XI. IMPACT FEE (State requires update every 5 years. Last revision 12/3/12. Review underway. Final revision pending)

A.	Roadway impact fee (land use category)		
	1.	Port and Terminal	
		a. Truck Terminal (acre)	$15,880.78
B.	Industrial		
	1.	General Light Industrial (1,000 SF GFA)	$2,356.57
	2.	General Heavy Industrial (1,000 SF GFA)	$458.80
	3.	Industrial Park (1,000 SF GFA)	$2,085.46
	4.	Warehousing (1,000 SF GFA)	$771.62
	5.	Mini-Warehouse (1,000 SF GFA)	$625.64
C.	Residential		
	1.	Single-Family Detached Housing (Dwelling Unit)	$2,450.42
	2.	Apartment / MultiFamily (Dwelling Unit)	$1,501.53

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	3.	Residential Condominium/ Townhome (Dwelling Unit)	$1,261.70
	4.	Mobile Home Park / Manufactured Housing (Dwelling Unit)	$1,428.54
	5.	Senior Adult Housing-Detached (Dwelling Unit)	$656.92
	6.	Senior Adult Housing-Attached (Dwelling Unit)	$385.81
	7.	Assisted Living (Beds)	$531.79
D.	Lodging		
	1.	Hotel (Room)	$761.55
	2.	Motel / Other Lodging Facilities (Room)	$761.51
E.	Recreational		
	1.	Golf Driving Range (Tee)	$3,034.34
	2.	Golf Course (acre)	$729.91
	3.	Recreational Community Center (1,000 SF GFA)	$2,063.42
	4.	Ice Skating Rink (Seats)	$291.96
	5.	Miniature Golf Course (Hole)	$802.90
	6.	Multiplex Movie Theater (Screens)	$16,076.19
	7.	Racquet / Tennis Club (Court)	$8,122.87
F.	Institutional		
	1.	Church (1,000 SF GFA)	$0.00
	2.	Day Care Center (1,000 SF GFA)	$2,537.90
	3.	Primary / Middle School (1-8) (Students)	$385.81
	4.	High School (Students)	$312.82
	5.	Junior / Community College (Students)	$291.96
	6.	University / College (Students)	$510.94
G.	Medical		
	1.	Clinic (1,000 SF GFA)	$6,277.74
	2.	Hospital (Beds)	$2,200.15
	3.	Nursing Home (Beds)	$531.79
	4.	Animal Hospital / Veterinary Clinic (1,000 SF GFA)	$4,577.59
H.	Office		
	1.	Corporate Headquarters Building (1,000 SF GFA)	$2,549.48
	2.	General Office Building (1,000 SF GFA)	$2,705.89
	3.	Medical-Dental Office Building (1,000 SF GFA)	$6,287.66
	4.	Single Tenant Office Building (1,000 SF GFA)	$3,143.83
	5.	Office Park (1,000 SF GFA)	$2,690.24
I.	Commercial – Automobile Related		
	1.	Automobile Care Center (1,000 SF Occ. GFA)	$4,921.69
	2.	Automobile Parts Sales (1,000 SF GFA)	$8,258.42
	3.	Gasoline / Service Station (Vehicle Fueling Position)	$19,373.92
	4.	Gasoline / Service Station w Conv Market (Vehicle Fueling Position	$14,274.97
	5.	Gasoline / Service Station w/ Conv Market and Car Wash (Vehicle Fueling Position)	$14,869.33

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	6.	New Car Sales (1,000 SF GFA)	$5,025.96
	7.	Quick Lubrication Vehicle Shop (Servicing Bays)	$6,287.66
	8.	Self-Service Car Wash (Stall)	$6,715.18
	9.	Tire Store (1,000 SF GFA)	$7,246.97
J.	Commercial – Dining		
	1.	Fast Food Restaurant with Drive-Thru Window (1,000 SF GFA)	$12,057.22
	2.	Fast Food Restaurant without Drive-Thru Window (1,000 SF GFA)	$4,441.03
	3.	High Turnover (SitDown) Restaurant (1,000 SF GFA)	$1,903.33
	4.	Quality Restaurant (1,000 SF GFA)	$1,268.79
	5.	Coffee / Donut Shop with Drive-Thru Window (1,000 SF GFA)	$10,788.44
K.	Commercial – Other Retail		
	1.	Free-Standing Retail Store (1,000 SF GFA)	$4,363.83
	2.	Nursery (Garden Center) (1,000 SF GFA)	$3,686.05
	3.	Home Improvement Superstore (1,000 SF GFA)	$1,496.32
	4.	Pharmacy / Drugstore without Drive-Thru Window (1,000 SF GFA)	$4,796.56
	5.	Pharmacy / Drugstore with Drive-Thru Window (1,000 SF GFA)	$6,397.15
	6.	Shopping Center (1,000 SF GFA)	$2,982.21
	7.	Supermarket (1.000 SF GFA)	$8,143.72
	8.	Toy / Children's Superstore (1,000 SF GFA)	$4,233.49
	9.	Department Store (1,000 SF GFA)	$1,511.96
	10.	Video Rental Store (1,000 SF GFA)	$16,485.56
L.	Services		
	1.	Walk-In Bank (1,000 SF GFA)	$17,642.99
	2.	Drive-In Bank (Drive-In Lanes)	$33,179.67
	3.	Hair Salon (1,000 SF GFA)	$2,815.37
M.	Water impact fee		
	1.	Simple	
		a. 5/8" X 3/4"	$2,521.69
		b. Residential 3/4"	$2,521.69
		c. Commercial 3/4"	$3,782.54
		d. 1"	$6,304.24
		e. 1 1/2"	$12,608.48
		f. 2"	$20,173.57
	2.	Compound	
		a. 2"	$20,173.57
		b. 3"	$40,347.13
		c. 4"	$63,042.39
		d. 6"	$126,084.78
		e. 8"	$201,735.65
		f. 10"	$289,995.00

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3.	Turbine		
	a.	2"	$25,216.95
	b.	3"	$60,520.70
	c.	4"	$105,911.22
	d.	6"	$231,996.00
	e.	8"	$403,471.30
	f.	10"	$630,423.91
	g.	12"	$832,159.56
N.	Wastewater impact fee (meter equivalent)		
1.	Simple		
	a.	5/8" X 3/4"	$1,857.68
	b.	Residential 3/4"	$1,857.68
	c.	Commercial 3/4"	$2,786.53
	d.	1"	$4,644.21
	e.	1 1/2"	$9,288.42
	f.	2"	$14,861.47
2.	Compound		
	a.	2"	$14,861.47
	b.	3"	$29,722.94
	c.	4"	$46,442.09
	d.	6"	$92,884.17
	e.	8"	$148,614.68
	f.	10"	$213,633.60
3.	Turbine		
	a.	2"	$18,576.83
	b.	3"	$44,584.40
	c.	4"	$78,022.71
	d.	6"	$170,906.88
	e.	8"	$297,229.36
	f.	10"	$464,420.87
	g.	12"	$613,035.55

XII. REFUSE SERVICES FEES Current contract expires April 2024.

A.	Residential	
1.	Trash, Recycle, and Bulk Collection	$16.79
2.	Residential Franchise Fees	$1.34
3.	Administrative Fee	$0.28
4.	Additional Solid Waste Polycart	$7.48

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	5.	Additional Recycle Polycart	$3.25
	6.	Polycart replacement Fee	$75.00
	7.	Excess Individual Bulk collection (Billed direct to customer)	$12 per yard
B.	Small Commercial Container Service (95 gallon cart) Does not include franchise fees, billing fees or taxes)		
	1.	Monthly per unit charge	$17.00
	2.	Additional Polycart	$15.50
	3.	Commercial Franchise Fees	3%

XIII. WATER RATE SCHEDULE (Rate Study conducted 2019 by New GenStrategies concludes 09/30/23)

A.	Residential			
	1.	Base Rate by meter size		
		a.	5/8" X 3/4"	$16.50
		b.	1"	$16.50
		c.	1 1/2"	$16.50
		d.	2"	$16.50
	2.	Tier Rate usage per 000's gallons		
		a.	0-10,000	$4.90
		b.	10,001-20,000	$6.55
		c.	20,001-30,000	$8.50
		d.	Over 30,000	$10.00
B.	Non-Residential			
	1.	Base Rate by meter size		
		a.	5/8" X 3/4"	$16.50
		b.	1"	$26.10
		c.	1 1/2"	$42.16
		d.	2"	$61.39
		e.	3"	$85.60
		f.	4"	$114.10
		g.	6" and above	$285.30
	2.	Tier Rate usage per 000's gallons		
		a.	0-10,000	$4.90
		b.	10,001-20,000	$6.55
		c.	20,001-30,000	$8.50
		d.	Over 30,000	$10.00
C.	Irrigation			
	1.	Base Rate by meter size		
		a.	5/8" X 3/4"	$16.50

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	b.	1"	$26.10
	c.	1 1/2"	$42.16
	d.	2"	$61.39
	e.	3"	$85.60
	f.	4"	$114.10
	g.	6" and above	$285.30
2.	Tier Rate usage per 000's gallons		
	a.	0-10,000	$4.90
	b.	10,001-20,000	$6.55
	c.	20,001-30,000	$8.50
	d.	Over 30,000	$10.00

XIV. WATER SERVICE CONNECTION FEES

A.	Deposit by meter size (Exception: Letter of Credit (24 month service history) or Senior Citizen (62+))			
	1.	5/8" X 3/4"		$150.00
	2.	1"		$150.00
	3.	1 1/2"		$175.00
	4.	2"		$200.00
	5.	3"		$300.00
	6.	4"		$400.00
	7.	6" and above		$600.00
B.	Multi-family unit deposit			$100.00
C.	Real Estate properties deposit (per 5 units)			$150.00
D.	Fire Hydrant Meter			
	1.	Deposit (refundable)		$1,500.00
	2.	Connection fee		$25.00
	3.	Minimum monthly billing		$25.00
	4.	Fire Hydrant Relocation Fee		One relocation No charge, $50.00 each subsequent move
	5.	Fire Hydrant Meter Tamper Fee		
		a.	First offense	$500.00 minimum plus the actual costs of any damage to City property

	b.	Second offense	$1,000.00 plus the actual costs of any damage to City property
	c.	Third and subsequent offenses	$1,500.00 plus the actual costs of any damage to City property
E.	Late charge		10%. Not to exceed $50 per statement
F.	Disconnection service fee		
	1.	Monday-Friday, 8:00 a.m. - 5:00 p.m.	$35.00
G.	Personnel onsite meter review - after two trips in a 12-month period		See K. Trip fee charge
H.	Reconnection service fee		
	1.	After hours	$40.00
I.	Returned check fee		$35.00
J.	Same day connect fee for all new services		$40.00
K.	Transfer fee		$10.00
L.	Trip charge		$50.00
M.	Meter-related		
	1.	Meter Testing	Reimburse the City actual costs of meter testing plus shipping and handling
	2.	Meter box replacement	$75.00
	3.	Meter lid replacement	$25.00
	4.	Meter locking device replacement	$30.00
	5.	Meter register replacement	$212.00
	6.	Octave encoder & Allegro module with antenna replacement	$497.79
	7.	Obstruction charge	$50.00
	8.	Usage report requested in-house versus mywateradvisor.com	$5.00
	9.	Tampering fee	$250.00 minimum plus the actual costs of any damage to City property

XV. WASTE WATER RATE SCHEDULE

A.	Residential			
	1.	Meter		$13.43
	2.	Volume charge per 1,000 gallons		$7.48
B.	Non-Residential			
	1.	Per meter size		
		a.	5/8" X 3/4"	$22.00
		b.	1"	$35.00

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	c.	1 1/2"	$50.00
	d.	2"	$73.16
	e.	4"	$70.00
	f.	6"	$70.00
	g.	8"	$90.00
2.	Volume charge per 1,000 gallons		$7.91

XVI. MUNICIPAL DRAINAGE UTILITY SYSTEM FEE effective January 1, 2018

Based on Equivalent Residential Unit (ERU) of impervious surface area on the property. The impervious area (IA) on the property is measured and divided by 4,300 sq ft to determine the number of billing units for non-residential properties. Single family residential properties equal 1 ERU.

A.	Single Family Residential (1 ERU)	$1.66 monthly per household
B.	Non-Residential	
	1. Based on Equivalent Residential Unit (ERU)	$1.66 monthly per 4,300 sq ft of impervious surface area
C.	Undeveloped Properties	In accordance with State Law

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	E. 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. Consider a resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2021 Rate Review Mechanism filings.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 07, 2021
Absolute Date	Sep 20, 2021
Budgeted	No
Recommended Action	Approve a resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2021 Rate Review Mechanism filings.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND
Sachse, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("the Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In March 2018, the City Council approved a new Rate Review Mechanism ("RRM"). The RRM process allows a longer review period and includes other features favorable to the Cities. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of $43.4 million. Application of the standards set forth in ACSC's RRM Tariff reduced the Company's request to $40.5 million, $29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $22.34 million instead of the claimed $40.5 million. The amount of the $22.34 million deficiency applicable to ACSC members would be $16.8 million.

The Executive Committee of ACSC recommends the negotiated settlement of $22.78 million, but with a two-month delay in the Effective Date, being December 1, 2021. This should save the ACSC cities approximately $3.8 million.

OVERVIEW
The impact of the settlement on average residential rates is an increase of $1.28 per month, or 2.2%; the increase for average commercial usage will be $4.03, or 1.61%

POLICY CONSIDERATIONS
The governing body of a municipality has exclusive original jurisdiction over the rates, operations, and services of a gas utility within the municipality.

RECOMMENDATION
Approve a resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2021 Rate Review Mechanism filings.

2021 Atmos Mid-Tex RRM Model Staff Report.pdf (26 KB)

2021 Atmos Mid-Tex RRM Model Staff Report Attachments.pdf (164 KB)

Atmos Rate Review 2021.pdf (130 KB)

2021 Atmos Mid-Tex RRM Settlement Resolution.pdf (123 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.

ATMOS RATE REVIEW PROCESS

CITY COUNCIL

SEPTEMBER 7, 2021

MUNICIPAL AUTHORITY

Texas Utilities Code, Title 3, Subchapter A, Sec. 103.001

- *To provide fair, just, and reasonable rates and adequate and efficient services, the governing body of a municipality has exclusive original jurisdiction over the rates, operations, and services of a gas utility within the municipality, subject to the limitations imposed by this subtitle, unless the municipality surrenders its jurisdiction to the railroad commission under Section 103.003.*

DEFINITIONS

- ACSC: Atmos Cities Steering Committee, represents 171 cities served by Atmos Energy Corporation, Mid-Tex Division. Rather than all 171 cities independently analyze proposed rate changes, they pool resources to hire experts to analyze for the group.
- GRIP: Gas Reliability Infrastructure Program, the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. Disadvantages to cities include ignoring declining expenses and increasing revenues and rewarding for capital investments.
- RRM: Rate Review Mechanism Tariff, adopted in 2007 as an alternative to GRIP. RRM allows for a more comprehensive rate review and includes evaluation of revenues and expenses as well as capital investment.

CURRENT RATE FILING

- In March 2018, City Council approved a new RRM annual review process.
- April 1, 2021, Atmos applied for the fourth annual review under the new RRM.
- Atmos' initial application was to recover $43.4 million in additional revenues; ACSC review justified $22.78 million, with a two-month delay in effective date, saving ACSC cities $3.8 million.
- Residential charges will increase by $1.28/month, or 2.2%
- Commercial charges will increase by an average of $4.03/month, or 1.61%
- The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before September 30, 2021. New rates become effective December 1, 2021, which is a two-month delay from the requested effective date.

July 21, 2021

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of $43.4 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $40.5 million, $29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $22.34 million instead of the claimed $40.5 million. The amount of the $22.34 million deficiency applicable to ACSC members would be $16.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of $22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately $3.8 million.

The Executive Committee recommends a settlement at $22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate $22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be $4.03 or 1.61 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $22.78 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.

11. This section provides for an effective date upon passage. December 1, 2021 represents a two month delay in the Effective Date established by the RRM tariff.

12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $43.4 million in additional system-wide revenues, the RRM settlement at $22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at $22.78 million (plus $3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

Attachment 1 to
Model Staff Report

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	
1	**Residential**								
2	Customer Charge	$ 20.25	$ 20.85	13,861,632		$ 280,698,048	$ 289,015,027		$ 8,316,979
3	Consumption Charge	0.26651	0.27979		627,298,034	167,181,199	175,511,717		$ 8,330,518
4	Revenue Related Taxes					30,398,805	31,528,717		
5	Total Class Revenue					$ 478,278,052	$ 496,055,461	$ 17,777,409	
6									
7	**Commercial**								
8	Customer Charge	$ 54.50	$ 56.50	1,094,352		$ 59,642,184	$ 61,830,888		$ 2,188,704
9	Consumption Charge	0.11728	0.12263		363,850,875	42,672,431	44,619,033		$ 1,946,602
10	Revenue Related Taxes					6,944,376	7,225,051		
11	Total Class Revenue					$ 109,258,991	$ 113,674,972	$ 4,415,981	
12									
13	**Industrial & Transportation**								
14	Customer Charge	$ 1,014.50	$ 1,054.75	7,056		$ 7,158,312	$ 7,442,316		$ 284,004
15	Consumption Charge Tier 1	$ 0.4157	$ 0.4330		7,479,741	3,109,328	3,238,728		$ 129,400
16	Consumption Charge Tier 2	$ 0.3044	$ 0.3171		8,282,846	2,521,298	2,626,490		$ 105,192
17	Consumption Charge Tier 3	$ 0.0653	$ 0.0680		13,018,926	850,136	885,287		$ 35,151
18	Revenue Related Taxes					925,722	963,306		
19	Total Class Revenue					$ 14,564,796	$ 15,156,127	$ 591,331	
20									
21	**Total Excluding Other Revenue**					$ 602,101,840	$ 624,886,561	$ 22,784,721	$ 21,336,550
22									
23									
24	**Revenue Related Tax Factor**	6.7873%							

Attachment 2
to 2021 RRM Staff Report

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.		Quantity	Unit	Rate		Current	Proposed	Change
1	**Rate R @ 45.2 Ccf**					**Current**	**Proposed**	**Change**
2	Customer charge					$ 20.25		
3	Consumption charge	45.2	CCF	X $ 0.26651	=	12.05		
4	Rider GCR Part A	45.2	CCF	X $ 0.16000	=	7.23		
5	Rider GCR Part B	45.2	CCF	X $ 0.33320	=	15.06		
6	Subtotal					$ 54.59		
7	Rider FF & Rider TAX	$ 54.59		X 0.06787	=	3.71		
8	Total					$ 58.30		
9								
10	Customer charge						$ 20.85	
11	Consumption charge	45.2	CCF	X $ 0.27979	=		12.65	
12	Rider GCR Part A	45.2	CCF	X $ 0.16000	=		7.23	
13	Rider GCR Part B	45.2	CCF	X $ 0.33320	=		15.06	
14	Subtotal						$ 55.79	
15	Rider FF & Rider TAX	$ 55.79		X 0.06787	=		3.79	
16	Total						$ 59.58	$ 1.28
17								2.20%
18								
19	**Rate C @ 332.5 Ccf**					**Current**	**Proposed**	**Change**
20	Customer charge					$ 54.50		
21	Consumption charge	332.5	CCF	X $ 0.11728	=	38.99		
22	Rider GCR Part A	332.5	CCF	X $ 0.16000	=	53.20		
23	Rider GCR Part B	332.5	CCF	X $ 0.26321	=	87.51		
24	Subtotal					$ 234.20		
25	Rider FF & Rider TAX	$ 234.20		X 0.06787	=	15.90		
26	Total					$ 250.10		
27								
28	Customer charge						$ 56.50	
29	Consumption charge	332.5	CCF	X $ 0.12263	=		40.77	
30	Rider GCR Part A	332.5	CCF	X $ 0.16000	=		53.20	
31	Rider GCR Part B	332.5	CCF	X $ 0.26321	=		87.51	
32	Subtotal						$ 237.98	
33	Rider FF & Rider TAX	$ 237.98		X 0.06787	=		16.15	
34	Total						$ 254.13	$ 4.03
35								1.61%

Line	Description	Quantity	Unit / Base		Rate		Current	Proposed	Change
36	**Rate I @ 4079 MMBTU**						**Current**	**Proposed**	**Change**
37	Customer charge						$ 1,014.50		
38	Consumption charge	1,500	MMBTU	X	$ 0.4157	=	623.55		
39	Consumption charge	2,579	MMBTU	X	$ 0.3044	=	785.05		
40	Consumption charge	0	MMBTU	X	$ 0.0653	=	-		
41	Rider GCR Part A	4,079	MMBTU	X	$ 1.5625	=	6,373.46		
42	Rider GCR Part B	4,079	MMBTU	X	$ 0.5380	=	2,194.58		
43	Subtotal						$ 10,991.14		
44	Rider FF & Rider TAX		$ 10,991.14	X	0.06787	=	746.00		
45	Total						$ 11,737.14		
46									
47	Customer charge							$ 1,054.75	
48	Consumption charge	1,500	MMBTU	X	$ 0.4330	=		649.50	
49	Consumption charge	2,579	MMBTU	X	$ 0.3171	=		817.80	
50	Consumption charge	0	MMBTU	X	$ 0.0680	=		-	
51	Rider GCR Part A	4,079	MMBTU	X	$ 1.5625	=		6,373.46	
52	Rider GCR Part B	4,079	MMBTU	X	$ 0.5380	=		2,194.58	
53	Subtotal							$ 11,090.09	
54	Rider FF & Rider TAX		$ 11,090.09	X	0.06787	=		752.72	
55	Total							$ 11,842.81	$ 105.67
56									0.90%
57	**Rate T @ 4079 MMBTU**						**Current**	**Proposed**	**Change**
58	Customer charge						$ 1,014.50		
59	Consumption charge	1,500	MMBTU	X	$ 0.4157	=	623.55		
60	Consumption charge	2,579	MMBTU	X	$ 0.3044	=	785.05		
61	Consumption charge	0	MMBTU	X	$ 0.0653	=	-		
62	Rider GCR Part B	4,079	MMBTU	X	$ 0.5380	=	2,194.58		
63	Subtotal						$ 4,617.68		
64	Rider FF & Rider TAX		$ 4,617.68	X	0.06787	=	313.41		
65	Total						$ 4,931.09		
66									
67	Customer charge							$ 1,054.75	
68	Consumption charge	1,500	MMBTU	X	$ 0.4330	=		649.50	
69	Consumption charge	2,579	MMBTU	X	$ 0.3171	=		817.80	
70	Consumption charge	0	MMBTU	X	$ 0.0680	=		-	
71	Rider GCR Part B	4,079	MMBTU	X	$ 0.5380	=		2,194.58	
72	Subtotal							$ 4,716.63	
73	Rider FF & Rider TAX		$ 4,716.63	X	0.06787	=		320.13	
74	Total							$ 5,036.76	$ 105.67
75									2.14%

Attachment 3
to 2021 RRM Staff Report

RRM Monthly Savings Over GRIP and DARR Rates

ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	$20.85	$23.80	$27.68	$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	$0.27979	$0.19526	$0.14846	$0.18653
Average Monthly Bill	$33.50	$34.09	$34.39	$34.33
		-$0.60	-$0.89	-$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

RESOLUTION NO. _______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Sachse, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two-month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately $3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

SECTION 1. That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

SECTION 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

SECTION 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

SECTION 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

SECTION 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, BY A VOTE OF___TO ____, ON THIS THE__________DAY OF ______________________, 2021.

____
Mike J. Felix, Mayor

ATTEST:

____
Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

____
City Attorney

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	1. Consider all matters incident and related to the issuance and sale of "City of Sachse, Texas, Limited Tax Notes, Series 2021", including the adoption of an ordinance authorizing the issuance of such tax notes and approving all other matters related thereto.
Access	Public
Type	Action
Preferred Date	Sep 07, 2021
Recommended Action	Approve an ordinance authorizing the issuance and sale of City of Sachse, Texas Limited Tax Notes, Series 2021; and approving all other matters related thereto.
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.

Public Content

BACKGROUND
The existing debt service obligation for the City of Sachse for FY2021-2022 is $879,000 less than the previous year. This reduction combined with an increase in taxable property values has resulted in a projected overage of approximately $1.25 million in the Debt Service Fund if the Interest & Sinking (I&S) Fund tax rate remains level. Because all the projections for the 2021 Bond election have been based on maintaining a level debt service rate, this disparity has provided an opportunity to replace three high dollar apparatus in the Fire Department through the issuance of tax notes. The projected cost of the three items is $1.72 million; the final amortization schedule will be set at the time of the sale of the tax notes, but it should be paid in full in three years, possibly two. The City Manager's Proposed Budget includes lowering the Operations & Maintenance (O&M) rate by 1.9 cents, and also includes increasing the contributions to the Vehicle and Equipment Replacement Fund to include the eventual replacement of all fire apparatus.

OVERVIEW
Tax Notes are limited to a seven-year amortization and may be paid off in a shorter time. Debt Service payment for principal and interest of the Series 2021 Tax Notes will be funded without increasing the Interest and Sinking (I&S) tax rate.

POLICY CONSIDERATIONS
According to Section 7.14 of the City Charter, the City shall have the right and power, except as prohibited by law or this Charter, to borrow money by whatever method it may deem to be in the public interest.

RECOMMENDATION
Approve an ordinance authorizing the issuance and sale of City of Sachse, Texas Limited Tax Notes, Series 2021; and approving all other matters related thereto.

Ordinance Sachse Tax Notes 2021.pdf (316 KB)

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COUNTIES OF DALLAS AND COLLIN
CITY OF SACHSE

We, the undersigned Mayor and City Secretary of the City of Sachse, Texas (the "City"), hereby certify as follows:

1. The City Council of the City (the "Council") convened in a regular meeting on September 7, 2021, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to-wit:

Mike J. Felix, Mayor
Jeff Bickerstaff, Mayor Pro Tem
Brett Franks, Councilmember
Michelle Howarth, Councilmember
Frank Millsap, Councilmember
Chance Lindsey, Councilmember
Cullen King, Councilmember

Michelle Lewis Sirianni, City Secretary

and all of said persons were present except ____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Ordinance entitled

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SACHSE, TEXAS, LIMITED TAX NOTE, SERIES 2021; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried with all members present voting "AYE" except the following:

NOES: ________ ABSTAIN: ________

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the official minutes of the Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting members of the Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

3. The Council has approved and hereby approves the aforesaid Ordinance; and the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED SEPTEMBER 7, 2021.

Michelle Lewis Sirianni, City Secretary City of Sachse, Texas	Mike J. Felix, Mayor City of Sachse, Texas

(City Seal)

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SACHSE, TEXAS, LIMITED TAX NOTE, SERIES 2021; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council (the "Council") of the City of Sachse, Texas (the "Issuer") hereby finds and determines that it is necessary, useful and appropriate for the Issuer's public purposes to authorize and provide for the issuance and sale of notes of the Issuer for the purposes hereinafter set forth, as authorized by Chapter 1431, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The tax note of the Issuer is hereby authorized to be issued and delivered in the aggregate principal amount of $1,845,000 for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with (1) the acquisition of equipment and vehicles for the fire department and emergency services department (collectively, the "Project") and (2) the costs of professional services and the costs of issuance of the Note.

SECTION 2. DESIGNATION, DATE, DENOMINATION, NUMBER, AND MATURITY AND INTEREST RATE OF NOTES.

(a) Each Note issued pursuant to this Ordinance shall be designated: "CITY OF SACHSE, TEXAS, LIMITED TAX NOTE, SERIES 2021," and initially there shall be issued, sold, and delivered hereunder one fully registered Note, without interest coupons, dated October 1, 2021, in the denomination and principal amount of $1,845,000, numbered R-1, with any Note issued in replacement thereof being in the denomination and principal amount hereinafter stated and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said Note (in each case, the "Registered Owner"). Principal of said Note shall be payable in installments on the dates and in the amounts stated in the FORM OF NOTE set forth in **Exhibit A** hereto. The Note shall bear interest, calculated on the basis of a 360-day year of twelve 30-day months, from the delivery date set forth in **Exhibit A** hereto (the "Delivery Date"), at the rate or rates set forth in **Exhibit A** hereto. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in **Exhibit A** hereto.

The term "Notes" as used in this Ordinance shall mean and include collectively the Note initially issued and delivered pursuant to this Ordinance and all substitute Notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

(b) The Notes shall be subject to redemption prior to maturity as set forth in the FORM OF NOTE attached hereto as **Exhibit A**.

SECTION 3. CHARACTERISTICS OF THE NOTES.

(a) Registration. The Issuer shall keep or cause to be kept at the principal corporate trust office of U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer and exchange of the Notes (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Notes to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of substitute Notes. Registration of assignments, transfers and exchanges of a Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTES set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

(b) Transfer and Exchange. Except as provided in Section 3(f) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel any Note surrendered for exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Note in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General (the "Attorney General") of the State of Texas (the "State") and registered by the Comptroller of Public Accounts of the State (the "Comptroller"). The Note may be transferred and registered in the name of the new registered owner in whole but not in part.

(c) Payment of Notes and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Notes, shall properly and accurately record all payments on the Notes on the Registration Books, and shall keep proper records of all exchanges of Notes, and all replacements of Notes, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owner thereof, (ii) may be prepaid or redeemed prior to its scheduled maturity, (iii) may be exchanged for another Notes, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Notes shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTES set forth in this Ordinance. The Notes initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTES.

(e) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Notes that at all times while the Notes are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Notes under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 20 days written notice to the Paying Agent/Registrar, to be effective not later than 15 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Notes. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Delivery Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Delivery of Initial Note. On the Delivery Date, one initial Note representing the entire principal amount of the Notes, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, and with the Delivery Date inserted thereon by the Paying Agent/Registrar, will be delivered to such Purchaser or its designee.

(h) Conditional Notice of Redemption. With respect to any optional redemption of the Notes, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

SECTION 4. FORM OF NOTES. The form of the Notes, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached to the Notes initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the FORM OF NOTES provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

SECTION 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking

Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Notes. All ad valorem taxes levied and collected for and on account of said Notes shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Notes is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Notes as such principal matures (but never less than 2% of the original amount of said Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Notes and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Notes are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, in order to preserve to the Registered Owner of the Notes a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing of a security interest in said pledge to occur.

SECTION 6. DEFEASANCE OF NOTES.

(a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem a Defeased Note that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Note for redemption; (2) gives notice of the reservation of that right to the Registered Owner of the Defeased Note immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Notes and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Notes, which currently includes the following: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

SECTION 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.

(a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such indemnity as may be reasonably required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Notes shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Notes, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Notes, the Paying Agent/Registrar shall charge the Registered Owner of such Notes with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Notes. In accordance with Section 1206.022, Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Notes without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Note issued in exchange for another Note.

SECTION 8. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION.

(a) The Mayor or Mayor Pro Tem of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General and its registration by the Comptroller. Upon registration of the Note, the Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's bond counsel may, at the option of the Issuer, be printed on the Notes issued and delivered under this Ordinance, but shall have no legal effect, and shall be solely for the convenience and information of the Registered Owner of the Notes.

(b) The obligation of the Purchaser to accept delivery of the Notes is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the Delivery Date. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Notes is hereby approved and confirmed.

(c) In accordance with the provisions of Section 1202.004, Texas Government Code in connection with the submission of the Notes to the Attorney General for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Notes, subject to a minimum of $750 and a maximum of $9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Notes. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Notes, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's bond counsel, for payment to the Attorney General in connection with his review of the Notes.

SECTION 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Notes or the Project (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the Project are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Notes or the Project (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with –

(A) proceeds of the Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148 1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Notes;

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Notes or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Notes in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the Notes are used for solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of

America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Notes. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the Mayor Pro Tem, the City Manager, the Director of Finance and the City Secretary of the Issuer, any one or more of said officials, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Project on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Notes. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 10. SALE OF NOTES. The Notes are hereby initially sold and shall be delivered to Key Government Finance, Inc. (the "Purchaser"), for cash for the par value thereof, pursuant to the purchase agreement dated the date of the final passage of this Ordinance which the Mayor and Mayor Pro Tem are each hereby authorized to execute and deliver. The Notes shall initially be registered in the name of the Purchaser. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

SECTION 11. FURTHER PROCEDURES. The Mayor, the Mayor Pro Tem, the City Manager, the Director of Finance and the City Secretary, individually or jointly, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Notes and the sale of the Notes. In addition, prior to the delivery of the Notes, the Mayor, the Mayor Pro Tem, the City Manager, the Director of Finance and the City Secretary are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document or (ii) as requested by the Attorney General or his representative to obtain the approval of the Notes by the Attorney General. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). Notwithstanding the foregoing, in consideration of the purchase of the Note by the Purchaser, for so long as the Purchaser is the holder of the Note, the Issuer shall provide to the Purchaser the following information: (i) within 270 days of the Issuer's fiscal year end, the Issuer's annual audited financial statements, including operating statistics; and (ii) other financial reports as the Purchaser may reasonably request. The Issuer, in its sole discretion, may (i) provide such information directly to the Purchaser or (ii) file such information on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA") at http://emma.msrb.org/.

SECTION 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Notes, including, but not limited to its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the Issuer.

(b) Payment Default Interest Rate. In the event of a default under Section 13(a)(i) above, the past due payment shall bear interest at the rate shown in the Form of Note in **Exhibit A** hereto plus 3% for any outstanding payments in default (the "Default Rate"). If such default is not cured within 90 after the due date of such payment, the entire principal amount of the Note shall bear interest at the Default Rate.

(c) Remedies for Default. Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the registered owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owner hereunder or any combination of such remedies.

(d) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Ordinance or the Notes shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of Notes authorized under this Ordinance, such registered owner agrees that the certifications contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Council.

SECTION 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners of Notes then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Notes, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Notes so as to:

(1) Make any change in the maturity of any of the outstanding Notes;

(2) Reduce the rate of interest borne by any of the outstanding Notes;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Notes;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Notes or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Notes necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Notes a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Notes then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Notes shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Note during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Notes then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Notes, the Issuer shall rely solely upon the registration of the ownership of such Notes on the Registration Books kept by the Paying Agent/Registrar.

(h) Notwithstanding any provision in this Section to the contrary, so long as there is only one Registered Owner, the consent of such Registered Owner shall be required for any amendment or supplement to this Ordinance.

SECTION 15. PROJECT FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund or account to be entitled the "Series 2021 Note Project Fund" (the "Project Fund") for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided, and to pay the costs of issuance of the Notes. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Notes (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

SECTION 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 17. INTEREST EARNINGS ON NOTE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with other Note proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Note proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Notes from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 18. APPROPRIATION. To pay the debt service coming due on the Notes prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

SECTION 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

<u>**Exhibit A**</u>

The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) <u>Form of Note</u>.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF SACHSE, TEXAS LIMITED TAX NOTE, SERIES 2021	PRINCIPAL AMOUNT $________

Interest Rate	Delivery Date	Maturity Date
0.83%	October 7, 2021	February 15, 2028

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE CITY OF SACHSE, in Dallas and Collin Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above (the "Registered Owner"), or registered assigns, the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the interest rate per annum set forth above or as adjusted below. The unpaid principal of this Note shall finally mature on February 15, 2028 (the "Maturity Date"), but shall be paid in installments on the February 15 in each of the years and in the amounts set forth in the table below:

Payment Date	Principal Amount
2022	$ 1,275,000
2023	95,000
2024	95,000
2025	95,000
2026	95,000
2027	95,000
2028	95,000

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on February 15, 2022, and on each August 15 and February 15 thereafter to the date of final maturity or redemption prior to maturity. The last principal installment of this Note shall be paid to the registered owner hereof upon presentation and surrender of this Note at final maturity, or upon the date fixed for its redemption prior to maturity, at the principal office of U.S. Bank National Association, Dallas, Texas, which is the "Paying Agent/Registrar" for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the registered owner hereof without presentation of this Note to the Paying Agent/Registrar on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Note (the "Note Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

UPON A DETERMINATION OF TAXABILITY (as defined below), interest on this Note shall accrue at the Taxable Rate (as defined below). In addition, the Issuer agrees to make immediately upon demand of the Registered Owner a payment to the Registered Owner sufficient to supplement prior payments of principal and interest on this Note that are taxable to the Taxable Rate. "Determination of Taxability" means any determination, decision, or decree made by the Commissioner or any District Director of the Internal Revenue Service, or by any court of competent jurisdiction, that the interest payable on this Note is includable in the gross income for federal income tax purposes of the owner thereof by virtue of the occurrence of any event, including any change in law, which results in interest payable on the Bonds becoming includable in the gross income of the owner thereof for federal income tax purposes. "Taxable Rate" means 1.05% per annum.

PAYMENTS OF PRINCIPAL AND INTEREST not paid when due shall bear interest at the rate of 3.00% above the interest rate then in effect with respect to this Note. In the event a payment of principal or interest is not made on or before 90 days of its due date, the rate of interest on all outstanding principal shall be at the rate of 3.00% above the interest rate then in effect with respect to this Note until the payment default has been cured, at which time the interest rate will revert back to the rate otherwise then in effect.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Note or upon redemption of this Note in whole at the option of the Issuer prior to final maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated October 1, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $1,845,000 for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with (1) the acquisition of equipment and vehicles for the fire department and emergency services department (collectively, the "Project") and (2) the costs of professional services and the costs of issuance of the Note.

THE ISSUER RESERVES THE RIGHT and option to redeem this Note before its scheduled maturity date, in whole, but not in part, on any date, such redemption date or dates to be fixed by the Issuer, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST THIRTY days prior to the date fixed for any redemption of Note or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Note to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Note. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Note or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Note or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Note shall be redeemed, a substitute Note having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $1,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Note Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE NOTE, unless certain prerequisites to such redemption required by the Note Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

THE NOTE is issuable solely as a fully registered Note, without interest coupons, in the principal denomination of any integral multiple of $1,000. As provided in the Note Ordinance, this Note may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of a fully registered Note, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $1,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of $1,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Note or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Note is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Note.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Note.

BY BECOMING the registered owner of this Note, the registered owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the City has caused this Note to be signed with the manual or facsimile signature of the Mayor of the City (or, in the absence of the Mayor, the Mayor Pro Tern) and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Note.

(signature)	(signature)
City Secretary	Mayor

(City Seal)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or in exchange for, a Note that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _______________

U.S. BANK NATIONAL ASSOCIATION,
Dallas, Texas
Paying Agent/Registrar

By: ______________________________
Authorized Representative

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

____

Transferee's Social Security or Taxpayer Identification Number:

____

Transferee's name and address, including zip code:

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints ________________________________, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _______________

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

____

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _________

I hereby certify that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this ____________________.

____

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

PREPAYMENT RECORD

Date of Payment	Principal Prepayment (amount and	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer

	installment(s) to which payment is applied)			

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	2. Consider an ordinance authorizing certain budget amendments pertaining to the fiscal year 2020-2021 budget.
Access	Public
Type	Action
Preferred Date	Sep 07, 2021
Recommended Action	Approve an ordinance authorizing certain budget amendments pertaining to the fiscal year 2020-2021 budget.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

Since approval of the Fiscal Year 2020-2021 Budget, several line items have been identified that require an increase to the overall spending authorized in the Budget.

OVERVIEW

General Fund

The proceeds from the sale of the old city hall property were booked to the General Fund after the end of the 2020 fiscal year, but those funds were identified for funding projects within the Capital Projects fund. The inter-fund transfers which are required to balance the funding sources within the Capital Projects Fund have to be booked as expenditures in the General Fund--$550,000 for the Community Center, $80,000 for repairs at Fire Station 2, and the remaining $132,500 for street projects.

Due to the high volume of building permits issued this year, there has been an increase in inspections performed by a third-party provider. The estimated shortfall for that line item is $200,000. Year-to-date revenue for Supplemental Building Permits totals $316,000.

Special Revenue Fund

Electrical improvements to the municipal campus were needed to support the holiday lighting display in 2020--the Special Revenue Fund had residual funds from a settlement with North Texas Cities Electric that were to be used for energy efficiency improvements--$21,423.

The funding source for Commons Park at The Station was Park Development Fees; this $246,400 expenditure was not included in the original FY 2020-2021 budget.

POLICY CONSIDERATIONS

According to Section 7.09 of the City Charter, "Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the city council may, by a majority vote of the full membership, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget."

RECOMMENDATION

Approve an ordinance of the City Council of Sachse, Texas ("City"), authorizing certain budget amendments pertaining to the fiscal year 2020-2021 Budget; and providing an effective date.

Budget Amendment FY 2020-2021.pdf (138 KB)

Ordinance Amending 2020-2021 Budget.pdf (64 KB)

BUDGET AMENDMENT FY 2020-2021

CITY COUNCIL

SEPTEMBER 7, 2021

PROCESS

- *Section 7.09 of the City Charter*
- *Must be approved by City Council prior to end of fiscal year*
- *Amendment must be by ordinance and shall become attachment to original budget*
- *Ratification of all amendments included in subsequent year budget ordinance*

GENERAL FUND

- Proceeds from the sale of old city hall were booked in the General Fund during FY 2019-2020.
- These funds were identified as the funding source for:
  - Community Center furniture and equipment--$550,000
  - Fire Station 2 repairs/drainage improvements--$80,000
  - Miscellaneous street projects--$132,500
- Inter-fund transfer is necessary to balance Capital Projects funding sources.

- Professional services line item in Development Services Department exceeds budget by roughly $200,000—there are offsetting revenues to cover this.

SPECIAL REVENUE FUND

- Two expenditures requiring the use of funds in the Special Revenue Fund were identified after the FY2020-2021 budget was adopted:
  - Electrical upgrades to the municipal campus needed for the drive-thru holiday lighting--$21,423 in energy efficiency improvement funds were expended.
  - Commons Park at The Station--$246,400 in Park Development Fees were expended.

SUMMARY

Fund	Expenditure Change
General	$962,500
Special Revenue	$267,823
TOTAL	$1,230,323

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY COUNCIL OF SACHSE, TEXAS ("CITY"), AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2020-2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2020-2021 Budget and submitted to the City council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the City Charter requirements of the City of Sachse, Texas, in the year 2020-2021, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

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

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

APPROVED:

____
Mike J. Felix
Mayor

DULY ENROLLED:

____
Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

____
Joseph J. Gorfida, Jr.
City Attorney
(PGS/05-13-13/61122)

EXHIBIT A

General Fund:

Expenditures:

01-015-55050	**Transfers Out-Capital Projects**	**Parks $**	**550,000.00**
01-020-55050	**Transfers Out-Capital Projects**	**Streets $**	**132,500.00**
01-024-55050	**Transfers Out-Capital Projects**	**Fire $**	**80,000.00**
01-018-53003	**Professional Services**	**Dev Svcs $**	**200,000.00**

Special Revenue Fund:

Expenditures:

05-010-54101	**Energy Efficiency Conservation**	**Gen Gov $**	**21,423.00**
05-015-55050	**Transfers Out-Capital Projects**	**Parks $**	**246,400.00**

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	3. Conduct a public hearing on the proposed 2021-2022 fiscal year budget.
Access	Public
Type	Discussion, Information
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

The City Manager's 2021-2022 Proposed Budget for citywide programs and services was presented to City Council on August 16, 2021. Budget information was distributed for City Council review and consideration. The proposed budget has been posted on the City website, and copies are on file with the City Secretary and at the Sachse Public Library for public inspection.

This item is to allow public input regarding proposed revenues and expenditures for fiscal year 2021-2022. The proposed budget revenues and expenditures can be amended by the City Council prior to adoption of the budget ordinance.

POLICY CONSIDERATIONS

The budget document sets the financial and operational direction of the City for the next fiscal year.

RECOMMENDATION

Conduct a public hearing on the proposed 2021-2022 fiscal year budget.

2021-2022 Notice of Public Hearing on Budget.pdf (79 KB)

NOTICE OF PUBLIC HEARING

CITY OF SACHSE

PROPOSED OPERATING BUDGET FISCAL YEAR 2021-2022

The City of Sachse will hold a Public Hearing on the proposed budget for the fiscal year 2021-2022 on **September 7, 2021 at 7:00 p.m.** at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas 75048.

This budget will raise more revenue from property taxes than last year's budget by an amount of $588,136, which is a 3.52 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $626,427.

The public is invited to attend and make comments. Please see www.cityofsachse.com for instructions on participating in virtual meetings. A copy of the proposed budget is on file with the City Secretary's Office located at 3815-B Sachse Road, Sachse, Texas 75048, and it is also available on the City of Sachse website www.cityofsachse.com.

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	4. Consider an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022.
Access	Public
Type	Action
Preferred Date	Sep 07, 2021
Fiscal Impact	No
Recommended Action	Approve and adopt the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

In accordance with Section 7.15 of the City Charter, the City held a public hearing on the proposed budget of programs and services for the ensuing year on September 7, 2021. The required "Notice of Public Hearing" was published. In accordance with Section 7.02 of the City Charter, the City Council shall, prior to the beginning of the next fiscal year, adopt the budget by a favorable majority of the full membership of the City Council. Final adoption of the budget by the City shall constitute the official appropriations as proposed by the City Manager for the fiscal year beginning October 1, 2021, and ending September 30, 2022. Additionally, the General Fund budget of programs and services shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year.

POLICY CONSIDERATIONS

This document sets the financial and operational direction of the City for the next year.

The proposed tax rate is $0.700734 per $100 assessed value. The proposed 21-22 Budgeted Expenditures are as follows:

General Fund	$21,503,823
Utility Fund	13,300,583
Debt Service Fund	7,092,318
Capital Projects Fund	1,950,000
Special Revenue Fund	935,500
Impact Fee Fund	1,300,000
Street Maintenance Tax Fund	530,000
Health Insurance Fund	1,762,965
Vehicle/Equipment Replacement Fund	2,035,334
Municipal Development District	1,449,000
Sachse Economic Development Corporation	627,204
TOTAL	**$52,486,727**

The total amount includes $8,429,364 in inter-fund transfers.

RECOMMENDATION

Approve an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022.

Ordinance Adopting Budget for Fiscal Year 2021-2022.pdf (229 KB)

NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of $0.700734 per $100 valuation has been proposed by the governing body of City of Sachse.

PROPOSED TAX RATE	$0.700734 per $100
NO-NEW-REVENUE TAX RATE	$0.700735 per $100
VOTER-APPROVAL TAX RATE	$0.787231 per $100

The no-new-revenue tax rate is the tax rate for the 2021 tax year that will raise the same amount of property tax revenue for City of Sachse from the same properties in both the 2020 tax year and the 2021 tax year.

The voter-approval rate is the highest tax rate that City of Sachse may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that City of Sachse is not proposing to increase property taxes for the 2021 tax year.

A PUBLIC MEETING TO VOTE ON THE PROPOSED TAX RATE WILL BE HELD ON September 7, 2021 AT 7:00 pm AT 3815-B Sachse Road, Sachse, TX 75048.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, City of Sachse is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City of Sachse of City of Sachse at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal: Mayor Mike Felix, Councilmember Brett Franks, Councilmember Michelle Howarth, Councilmember Frank Millsap, Councilmember Chance Lindsey, Councilmember Cullen King, Mayor Pro Tem Jeff Bickerstaff

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Sachse last year to the taxes proposed to be imposed on the average residence homestead by City of Sachse this year.

	2020	2021	Change
Total tax rate (per $100 of value)	$0.720000	$0.700734	decrease of $-0.019266, or -2.68%
Average homestead taxable value	$299,615	$312,968	increase of $13,353, or 4.46%
Tax on average homestead	$2,157.23	$2,193.07	increase of $35.84, or 1.66%
Total tax levy on all properties	$16,709,971	$17,298,107	increase of $588,136, or 3.52%

For assistance with tax calculations, please contact the tax assessor for City of Sachse at 214.653.7811, or visit www.dallascounty.org for more information.

ORDINANCE NO. _________

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, has been duly created by the financial office of the City of Sachse, Texas, in accordance with Chapter 102.002 of the Local Government Code; and

WHEREAS, as required by Section 7.02 of the City Charter, the City Manager has prepared and submitted to the City Council a proposed budget reflecting financial policies for the year and forecasting revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for the fiscal year beginning October 1, 2021, and ending September 30, 2022; and

WHEREAS, as required by Section 7.04 of the City Charter, the proposed budget has been filed with the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code and Section 7.04 of the City Charter; and

WHEREAS, a public hearing was held by the City in accordance with Chapter 102.006 of the Local Government Code and Section 7.05 of the City Charter, following due publication of notice thereof, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Sachse City Council that the 2021-2022 fiscal year budget as hereinafter set forth should be adopted.

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Sachse, Texas for the fiscal year beginning October 1, 2021, and ending September 30, 2022, as submitted to the City Council by the City Manager, attached hereto as Exhibit "A", be and the same is hereby adopted as the budget of the City of Sachse for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2021, and ending September 30, 2022, shall be made in accordance with the budget approved by this resolution unless otherwise authorized by a duly enacted resolution of the City of Sachse, Texas.

SECTION 3. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2020-2021 are hereby ratified, and the budget approval for fiscal year 2020-2021, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 4. 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 5. 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 6. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

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

APPROVED:

____
Mike J. Felix
Mayor

DULY ENROLLED:

____
Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

____
Peter G. Smith
City Attorney

City of Sachse
Budget Fiscal Year Beginning October 1, 2021
Exhibit "A"

Funds	**Operating Budget**	**Capital Budget**	**Proposed Budget**
General	21,503,823		21,503,823
Utility	11,482,648	1,817,935	13,300,583
Debt Service	7,092,318		7,092,318
Capital Projects Fund		1,950,000	1,950,000
Special Revenue	935,500		935,500
Impact Fee Fund		1,300,000	1,300,000
Street Maintenance Tax Fund		530,000	530,000
Health Insurance Fund	1,762,965		1,762,965
Vehicle/Equipment Replacement Fund		2,035,334	2,035,334
Municipal Development District		1,449,000	1,449,000
Economic Development Corporation	627,204		627,204
Total	$ 43,404,458	$ 9,082,269	$ 52,486,727

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	5. Consider an ordinance levying ad valorem taxes for the year 2021 (Fiscal Year 2021-2022) at a rate of $0.700734 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2021.
Access	Public
Type	Action
Preferred Date	Sep 07, 2021
Fiscal Impact	No
Recommended Action	Approve an ordinance levying ad valorem taxes for the year 2021 (Fiscal Year 2021-202) at a rate of $0.700734 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2021.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

The proposed rate is not greater than the no-new-revenue tax rate. This means that the City of Sachse is not proposing to increase property taxes for the 2021 tax year.

The tax rate consists of two components, the Debt Service (I&S) rate of $0.194207 which is unchanged from the previous year; and, the Maintenance & Operation (M&O) rate of $0.506527, which is $0.019266 lower than the previous year.

POLICY CONSIDERATIONS

There are no policy considerations affiliated this item.

RECOMMENDATION

Approve an ordinance levying ad valorem taxes for the year 2021 (Fiscal Year 2021-2022) at a rate of $.700734 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2021, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debts of the City of Sachse; providing for due and delinquent dates together with penalties and interest; providing a severability clause; providing a repealing clause; and providing an effective date.

08-26-21-COS-Mtg_Notice_Tax Rate-5x14 ROP.pdf (241 KB)

Ordinance Ad Valorem Taxes for Fiscal Year 2021-2022.pdf (137 KB)

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, LEVYING AD VALOREM TAXES FOR THE YEAR 2021 (FISCAL YEAR 2021-2022) AT A RATE OF $0.700734 PER ONE HUNDRED DOLLARS ($100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SACHSE AS OF JANUARY 1, 2021, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF SACHSE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. There is hereby levied for the tax year 2021 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Sachse, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of $0.700734 on each One Hundred Dollars ($100) assessed valuation of taxable property, and shall be, apportioned and distributed as follows:

(a) For the purpose of defraying the current expenditures of the municipal government of the City of Sachse, a tax of $0.506527 on each and every One Hundred Dollars ($100) assessed value on all taxable property; and

(b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Sachse, not otherwise provided for, a tax of $0.194207 on each One Hundred Dollars ($100) assessed value of taxable property within the City of Sachse, and shall be applied to the payment of interest and maturities of all such outstanding debt of the City.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2021, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2022. There shall be no discount for payment of taxes prior to February 1, 2022. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

(a) A penalty of six percent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

(b) Provided, however, a tax delinquent on July 1, 2022, incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2021 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2021 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2021 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The taxes are payable at the Dallas County Tax Office if the property is located in Dallas County; or, at the Collin County Tax Office if the property is located in Collin County.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 6. 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 forceand effect.

SECTION 7. 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 8. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

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

APPROVED:

____
Mike J. Felix
Mayor

DULY ENROLLED:

____
Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

____
Peter G. Smith
City Attorney

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	6. Consider amending Chapter 9 of the Sachse Code of Ordinances Section 9-4C regarding school zone speed limits.
Access	Public
Type	Action, Discussion, Information
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve as presented.

Public Content

BACKGROUND
The Garland Independent School District (GISD) has changed school release time to ten minutes later than in previous years. This has resulted in the necessity to modify the school zone activation length on Ben Davis Road, relative to Armstrong Elementary.

OVERVIEW
Currently, exact school zone activation times are specified within the code of ordinances. The ordinance is being modified to remove the exact time annotations, which will allow for adjustment of school zone activation timing as necessary to accommodate GISD or Wylie Independent School District (WISD) scheduling changes or changes in traffic or pedestrian patterns.

POLICY CONSIDERATIONS
There are no policy considerations affiliated with this item.

RECOMMENDATION
Staff recommends approval of the amended ordinance provisions.

Presentation - School Zone Ordinance Amendment.pdf (287 KB)

Ordinance Amending Chapter 9 Removing Times from School Zones.pdf (120 KB)

School Zone Ordinance

Section 9-4, C
Language Amendment

- For school year 2021/2022 GISD has modified release time - 10 min. later
- Existing ordinance specifies activation times at all school zone locations
- Proposed language allows flexibility to modify activation times without additional ordinance revisions
- Proposed language includes additional school zone in place but not included in ordinance
- Additional clean up language
- No change in speed requirement, enforceability or penalty

Honor

Integrity

SACHSE POLICE

Respect

Compassion

ORDINANCE NO. _________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 9 TITLED "TRAFFIC REGULATIONS" BY AMENDING SECTION 9-4 TITLED "SPEED LIMITS" BY AMENDING SUBSECTION 9-4C TITLED "SCHOOL ZONES" BY REMOVING EFFECTIVE TIME PERIODS FROM DESIGNATED SCHOOL ZONES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO HUNDRED ($200.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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 9 titled "Traffic Regulations", by amending Section 9-4 titled "Speed limits" by amending Subsection 9-4C titled "School zones", to read as follows:

"CHAPTER 9
TRAFFIC REGULATIONS

AMEND 9-4C AS FOLLOWS (9-4A AND 9-4B REMAIN THE SAME):

Sec. 9-4 Speed limits.

C. School zones.

(1) Authority of city council. The city council may establish school traffic zones on any street or highway or any portion of any street or highway within the corporate limits of the city.

(2) Prima facie maximum speed. When any school traffic zone has been established, it shall be unlawful for any person to operate a motor vehicle or any other vehicle in such zone at a speed greater than the posted speed. The prima facie maximum speed limit for operation of motor vehicles in school zones as defined herein shall be 20 miles per hour, any speed in excess thereof shall be prima facie evidence that such speed is not reasonable or prudent and that it is unlawful. The traffic engineer shall post or cause to be posted the appropriate street markings and/or warning signs as provided in this section.

(3) Designated streets. The following designated locations, measured from centerline of roadway to centerline of roadway, and areas are declared to be school zones and the maximum speed limit for all motor vehicles operated within such areas and locations and on such streets on school days shall be 20 miles per hour, when either a flashing warning

signal is in operation, or when appropriate signs are in place with the effective time periods posted. The designated locations shall be as follows:

(a) The portion of Creek Crossing Lane, both eastbound and westbound, that falls within the area from 200 feet east of its intersection with Woodbridge Parkway to a point 200 feet west of the most western driveway of the Cheri Cox Elementary School.

(b) The portion of Miles Road, both northbound and southbound, that falls within the area 2,395 feet north and 588 feet south of the intersection of Miles Road and Hudson Drive.

(c) The portion of Ben Davis Road, both northbound and southbound, that falls within the area 295 feet north of the intersection of Highridge Drive and Ben Davis Road then northbound and southbound to the intersection of Ben Davis Road and Bunker Hill Road, to include the Ben Davis Road extension.

(d) The portion of Woodbridge Parkway, both north and southbound that falls within the area 200 feet south of Creek Crossing to 200 feet north of Club House Drive.

(e) The portion of Bradford Estates Drive, both northbound and southbound, that falls within the area from its intersection with Creek Crossing Lane to a point 200 feet south of the intersection

(f) The portion of Magnolia Estates Court, both northbound and southbound, that falls within the area from its intersection with Creek Crossing Lane to a point 200 feet south of that intersection.

(g) The portion of Ranch Road, both eastbound and westbound, that falls within the area from 300 feet west of Woodcreek Way to a point 1,020 feet east of Woodcreek Way.

(h) The portion of Woodcreek Way, both northbound and southbound, that falls within the area from Ridge Glen Drive to Ranch Road.

(i) The portion of Hudson Drive, both eastbound and westbound, that falls within the area from a point 1,760 feet east of Miles Road to the intersection with Miles Road.

(j) The portion of Canyon Crest Drive, both eastbound and westbound, that falls within the area from a point 500 feet west of Woodcreek Way to a point 600 feet east of Woodcreek Way.

(k) The potion of Park Hill Trail, both northbound and southbound, that falls within the area from its intersection with Creek Crossing to a point 150 feet north of that intersection.

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 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 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 of the City of Sachse as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars ($200.00) for each 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:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(08-26-2021:FINAL TM 124464)

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	7. Discuss and consider a City of Sachse Quarantine Leave Policy.
Access	Public
Type	Action
Preferred Date	Aug 16, 2021
Recommended Action	Approve as presented.

Public Content

BACKGROUND
At the last City Council meeting, staff presented the Public Safety Quarantine Policy, affiliated with HB 2073 and in accordance with Chapter 180.008 of the Local Government Code. Upon conclusion of the item, Council requested that staff return with a Quarantine Leave policy that applies to all City of Sachse employees.

POLICY CONSIDERATIONS
This revised Quarantine Leave policy applies to all City of Sachse employees. It encompasses the requirements for a paid quarantine leave policy for public safety and meets the intent of HB 2073 and the requirements of Chapter 180.008.

RECOMMENDATION
Staff recommends accepting the City of Sachse Quarantine Leave Policy, as presented.

Presentation - Quarantine Leave Policy.pdf (75 KB)

FINAL - SICK LEAVE POLICY ADDENDUM.pdf (223 KB)

Quarantine and Sick Leave Policy Addendum

September 7, 2021

The City of SACHSE

Quarantine Leave Addendum

- House Bill 2073 passed on June 15, 2021, requiring the City to develop and implement a paid quarantine leave policy for public safety personnel.
- Sachse City Council approved this policy on August 16, 2021.
- Council asked Staff to develop a policy that addressed paid quarantine leave for all employees.
- Strategic Services worked with Human Resources to prepare a recommendation for Council to consider.

The City of
SACHSE

Quarantine Leave Addendum

Major points:

- Impacts all City employees not covered under Chapter 180.008 of the Local Government Code (Emergency Responders).
- Pertains to absence due to employee illness, care for a dependent (illness or no child care), or care for a close personal contact.
- Must provide documentation recommending quarantine or isolation.
- 80 hours for full-time employees; 40 hours for part-time employees.
- May use accrued sick then vacation leave when quarantine leave runs out. Does not overlap with other paid leave.
- Quarantine leave will not be paid out upon separation from the City and will not carry over to the next year.

Quarantine Leave Addendum

Next Steps:

- Discuss and accept the recommended Quarantine Leave Policy addendum.

CITY OF SACHSE PERSONNEL POLICIES AND PROCEDURES MANUAL
QUARANTINE AND SICK LEAVE POLICY ADDENDUM

The City of Sachse (the "City") continues to place the highest priority on the health, safety, and well-being of City staff and our residents while protecting the continuity of City services and essential functions. This quarantine and sick leave policy addendum ("Addendum") have been created to address the impacts caused by the COVID-19 (novel coronavirus) and its subsequent variants. Toward that end, and effective immediately, this Addendum shall apply retroactively to June 15, 2021 and will continue until December 31, 2021. This policy applies to both quarantine leave and sick leave related to COVID-19 (Hereinafter referred to as "Leave").

This Leave is only available for use until this Addendum terminates, at no time will it be paid out at employee's separation from the City, and it will not carry over to the next year. This Leave category is not available to employees who are furloughed, laid off, placed on unpaid administrative leave due to disciplinary concerns, or terminated. This Addendum applies to all City employees, including City temporary staff, and is subject to change at the sole discretion of the City Manager or designee at any time. This Addendum also does not apply to independent contractors or temporary staff working through temporary staffing agencies. This Addendum does not change the terms and conditions of employment.

DEFINITIONS
For the purposes of this Addendum, the following terms will be defined as below.

"Child" is defined in accordance with the City's Family and Medical Leave Act policy.

"City Manager" shall mean the City Manager or their designee.

"Emergency responders" shall include Sworn Fire, Sworn Police, Dispatchers, and Public Safety Officers; and if at any time the City Manager designates for business necessity or in a response to a declared emergency, shall further include public works personnel and persons with skills or training in operating specialized equipment or other skills needed to ensure continued operation of the city.

"Individual" shall include immediate family member as defined in this policy or someone who regularly resides in the employee's home or if the employee's relationship creates an expectation where the individual would depend on the employee for care, and the individual actually does depend on the employee to provide care during the quarantine or self-quarantine.

"Health care provider" is defined in accordance with the City's Family and Medical Leave Act policy.

“Regular full-time,” “regular part-time”, “temporary” employee categories are defined in accordance with the City’s Personnel Policies and Procedures manual.

“Emergency Medical Technician” is an individual who is:

a) certified as an emergency medical technician under Chapter 773, Health and Safety Code; and
b) employed by the City in a position requiring this certification.

“Fire Fighter” is a paid employee of the City’s fire department who:

a) holds a position within the City that requires substantial knowledge of firefighting;
b) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and
c) performs a function listed in Section 419.021(3)(C).

“Health Authority” is defined by Section 121.021, Health and Safety Code.

“Peace Officer” is an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the City.

QUARANTINE LEAVE (“Leave”)

Employees may be granted Leave in the below circumstances provided the employee is unable to report to work as regularly scheduled and/or has not been authorized to telecommute.

1. The employee has been advised by a health care provider to self-quarantine due to concerns related to or a diagnosis of COVID-19; or
2. The employee has been directed to self-quarantine by the Director of Human Resources or their designee; or
3. The employee is exhibiting symptoms of COVID-19 and is seeking a medical diagnosis; or
4. The employee is caring for an individual living within their own household who has been advised to self-quarantine due to COVID-19; or
5. Pursuant to Chapter 180.008 of the Local Government Code, the employee is an Emergency Responder (Fire Fighter, Peace Officer, or Emergency Medical Technicians) that must quarantine or isolate due to a possible or known exposure to a communicable disease while on duty; and
6. The employee is caring for their minor son or daughter if the child’s school (elementary or secondary) or place of care has been closed or the child care provider is unavailable due to COVID-19, and there is no other suitable person available to care for the child.

Quarantine Leave runs concurrently with any leave under the Family and Medical Leave Act that an employee may be eligible to receive.

CRITERIA TO QUALIFY FOR QUARTANTINE PAID LEAVE

To qualify for paid Leave, the employee must provide their name, date for which said paid leave is requested, the qualifying reason for the leave, and an oral or written statement that the employee is unable to work as regularly scheduled or request to telecommute due to the applicable criteria noted below. Any additional required information noted below must be included with the request.

Required Quarantine or Isolation of the Employee

- If the employee was directed to self-quarantine by the Director of Human Resources or their designee; or
- Pursuant to Chapter 180.008 of the Local Government Code, the employee is a Fire Fighter, Peace Officer, or Emergency Medical Technician that must quarantine or isolate due to a possible or known exposure to a communicable disease while on duty; or
- If the employee was advised by a health care provider to self-quarantine, in which case the employee must provide Human Resources with the name of the health care provider who provided the employee with the recommendation to self-quarantine; or
- If the employee is experiencing COVID-19 symptoms and is seeking or has sought a diagnosis from a health care provider who advised the employee to self-quarantine, in which case, the employee must provide Human Resources with a note including the date of the visit, the date the quarantine or isolation began, the expected duration of the quarantine or isolation, and the date(s) of any follow-up visit with the health care provider.

Care of a Quarantined or Isolated Individual with whom the Employee has a Close Personal Relationship

- The employee may be asked to provide Human Resources with documentation from the health care professional or entity that recommended or ordered the quarantine or isolation of the immediate family member.
- If requested, the note must include the date of the visit, the date the quarantine or isolation began, the expected duration of the quarantine or isolation; and the date(s) of any follow-up visit with the health care provider.

Care of Dependent Child Due to Child Care Provider Unavailability

- The name of the son or daughter being cared for; and
- The name of the school, place of care, or child care provider that has closed or become unavailable; and
- A written statement that no other suitable person is available to provide care for the son or daughter during the period for which the employee is utilizing Leave.

AMOUNT OF QUARANTINE PAID LEAVE

Once the criteria to qualify for paid Leave as listed above have been satisfied, the employee will be compensated for absences coded to QUARANTINE paid leave as follows:

- Up to eighty (80) hours for regular full-time employees.
- Up to forty (40) hours for part-time employees and/or employees whose hours are, on average, 40 hours in a two-week period.
- Those covered by Chapter 180.008 of the Local Government Code will receive paid quarantine leave for the duration of the leave.

Applicable employees on paid Quarantine Leave will continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the Leave. While on Quarantine Leave, the employee will not use any other paid leave type (vacation, sick, holiday, compensatory time). This paid leave is intended to compensate the employee up to normal hours for a pay period. It will not be used to provide hours above normal pay period or to count as hours worked for overtime calculation.

If Quarantine Leave is exhausted, and the employee has not been released to return to work by their healthcare provider, or has been directed by their department director or their designee or by the Director of Human Resources or their designee to self-quarantine and telecommuting is not feasible, the employee shall use their accrued sick leave for additional absences based on the employee's status in accordance with the City's Personnel Policies and Procedures Manual

Further, once an employee has exhausted their accrued sick leave, the employee shall use their accrued vacation leave. Upon the exhaustion of all accrued paid leave, the employee may be eligible for unpaid leave for a period of time if approved by their supervisor. **The supervisor must consult with the Director of Human Resources before authorizing additional leave at the exhaustion of an employee's Leave period.**

Quarantine Leave will not be paid for the same time an employee receives sick pay, holiday pay, bereavement pay, vacation/bonus time pay, or any other paid leave benefit. Unused Leave will not be paid out at the time of separation and does not carry over from one year to the next.

Any employee who misrepresents or falsifies the qualifying reason for Quarantine Leave or any information relating to said Leave (*e.g.*, symptoms, dates, test results, closure of child's school or availability of care provider, etc.), including leave of absence from work or request to telecommute, may be subject to disciplinary action, up to and including termination of employment.

RETURNING TO WORK FROM PAID QUARANTINE LEAVE

Before an employee will be permitted to return to work, he/she must complete and submit a Request to Return to Work form and receive confirmation of their return to work date from Human Resources. If the employee cannot access this form from home, he/she can contact Human Resources for assistance. ***When completing the Return to Work form, the employee must upload any test results and/or healthcare provider's note to the form – even if the documentation was sent previously***. Once the Return to Work form has been received, it will be reviewed by Human Resources and the employee will be notified of the date he/she can return to work. Human Resources will also notify the supervisor and department director when the employee is authorized to return to work.

NON-COVID-19 RELATED ILLNESSES

An employee who has symptoms of respiratory illness must stay home and not come to work until he/she are free of fever or any other symptoms for at least 24 hours without the use of fever-reducing or other symptom altering medicines (*e.g.*, cough suppressants). A fever is defined as a temperature of 100.4 degrees Fahrenheit or 38 degrees Celsius taken by an oral thermometer. Those with concerns or questions about their illness should contact their healthcare provider.

An employee absent from work for three (3) or more consecutive days due to illness should contact Human Resources to discuss eligibility for job protected leave under the Family and Medical Leave Act (FMLA). For non-COVID-19 illnesses or injuries, employees may use their accrued sick leave in accordance with the City’s Personnel Policies and Procedures Manual.

*This policy encompasses the Quarantine Leave Policy that was approved by City Council on August 16, 2021.

Agenda Item Details

Meeting	Sep 07, 2021 - City Council Combined Meeting
Category	G. Executive Session
Subject	1. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel - to discuss the resignation, employment, and duties for the City Secretary position.
Access	Public
Type	Closed Session

Public Content