Sachse TEXAS

Monday, March 2, 2020
Regular Combined City Council Meeting

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

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

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

A. 6:30 PM WORKSHOP MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Workshop Meeting on Monday, March 2, 2020 at 6:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074 Personnel: Regarding the mid-year review of the City Secretary.

3. The City Council will convene into Executive Session pursuant to the Texas Government Code, Section §551.087(1) Economic Development Negotiations: to deliberate regarding a business prospect that the City desires to have locate in the City: Project Dig.

4. Discussion of City Council meeting agenda items.

5. Adjournment.

B. 7:30 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, March 2, 2020 at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas 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. 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 February 17, 2020, combined meeting.

2. Accept the Quarterly Budget and Investment Reports for the quarter ended December 31, 2019.

3. Accept the monthly revenue and expenditure report for the period ending January 31, 2020.

4. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. Consider and act on parkland conveyance and development agreements between PMB Acquisitions, LLC and the City of Sachse and, Meritage Homes of Texas, LLC and the City of Sachse.

2. Review and discuss the potential Bond 2020 projects and public engagement plan.

G. Executive Session

1. The City Council will convene into Executive Session pursuant to the Texas Government Code, Section §551.087(1) Economic Development Negotiations: to deliberate regarding a business prospect that the City desires to have locate in the City: Project Dig. (Continue from Workshop if needed)

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 Lauren Rose, ADA Coordinator, via phone at 972.429.4770, via email at lrose@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

Sachse
TEXAS

Agenda Item Details

Meeting	Mar 02, 2020 - Regular Combined City Council Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074 Personnel: Regarding the mid-year review of the City Secretary.
Access	Public
Type	Closed Session

Public Content

BACKGROUND
The City Council conducts a performance review of the City Secretary every six months from the date of hire. The mid-year review is currently conducted in March, and the annual review is conducted in September.

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

RECOMMENDATION
Conduct Executive Session as appropriate.

Sachse TEXAS

Agenda Item Details

Meeting	Mar 02, 2020 - Regular Combined City Council Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	3. The City Council will convene into Executive Session pursuant to the Texas Government Code, Section §551.087(1) Economic Development Negotiations: to deliberate regarding a business prospect that the City desires to have locate in the City: Project Dig.
Access	Public
Type	Closed Session

Public Content

RECOMMENDATION
Conduct Executive Session as appropriate.

Sachse TEXAS

Agenda Item Details

Meeting	Mar 02, 2020 - Regular Combined City Council 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 February 17, 2020, combined meeting.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content

BACKGROUND
Minutes of the February 17, 2020, combined meeting.

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

RECOMMENDATION
Approve the minutes of the February 17, 2020, combined meeting.

02.17.20 Combined Meeting Minutes.pdf (44 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

FEBRUARY 17, 2020

The City Council of the City of Sachse held a regular meeting on Monday, February 17, 2020 at 6:30 p.m. at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Michelle Howarth, Councilmembers Brett Franks, Paul Watkins, Chance Lindsey, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Strategic Services Manager, Lauren Rose; Finance Director, Teresa Savage; IT Manager, Danny Wheeler; Parks and Recreation Director, Lance Whitworth; Public Works and CIP Director, Corey Nesbit; Development Services Director, Matt Robinson; Fire Chief, Marty Wade; Deputy Fire Chief, Lee Richardson; and Police Chief, Bryan Sylvester.

Mayor Felix opened the workshop meeting at 6:31 p.m.

IT SECURITY TRAINING: Receive IT Security Training.

Mrs. Nash stated that due to the passage of House Bill 3834 during the 86th Texas legislative session, local governments are required to complete a certified cybersecurity training annually.

Mr. Wheeler presented the training material provided by the Texas Municipal League (TML) to the City Council. The City Council completed the training as required.

PUBLIC WORKS HYDROEXCAVATOR: View the Public Works Hydroexcavator.

Mr. Nesbit stated the City Council approved the purchase of the truck last November and it is now available for them to view.

The City Council recessed to go view the piece of equipment.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 7:30 p.m.

Mayor Felix opened the regular meeting at 7:30 p.m.

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

OATH OF OFFICE: Administer the oath of office to newly elected Councilmember Chance Lindsey.

Mayor Felix administered the oath of office to Chance Lindsey.

A brief recess was taken to celebrate.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman Franks announced the upcoming Daddy/Daughter Dance on Friday, February 21, 2020 at the Michael J. Felix Community Center.

Mayor Pro Tem Howarth announced upcoming Library events.

Mayor Felix announced the upcoming Community Chat being held by the Police Department on Wednesday, February 19 at 6:30 p.m. in the Council Chambers as well as the Chamber Banquet on Tuesday, February 25.

CITIZENS INPUT:

Matthew Holboke, 5511 Oakridge Circle, asked if the City has a plan or timeframe on when streets such as Bailey Road will be repaired. Mrs. Nash replied that she would share the CIP list with Mr. Holboke.

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 the minutes of the February 3, 2020, combined meeting.

2. Approve the minutes of the February 11, 2020, special meeting.

Councilman Bickerstaff made a motion to approve the consent agenda items as presented. Councilman Watkins seconded that motion and the motion was unanimously approved.

REGULAR AGENDA ITEMS:

Receive and consider the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2019.

Mrs. Savage introduced Louis Breedlove, Senior Audit Manager for BrooksWatson, who performed the City's audit for fiscal year 2018-2019. Mr. Breedlove highlighted items within the CAFR, and provided an overview of the audit process, financial highlights, and the General Fund balance.

Councilman Watkins made a motion to receive the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2019 as presented. Councilman Lindsey seconded that motion and the motion was unanimously approved.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:10 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

Sachse TEXAS

Agenda Item Details

Meeting	Mar 02, 2020 - Regular Combined City Council 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 Quarterly Budget and Investment Reports for the quarter ended December 31, 2019.
Access	Public
Type	Action (Consent)
Preferred Date	Mar 02, 2020
Absolute Date	Mar 20, 2020
Fiscal Impact	No
Budgeted	No
Recommended Action	Accept the Quarterly Budget and Investment Reports for the quarter ended December 31, 2019.

Public Content

BACKGROUND

The Finance Department releases a quarterly report on the City's finances. The report is comprised of 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, the Municipal Development District and Sachse EDC, 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 December 31, 2019, was $57,698,801 in all funds. The average interest/yield on all investments was 1.57%, and investment earnings totaled $222,636.

General Fund revenues are 55% of budget and expenditures are at 23%, as of December 31, 2019. Utility Fund revenues are 23% of budget and expenditures are at 21%.

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 December 31, 2019.

Qtr 1 Budget Report FY20.pdf (747 KB)

1st Qtr Investment Report FY20.pdf (1,232 KB)

1st Quarter Budget Report (Unaudited)
As of December 31, 2019

The City of Sachse Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance, and reporting.

The Quarterly Budget Report complies with the City Charter's quarterly financial reporting requirement and is aimed at providing our users (internal and external), with a general awareness of the City's financial position.

Sachse TEXAS

Finance Department

TO: GINA NASH, CITY MANAGER
FROM: TERESA SAVAGE, FINANCE DIRECTOR
SUBJ: QUARTERLY BUDGET REPORT FOR 1ST QUARTER ENDING DECEMBER 31, 2019
DATE: MARCH 2, 2020
CC: MAYOR AND CITY COUNCIL

Attached is the 1st Quarter Budget Report for the 2019-2020 fiscal year. The fiscal year for the City of Sachse is October 1st through September 30th. 25%, of the fiscal year was complete as of the end of December 2019.

Overall, the City has received $17.7 million through the 1st quarter, representing 44% of budgeted revenues.

CITY-WIDE REVENUES			
Fund	***Budget***	***YTD***	***% Collected***
General Fund	$ 19,587,487	$ 10,762,527	54.95%
Utility Fund	13,308,042	2,999,512	22.54%
Debt Service	4,721,027	3,264,034	69.14%
Special Revenue	80,500	21,972	27.39%
Impact Fee	550,000	150,646	27.39%
Street Maint. Tax	388,500	115,758	29.80%
Health Insurance	1,642,433	410,606	25.00%
Total	$ 40,277,989	$ 17,725,055	44.01%

Year-to-date expenditures totaled $7.2 million for the 1st quarter, representing 18% of budgeted expenditures.

CITY-WIDE OPERATING EXPENDITURES			
Fund	***Budget***	***YTD***	***% Expended***
General Fund	$ 19,563,143	$ 4,578,061	23.40%
Utility Fund	11,071,360	2,277,007	20.57%
Debt Service	4,816,070	450	0.01%
Special Revenue	47,000	8,016	17.06%
Impact Fee	1,810,108	0	0.00%
Street Maint. Tax	305,000	0	0.00%
Health Insurance	1,624,280	360,257	22.18%
Total	$ 39,236,961	$ 7,223,791	18.41%

Revenue

- Through December, total General Fund revenues were $10,762,527 or 55% of expected collections. Total revenues increased $975,032 compared to the same period last fiscal year.
- Sales tax revenues through December are 29% of expected collections, at $472,182 collected.
- Franchise fees are at $443,228 or 25% of budget; a decrease from last year of $15,292.
- General Fund current ad valorem tax revenues are 70% collected at $8,822,490; a $728,162 increase over last fiscal year.
- Through December, collections for Licenses & Permits are a total of $134,095 or 23% of expected collections.
- Fees and Service Charges year-to-date as of December are $373,651 or 45% of budget. This is an increase of $118,344 compared to the same period last fiscal year.
- Court fine revenues finished December at $50,830 or 20% of anticipated collections.
- Through December, Utility Fund revenues totaled $2,999,512 or 23% of budget.
- Sales tax revenue in the Street Maintenance Tax Fund is $115,758 or 30% of expected collections for the current fiscal year.

Expenditures

- Through December, total General Fund expenditures are $4,578,061 or 23% expended; a decrease of $10,965 from the prior fiscal year.
- Utility Fund expenditures are $2,277,007 or 21% of budget; a decrease of $175,067 from prior fiscal year.
- Capital Project expenditures total $1,915,603 year-to-date, made up of $449,886 from the Utility Fund and $1,465,717 in the Capital Projects Fund.

Component Units

- Sales tax revenue in the Municipal Development District Fund is $107,777 or 30% of budget, an increase of $18,166 over the previous fiscal year.
- Sachse Economic Development Corporation had expenditures totaling $181,260 or 22% of budget; an increase of $39,165 over the prior year.

CITY OF SACHSE
REVENUE AND EXPENDITURE SUMMARY
AND CHANGES IN FUND BALANCE RESERVES
QUARTER ENDED 12/31/2019 - 25% 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	$ 19,587,487	$ 13,308,042	$ 4,721,027	$ 80,500	$ 550,000	$ 388,500	$ 1,642,433	$ 40,277,989
YTD Actual	10,762,527	2,999,512	3,264,034	21,972	150,646	115,758	410,606	17,725,055
Budget Remaining	$ 8,824,960	$ 10,308,530	$ 1,456,993	$ 58,528	$ 399,354	$ 272,742	$ 1,231,827	$ 22,552,934
% of Budget	54.95%	22.54%	69.14%	27.29%	27.39%	29.80%	25.00%	44.01%
Expenditures								
Budget	$ 19,563,143	$ 11,071,360	$ 4,816,070	$ 47,000	$ 1,810,108	$ 305,000	$ 1,624,280	$ 39,236,961
YTD Actual	4,578,061	2,277,007	450	8,016	-	-	360,257	7,223,791
Budget Remaining	$ 14,985,082	$ 8,794,353	$ 4,815,620	$ 38,984	$ 1,810,108	$ 305,000	$ 1,264,023	$ 32,013,170
% of Budget	23.40%	20.57%	0.01%	17.06%	0.00%	0.00%	22.18%	18.41%
Net Over/under	**$ 6,184,466**	**$ 722,505**	**$ 3,263,584**	**$ 13,955**	**$ 150,646**	**$ 115,758**	**$ 50,349**	**$ 10,501,265**

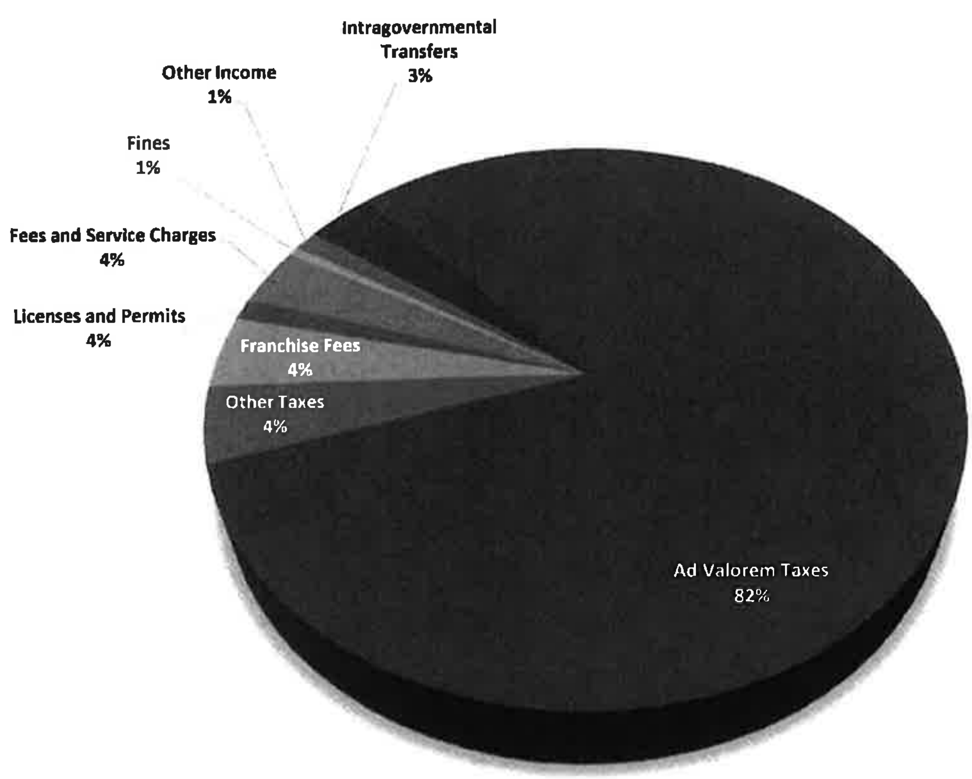
Revenue and Expenditure Summary

	General Fund	Utility Fund	Debt Service	Special Revenue	Impact Fee	Street Maint. Tax	Health Insurance
Revenue	10,762,527	2,999,512	3,264,034	21,972	150,646	115,758	410,606
Expenditures	4,578,061	2,277,007	450	8,016	-	-	360,257

CITY OF SACHSE
GENERAL FUND REVENUES
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
Ad Valorem Taxes	$ 12,019,803	$ 8,094,328	$ 12,586,210	$ 8,822,490	$ 3,763,720	70.10%
Other Taxes	1,508,000	421,147	1,633,000	472,182	1,160,818	28.91%
Franchise Fees	1,710,775	458,520	1,809,027	443,228	1,365,799	24.50%
Licenses and Permits	566,500	97,191	579,500	134,095	445,405	23.14%
Fees and Service Charges	709,600	255,307	833,000	373,651	459,349	44.86%
Fines	250,000	47,033	250,000	50,830	199,170	20.33%
Other Income	376,618	118,415	532,853	125,078	407,775	23.47%
Intragovernmental Transfers	1,182,205	295,551	1,363,897	340,974	1,022,923	25.00%
TOTAL REVENUES	**$ 18,323,501**	**$ 9,787,495**	**$ 19,587,487**	**$ 10,762,527**	**$ 8,824,960**	**54.95%**

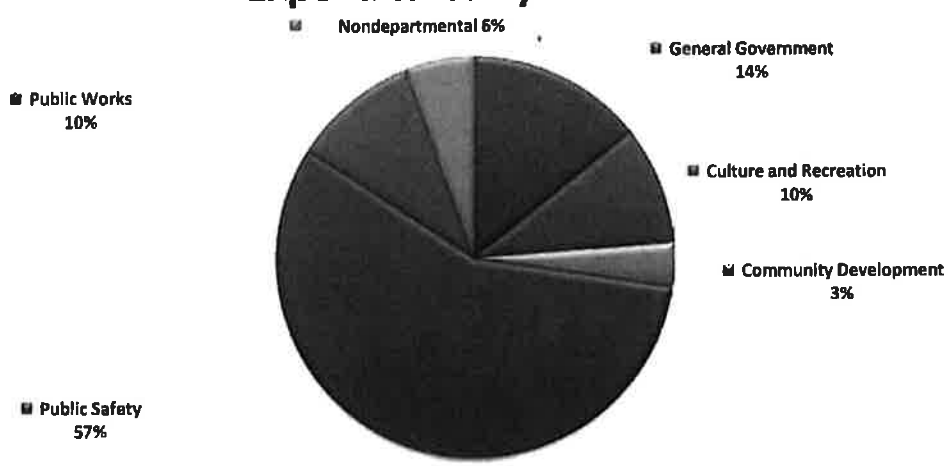
General Fund Revenue



CITY OF SACHSE
GENERAL FUND EXPENDITURES
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

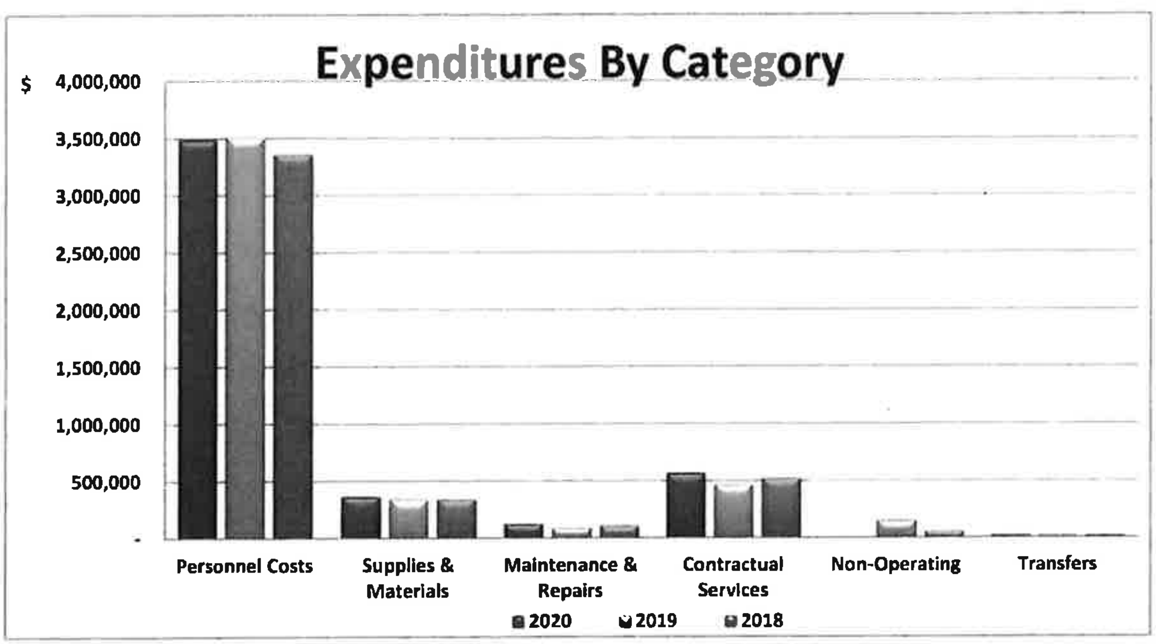
	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
General Government						
City Manager	$ 426,258	$ 124,369	$ 752,099	$ 163,886	$ 588,213	21.79%
City Secretary	193,198	47,068	192,702	80,285	112,417	41.66%
Human Resources	374,546	88,742	393,974	90,754	303,221	23.04%
Finance	592,461	167,392	684,177	155,512	528,665	22.73%
Municipal Court	236,104	52,027	242,307	53,134	189,173	21.93%
Information Technology	753,684	215,832	741,473	109,041	632,432	14.71%
	2,576,251	695,430	3,006,732	652,612	2,354,120	21.71%
Culture and Recreation						
Parks	1,224,007	256,804	889,139	234,804	654,335	26.41%
Senior Center Programs	167,466	34,069	175,778	31,089	144,689	17.69%
Library Services	468,323	121,485	520,532	112,726	407,806	21.66%
Recreation			433,578	60,316	373,262	13.91%
	1,859,796	412,359	2,019,027	438,935	1,580,092	21.74%
Public Safety						
Police	5,238,314	1,429,266	5,436,091	1,399,104	4,036,987	25.74%
Animal Services	232,199	59,658	236,067	56,821	179,246	24.07%
Fire and Ambulance	4,254,812	1,103,228	4,541,005	1,138,448	3,402,557	25.07%
	9,725,325	2,592,152	10,213,163	2,594,373	7,618,790	25.40%
Public Works						
Streets and Drainage	1,988,077	306,121	2,279,892	299,894	1,979,998	13.15%
Facilities Maintenance	522,749	107,145	568,276	105,475	462,801	18.56%
Engineering	272,381	38,927	347,000	67,816	279,184	19.54%
	2,783,207	452,193	3,195,168	473,185	2,721,983	14.81%
Development Services	908,890	202,319	721,743	160,601	561,142	22.25%
Non-Departmental	390,630	234,574	407,310	258,354	148,956	63.43%
TOTAL EXPENDITURES	**$ 18,244,099**	**$ 4,589,026**	**$ 19,563,143**	**$ 4,578,061**	**$ 14,985,082**	**23.40%**

Expenditures By Function



CITY OF SACHSE
GENERAL FUND EXPENDITURES BY CATEGORY
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

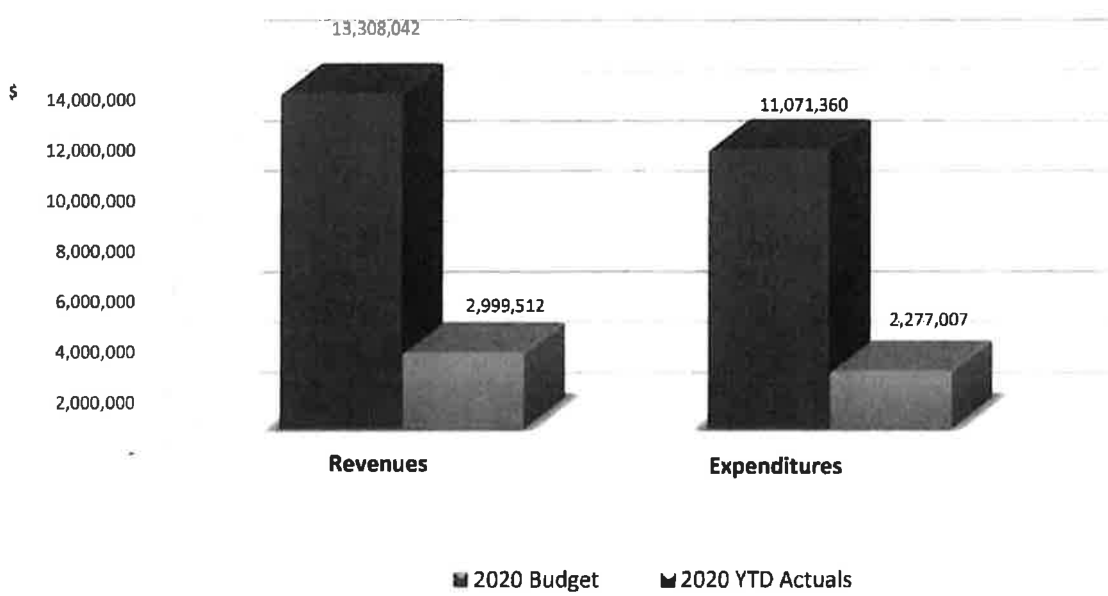
	FISCAL YEAR	BUDGET	YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
Personnel Costs	2020	$ 14,057,511	$ 3,491,991	$ 10,565,520	24.84%
	2019	13,100,849	3,513,061	9,587,788	26.82%
	2018	12,412,581	3,366,540	9,046,041	27.12%
Supplies and Materials	2020	1,558,119	369,345	1,188,774	23.70%
	2019	1,532,211	347,259	1,184,952	22.66%
	2018	1,530,902	347,011	1,183,891	22.67%
Maintenance and Repairs	2020	616,222	122,391	493,831	19.86%
	2019	610,545	87,975	522,570	14.41%
	2018	624,770	106,347	518,423	17.02%
Contractual Services	2020	1,581,848	571,599	1,010,249	36.13%
	2019	1,544,950	468,791	1,076,159	30.34%
	2018	1,457,957	528,287	929,670	36.23%
Non-Operating	2020	101,603	290	101,313	0.29%
	2019	264,751	150,171	114,580	56.72%
	2018	145,819	52,499	93,320	36.00%
Intragovernmental	2020	1,647,840	22,445	1,625,395	1.36%
Transfers	2019	1,190,793	21,769	1,169,024	1.83%
	2018	2,703,947	22,497	2,681,450	0.83%
TOTAL EXPENDITURES	2020	19,563,143	4,578,061	14,985,082	23.40%
	2019	18,244,099	4,589,026	13,655,073	25.15%
	2018	18,875,976	4,423,181	14,452,795	23.43%



CITY OF SACHSE
UTILITY FUND SUMMARY
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

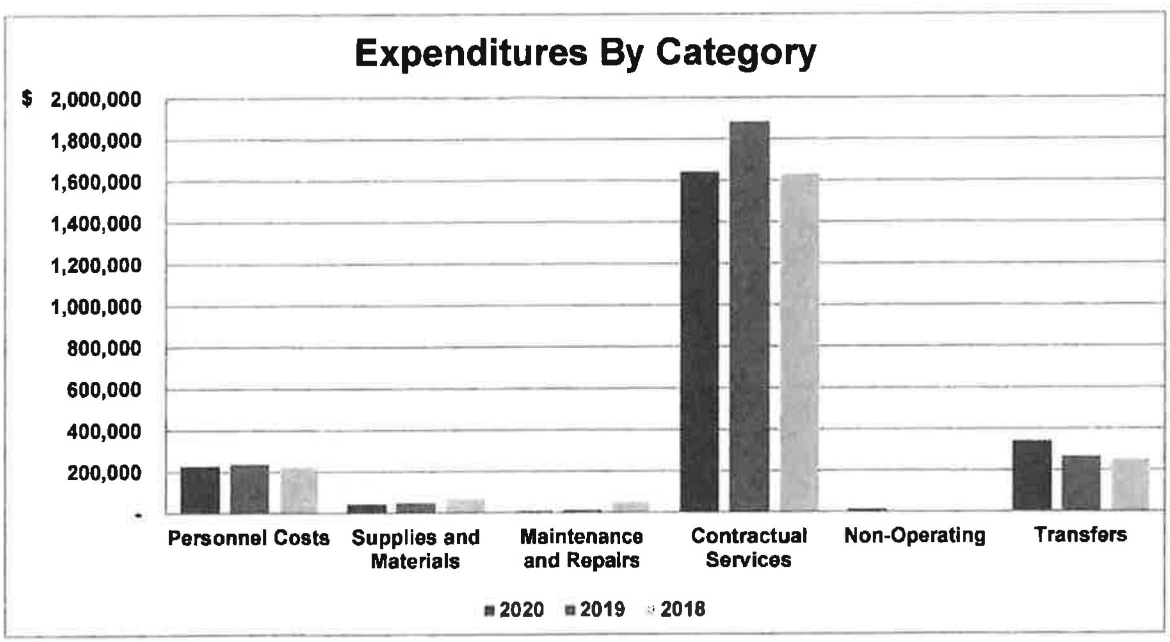
	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Water Revenue	$ 6,375,324	$ 1,473,951	$ 6,919,622	$ 1,589,969	$ 5,329,653	22.98%
Sewer Revenue	4,768,010	1,222,679	4,790,920	1,206,164	3,584,756	25.18%
Drainage Fee Revenue	204,000	52,175	210,000	52,568	157,432	25.03%
Fees and Service Charges	181,000	54,300	166,000	64,137	101,863	38.64%
Other Gov'ts & Sources	24,000	6,319	24,000	6,316	17,684	26.32%
Other Income	130,500	126,185	1,197,500	80,358	1,117,142	6.71%
TOTAL REVENUES	**$ 11,682,834**	**$ 2,935,609**	**$ 13,308,042**	**$ 2,999,512**	**$ 10,308,530**	**22.54%**
EXPENDITURES						
Utility Administration	$ 428,484	$ 72,548	$ 430,387	$ 92,319	$ 338,068	21.45%
Water Operations	6,194,850	1,380,868	6,135,858	1,444,335	4,691,523	23.54%
Sewer Operations	3,902,224	998,658	4,405,115	740,352	3,664,762	16.81%
Stormwater Drainage	255,000	-	100,000	-	100,000	0.00%
TOTAL EXPENDITURES	**$ 10,525,558**	**$ 2,452,074**	**$ 11,071,360**	**$ 2,277,007**	**$ 8,794,353**	**20.57%**

Utility Fund Revenues and Expenditures



CITY OF SACHSE
UTILITY FUND EXPENDITURES BY CATEGORY
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

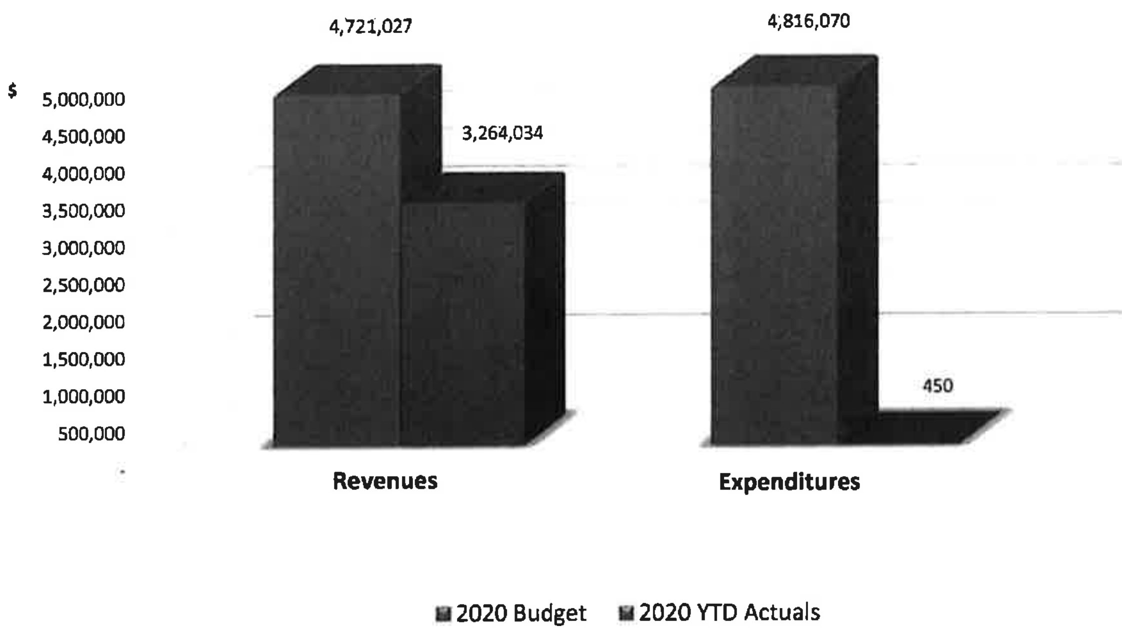
	FISCAL YEAR	BUDGET	YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
Personnel Costs	2020	$ 1,041,384	$ 228,530	$ 812,854	21.94%
	2019	865,344	237,973	627,371	27.50%
	2018	919,320	226,337	692,983	24.62%
Supplies and Materials	2020	273,026	44,461	228,565	16.28%
	2019	290,567	50,919	239,648	17.52%
	2018	256,976	69,294	187,682	26.97%
Maintenance and Repairs	2020	262,000	7,867	254,133	3.00%
	2019	161,000	12,493	148,507	7.76%
	2018	164,901	55,167	109,734	33.45%
Contractual Services	2020	7,170,427	1,641,590	5,528,837	22.89%
	2019	6,944,404	1,883,557	5,060,847	27.12%
	2018	6,524,943	1,633,417	4,891,526	25.03%
Non-Operating	2020	1,105,913	12,487	1,093,425	1.13%
	2019	1,195,713	-	1,195,713	0.00%
	2018	204,324	-	204,324	0.00%
Intragovernmental Transfers	2020	1,218,610	342,071	876,539	28.07%
	2019	1,068,530	267,133	801,397	25.00%
	2018	1,013,880	253,470	760,410	25.00%
TOTAL EXPENDITURES	2020	11,071,360	2,277,007	8,794,353	20.57%
	2019	10,525,558	2,452,074	8,073,484	23.30%
	2018	9,084,344	2,237,685	6,846,659	24.63%



CITY OF SACHSE
DEBT SERVICE FUND SUMMARY
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Ad Valorem Taxes	$ 4,474,801	$ 2,989,418	$ 4,713,027	$ 3,257,838	$ 1,455,189	69.12%
Other Income	1,000	2,041	8,000	6,196	1,804	77.45%
TOTAL REVENUES	$ 4,475,801	$ 2,991,459	$ 4,721,027	$ 3,264,034	$ 1,456,993	69.14%
EXPENDITURES						
Principal	$ 3,033,558	$ -	$ 3,105,000	$ -	$ 3,105,000	0.00%
Interest	1,430,051	-	1,708,070	-	1,708,070	0.00%
Agent Fees	3,000	450	3,000	450	2,550	15.00%
TOTAL EXPENDITURES	$ 4,466,609	$ 450	$ 4,816,070	$ 450	$ 4,815,620	0.01%

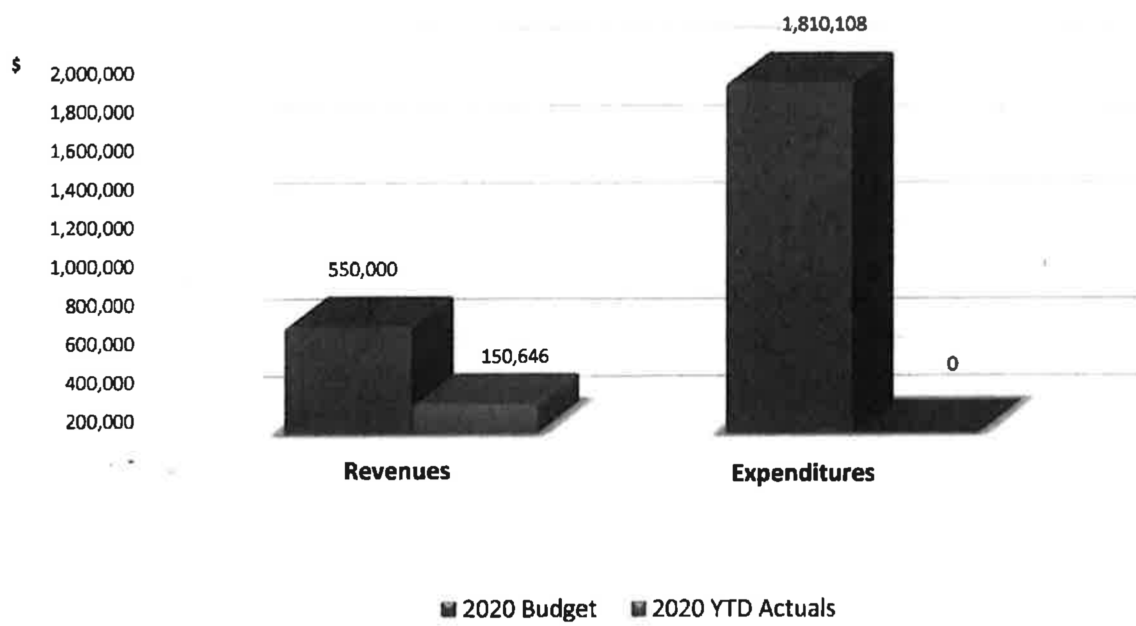
Debt Service Fund Revenues and Expenditures



CITY OF SACHSE
IMPACT FEE FUND SUMMARY
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Total Impact Fees	$ 525,000	$ 124,215	$ 525,000	$ 146,426 *	$ 378,574	27.89%
Other Income	21,000	16,464	25,000	4,220	20,780	16.88%
TOTAL REVENUES	**$ 546,000**	**$ 140,679**	**$ 550,000**	**$ 150,646**	**$ 399,354**	**27.39%**
EXPENDITURES						
Development Agreements	110,000					
Intergovermental	$ 780,000	$ -	$ 1,810,108	$ -	$ 1,810,108	0.00%
TOTAL EXPENDITURES	**$ 780,000**	**$ -**	**$ 1,810,108**	**$ -**	**$ 1,810,108**	**0.00%**

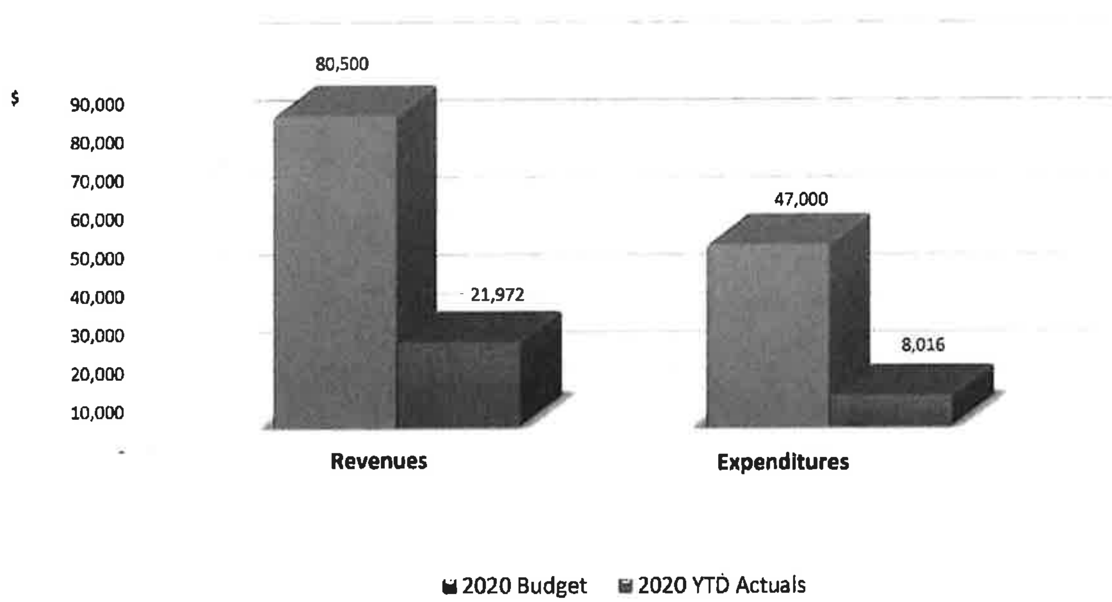
Impact Fee Fund Revenues and Expenditures



CITY OF SACHSE
SPECIAL REVENUE FUND SUMMARY
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Fees	$ 71,000	$ 12,507	$ 76,500	$ 16,571	$ 59,929	21.66%
Other Income	1,000	1,699	1,000	2,695	(1,695)	269.47%
Grants and Donations	3,100	9,170	3,000	2,706	294	0.00%
TOTAL REVENUES	**$ 75,100**	**$ 23,376**	**$ 80,500**	**$ 21,972**	**$ 58,528**	**27.29%**
EXPENDITURES						
City Manager	$ -	$ -	$ -	$ -	$ -	0.00%
Finance	-	-	-	-	-	0.00%
Municipal Court	18,000	-	11,000	6,866	4,134	62.42%
Parks and Recreation	-	-	-	-	-	0.00%
Senior Center Programs	8,400	4,445		-	-	#DIV/0!
Library	1,330	-	-	-	-	#DIV/0!
Police	23,000	-	26,000	1,150	24,850	4.42%
Animal Services	10,000	-	10,000	-	10,000	0.00%
Fire and Ambulance	9,660	-	-	-	-	
TOTAL EXPENDITURES	**$ 70,390**	**$ 4,445**	**$ 47,000**	**$ 8,016**	**$ 38,984**	**17.06%**

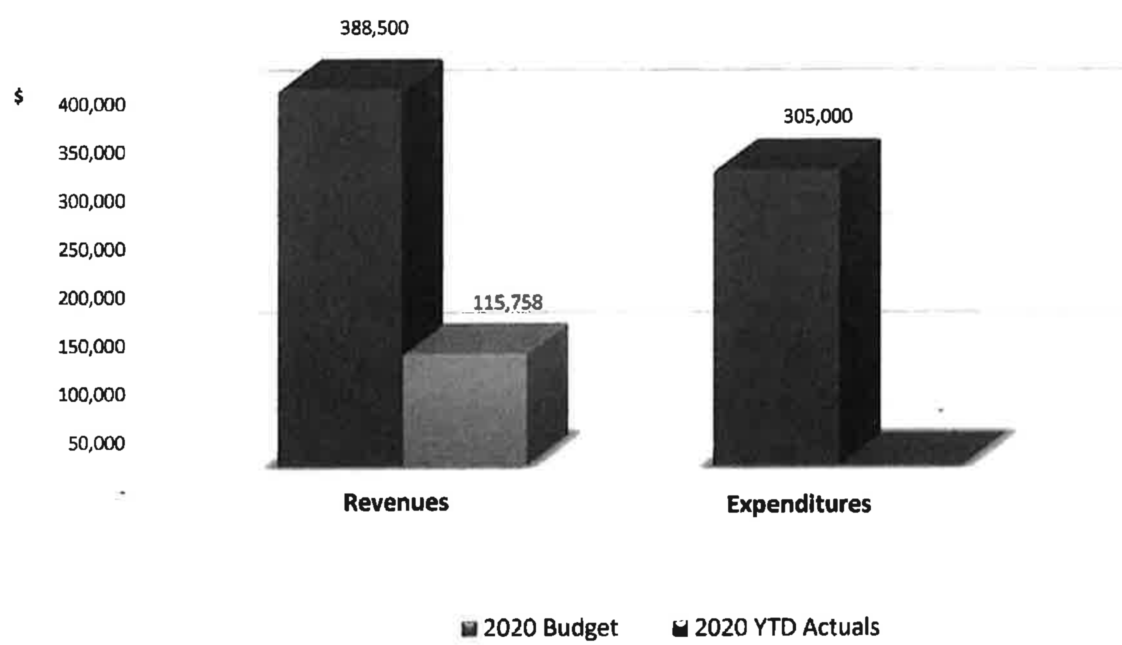
Special Revenue Fund Revenues and Expenditures



CITY OF SACHSE
STREET MAINTENANCE TAX FUND
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Sales Tax	$ 363,500	$ 102,945	$ 387,500	$ 115,758	$ 271,742	29.87%
Other Income	500	252	1,000	0	1,000	0.03%
TOTAL REVENUES	**$ 364,000**	**$ 103,197**	**$ 388,500**	**$ 115,758**	**$ 272,742**	**29.80%**
EXPENDITURES						
Street Maintenance	$ 596,000	$ 318,434	$ 305,000	$ -	$ 305,000	0.00%
TOTAL EXPENDITURES	**$ 596,000**	**$ 318,434**	**$ 305,000**	**$ -**	**$ 305,000**	**0.00%**

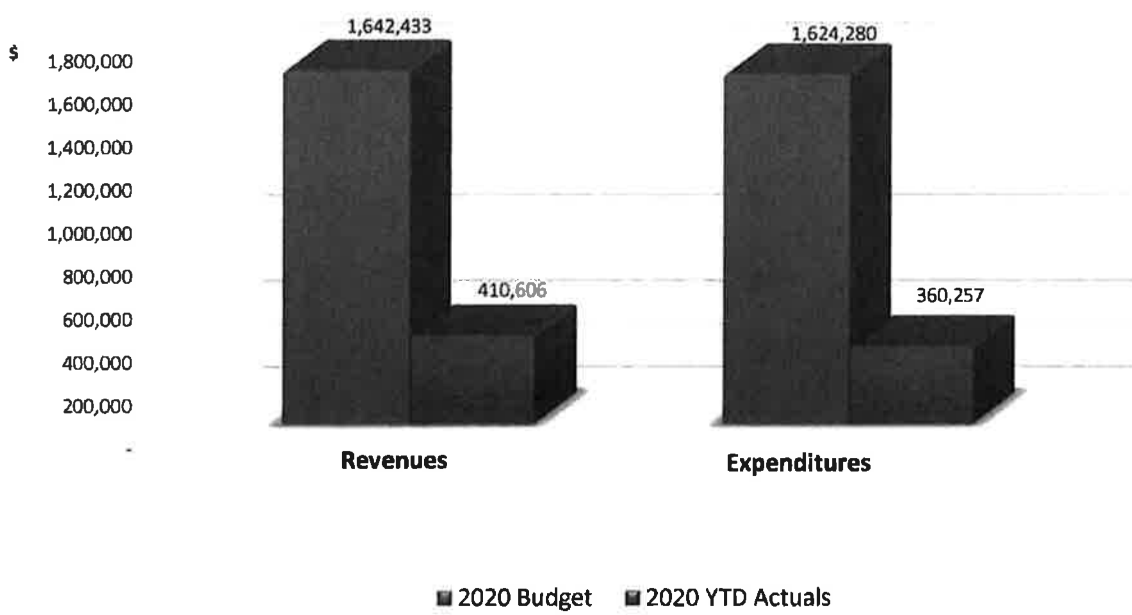
Street Maintenance Tax Fund Revenues and Expenditures



CITY OF SACHSE
HEALTH INSURANCE FUND SUMMARY
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Other Income						
Interest Income	750	319	1,000	248	752	24.77%
Other Income	$ 750	$ 319	$ 1,000	$ 248	$ 752	24.77%
Transfers In - General Fund	1,376,007	344,002	1,522,566	380,641	1,141,925	25.00%
Transfers In - Utility Fund	108,934	27,233	118,867	29,717	89,150	25.00%
TOTAL REVENUES	**$ 1,485,691**	**$ 371,555**	**$ 1,642,433**	**$ 410,606**	**$ 1,231,827**	**25.00%**
EXPENDITURES						
Health Insurance	$ 1,452,186	$ 319,888	$ 1,427,000	$ 323,363	$ 1,103,638	22.66%
Dental Insurance	45,614	10,666	52,500	11,143	41,357	21.23%
H.R.A. Deductible Reimb.	73,320	14,313	76,000	9,367	66,633	12.32%
H.S.A. Contribution	44,000	11,979	42,500	12,464	30,036	29.33%
Employee Assistance			3,780	532		
Life and LTD Insurance	20,637	1,672	22,500	3,388	19,112	15.06%
TOTAL EXPENDITURES	**$ 1,635,757**	**$ 358,518**	**$ 1,624,280**	**$ 360,257**	**$ 1,264,023**	**22.18%**

Health Insurance Fund Revenues and Expenditures



CITY OF SACHSE
CAPITAL PROJECT FUND SUMMARY*
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	PRIOR YEAR EXPENDITURES	FY 2020 YEAR-TO-DATE	PROJECT-TO-DATE
Merritt Rd Realignment	$ 504,478	$ 245,468	$ 749,947
Blackburn/Ingram Road	10,400	1,600	12,000
P25 Radio Upgrade	798,642	155,698	954,340
PMB-The Station	43,260	715	43,975
Sachse Road Widening	970,626	-	970,626
Sachse Community Center	5,373,926	1,062,235	6,436,161
	$ 7,701,333	$ 1,465,717	$ 9,167,049

*Includes projects funded by 2006 Bond, Roadway Impact Fees, Community Development Block Grant, Unobligation Capital Project Funds, and 2017A Certificates of Obligation.

CITY OF SACHSE
UTILITY FUND CAPITAL PROJECTS SUMMARY*
QUARTER ENDED 12/31/2019-25% OF YEAR COMPLETE (UNAUDITED)

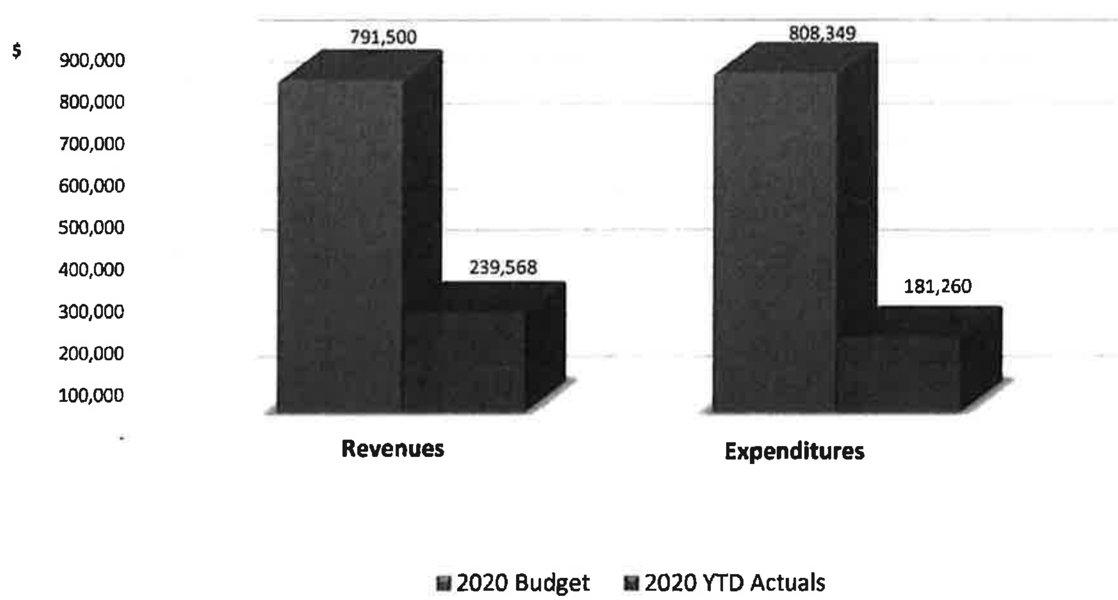
	PRIOR YEAR EXPENDITURES	FY 2020 YEAR-TO-DATE	PROJECT-TO-DATE
Murphy Road Water Line Relocation	$ 27,676		$ 27,676
Maxwell Creek Water Line Extension	20,689		20,689
Muddy Creek Trail	9,500		9,500
Elevated Storage Tank	2,812,379		2,812,379
PGBT Sanitary Sewer (Line C)	43,796		43,796
8-inch Water Line Williford, 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	86,126		86,126
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	26,525		26,525
Southeast Sewer Expansion	8,869,601	440,926	9,310,527
Anthony Lane Sewer Rehab	36,245	8,960	45,205
Easement north of Brookview Court	1,400		1,400
	$ 12,039,069	**$ 449,886**	**$ 12,488,955**

*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 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Sales Tax	$ 737,500	$ 205,818	$ 775,000	$ 231,435	$ 543,565	29.86%
Other Income	2,500	1,961	4,000	5,968	(1,968)	149.19%
Other Financing Sources	27,550	9,516	12,500	2,166	10,334	0.00%
TOTAL REVENUES	**$ 767,550**	**$ 217,295**	**$ 791,500**	**$ 239,568**	**$ 551,932**	**30.27%**
EXPENDITURES						
Personnel	$ 253,338	$ 61,826	$ 260,204	$ 58,940	$ 201,264	22.65%
Supplies and Materials	31,024	9,445	30,164	19,169	10,995	63.55%
Maintenance and Repairs	500	108	500	44	456	8.80%
Contractual Services	187,591	30,454	188,000	65,512	122,488	34.85%
Local Business Grant Program	181,055	11,844	184,194	1,272	182,922	0.69%
Operating Transfer Out - GF	113,675	28,419	145,287	36,322	108,965	25.00%
TOTAL EXPENDITURES	**$ 767,183**	**$ 142,095**	**$ 808,349**	**$ 181,260**	**$ 627,089**	**22.42%**

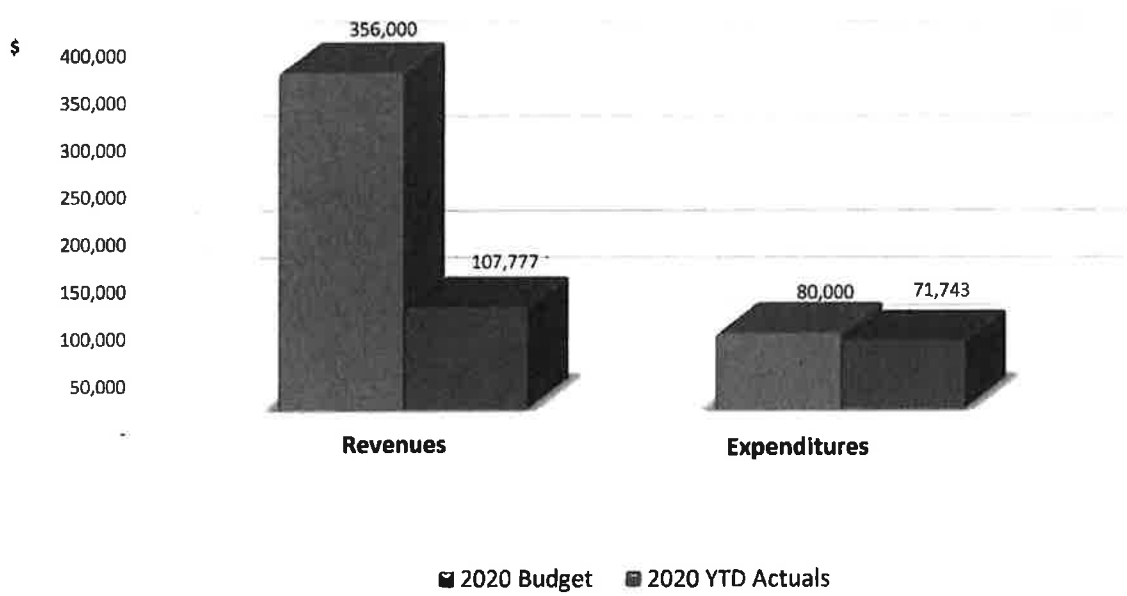
Sachse Economic Development Corporation Revenues and Expenditures



CITY OF SACHSE
MUNICIPAL DEVELOPMENT DISTRICT SUMMARY
QUARTER ENDED 12/31/2019 - 25% OF YEAR COMPLETE (UNAUDITED)

	FY 2019 BUDGET	FY 2019 YEAR-TO-DATE	FY 2020 BUDGET	FY 2020 YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
REVENUES						
Sales Tax	$ 350,000	$ 89,611	$ 355,000	$ 107,777	$ 247,223	30.36%
Interest Income	1,000	34	1,000	-	1,000	0.00%
TOTAL REVENUES	**$ 351,000**	**$ 89,645**	**$ 356,000**	**$ 107,777**	**$ 248,223**	**30.27%**
EXPENDITURES						
Park Repairs and Maintenance	140,000	-	-		-	
Professional Services	-	-	-	-	-	0.00%
Park Improvements	315,000	165		-	-	
Building Renovations	-	-	80,000	71,743	8,257	89.68%
TOTAL EXPENDITURES	**$ 455,000**	**$ 165**	**$ 80,000**	**$ 71,743**	**$ 8,257**	**89.68%**

Municipal Development District Revenues and Expenditures



Finance Department

Memo

To: **Gina Nash, City Manager**

From: Berna Fitzpatrick, Finance Manager

CC: Mayor and City Council

Date: February 20, 2020

Re: **Investment Report for period ending December 31, 2019**

Attached is the Quarterly Investment Report for the quarter ending December 31 of the fiscal year 2019-2020. 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 12/31/19	% Total	Total Investment
Money Market Account –ANB	.2%	11.96%	6,898,509
Money Market Account - BTH	1.78%	3.69%	2,130,945
Money Market Account – NexBank	1.80%	12.52%	7,224,640
Money Market Account 2017CO – NexBank	1.80%	6.38%	3,678,981
Money Market Account 2017ACO – NexBank	1.80%	6.96%	4,013,759
Money Market Account(EDC)-ANB	.2%	0.82%	472,855
Money Market Account (EDC) BTH	1.78%	.91%	527,523
Money Market Account (EDC)-NexBank	1.80%	1.20%	693.137
Investment Pool – Tex Pool	1.62%	39.82%	22,976,096
Investment Pool – 2019 Tax Notes	1.62%	3.53%	2,038,741
Investment Pool – 2017ACO-TexPool	1.62%	3.35%	1,931,641
CD-Southside 0750	1.82%	1.68%	1,003,042
CD-Southside 0742	1.82%	1.68%	1,002,942
CD-–Legacy Bank 6376	2.90%	2.19%	1,053,981
CD—Bank OZK 883	2.77%	4.27%	2,052,009
Total Invested City Funds:		100.0%	**$57,698,801**

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 December 31 was $222,636.**

Citywide cash and investments for the period ending December 31 was $57,698,801. Of this amount, $1,693,515 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.

Re: **Investment Report for period ending December 31, 2019**

97% 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 1.57%; weighted average maturity of 12 days. The Texpool Prime Fund interest rate was 1.8321% and the Texpool interest rate was 1.62% at December 31, 2019. The rolling three-month Treasury yield was 1.60% with the rolling six-month Treasury yield at 1.78%.

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2019

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

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	September 30, 2019 Book Value	September 30, 2019 Market Value	December 31, 2019 Book Value	December 31, 2019 Market Value	Ave. Yield
Bank/Pool	$ 37,393,594	$ 37,393,594	$ 52,586,827	$ 52,586,827	1.48%
CDs/Securities	10,289,408	10,289,408	5,111,974	5,111,974	2.43%
Totals	**$ 47,683,001**	**$ 47,683,001**	**$ 57,698,801**	**$ 57,698,801**	

Current Quarter Average Yield *(1)*	
Total Portfolio	1.57%
Weighted Average Maturity	12 days
Rolling Three Month Treasury	1.60%
Rolling Six Month Treasury	1.78%
TexPool	1.62%

Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	1.57%
Rolling Three Month Treasury	1.60%
Rolling Six Month Treasury	1.78%
TexPool	1.62%

Interest Earnings

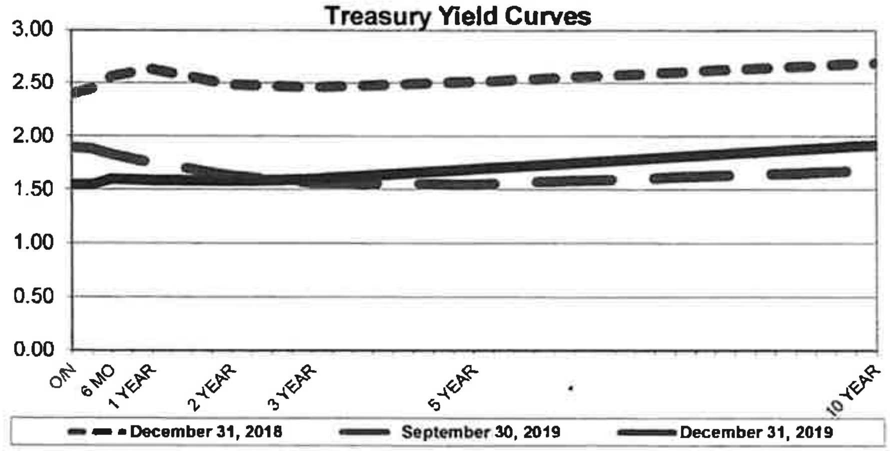
	City	EDC
Interest Earnings QTR	$ 216,668	$ 5,968
Interest Earnings YTD	$ 216,668	$ 5,968

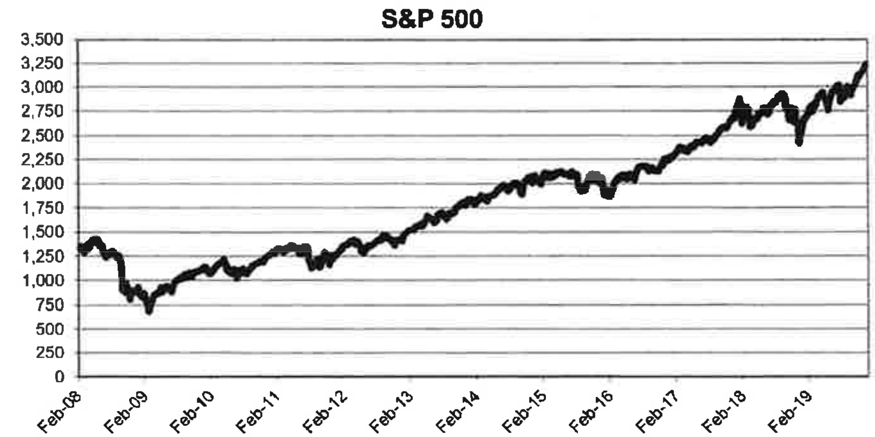
(1) Current Quarter Weighted Average Yield - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis; realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool,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

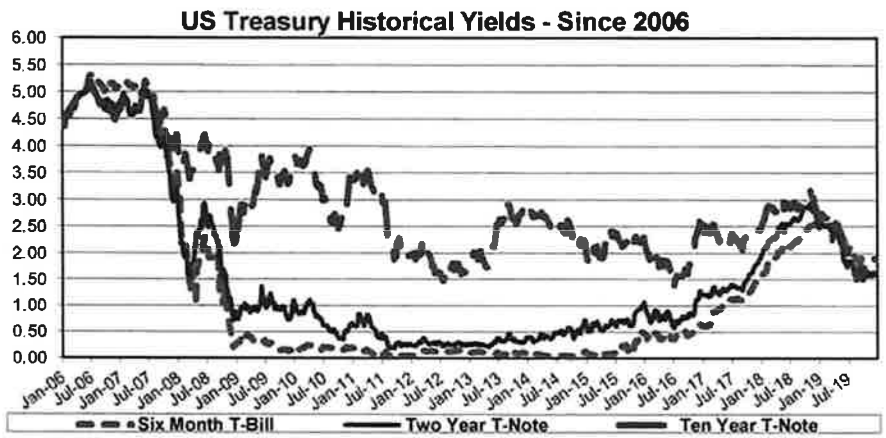
Economic Overview

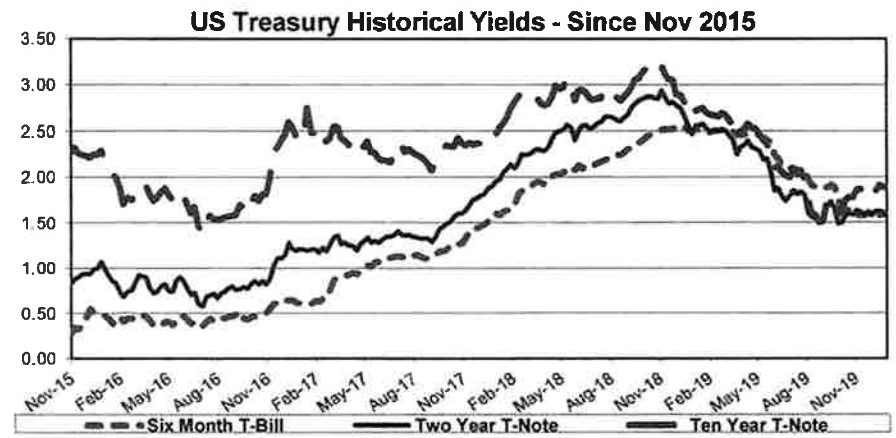
12/31/2019

The Federal Open Market Committee (FOMC) held the Fed Funds target range at 1.50% - 1.75% (Effective Fed Funds are trading +/-1.55%). The Futures Market has reduced the probability of additional decreases until late summer/early fall 2020. Middle East turmoil had bumped crude oil over $60, but it has retreated back below. December Non Farm Payroll rose 145,000 resulting is a three month moving average of 185,000. The Unemployed level remained at 3.5%. The Stock Markets remain at or near historic highs. Consumer spending has improved. Housing shows signs of growth. Overall economic activity remains positive, 3rd Quarter GDP was confirmed at 2.1%. The British are moving forward with Brexit. Several trade agreements are also progressing (China, North America, Japan). The Yield Curve shifted to slightly positive.







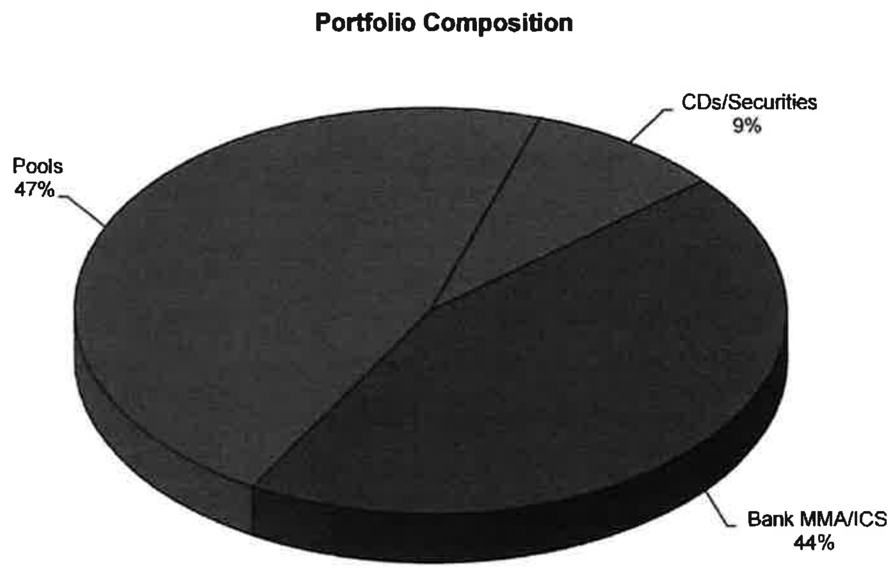


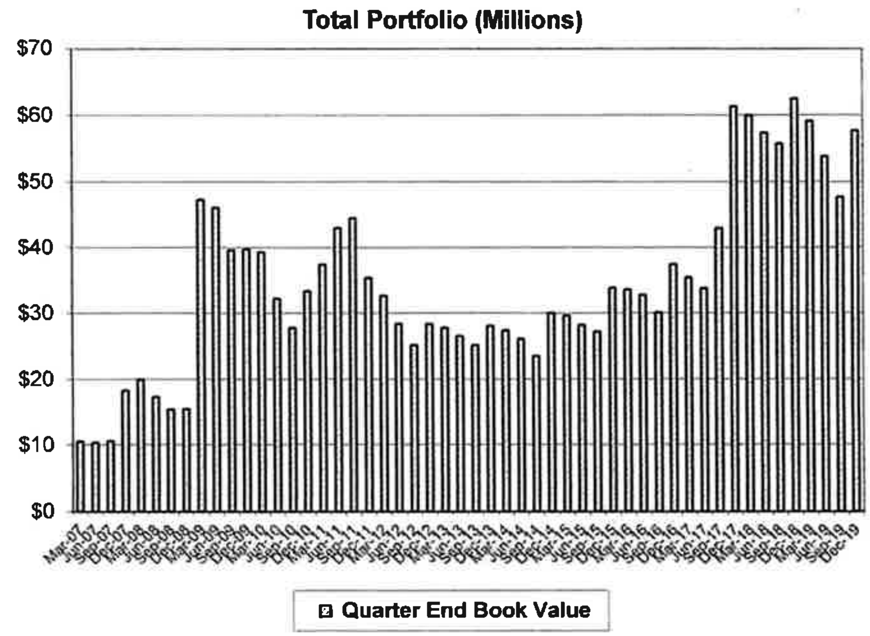
Investment Holdings
December 31, 2019

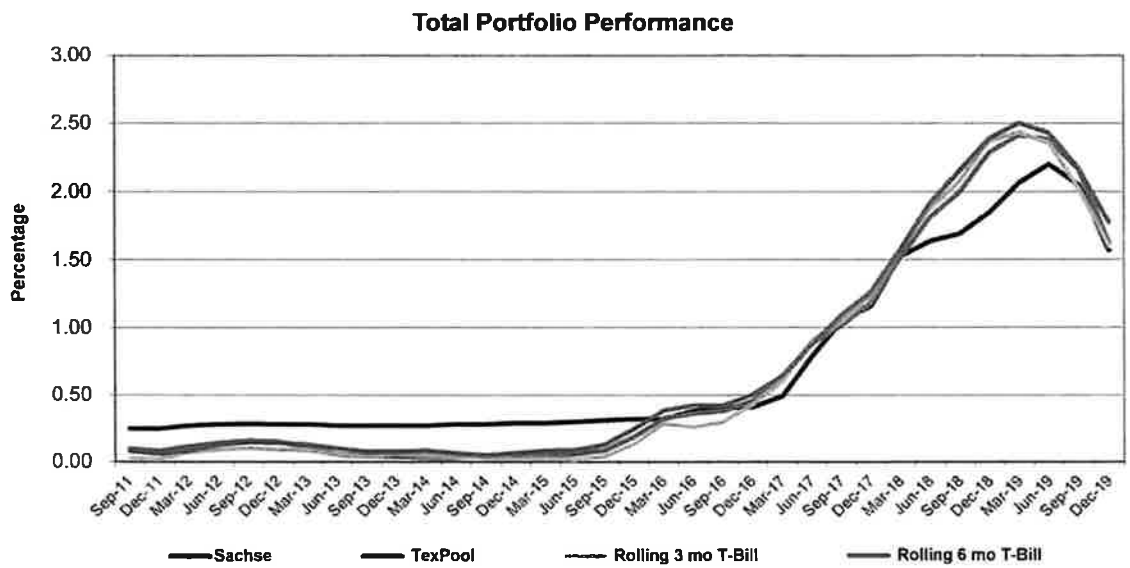
Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face\ Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
ANB MMA		0.20%	01/01/20	12/31/19	$ 7,371,363	$ 7,371,363	1.00	$ 7,371,363	1	0.20%
BTH Bank ICS		1.78%	01/01/20	12/31/19	2,658,468	2,658,468	1.00	2,658,468	1	1.78%
NexBank ICS		1.80%	01/01/20	12/31/19	15,610,517	15,610,517	1.00	15,610,517	1	1.80%
TexPool	AAAm	1.62%	01/01/20	12/31/19	26,946,478	26,946,478	1.00	26,946,478	1	1.62%
BankOZK CDARS 0883		2.77%	01/24/20	01/24/19	2,052,009	2,052,009	100.00	2,052,009	24	2.77%
LegacyTexas Bank CD 6376		2.90%	01/25/20	10/23/18	1,053,981	1,053,981	100.00	1,053,981	25	2.90%
Southside Bank CD 0750		1.82%	10/17/20	10/17/19	1,003,042	1,003,042	100.00	1,003,042	291	1.83%
Southside Bank CD 0742		1.82%	10/17/20	10/17/19	1,002,942	1,002,942	100.00	1,002,942	291	1.83%
					$ 57,698,801	$ 57,698,801		$ 57,698,801	12	1.57%
									(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
CDs/Securities
9%
Pools
47%
Bank MMA/ICS
44%


Total Portfolio (Millions)
$70
$60
$50
$40
$30
$20
$10
$0
Quarter End Book Value


Total Portfolio Performance
3.00
2.50
2.00
1.50
1.00
0.50
0.00
Percentage
Sep-11
Dec-11
Mar-12
Jun-12
Sep-12
Dec-12
Mar-13
Jun-13
Sep-13
Dec-13
Mar-14
Jun-14
Sep-14
Dec-14
Mar-15
Jun-15
Sep-15
Dec-15
Mar-16
Jun-16
Sep-16
Dec-16
Mar-17
Jun-17
Sep-17
Dec-17
Mar-18
Jun-18
Sep-18
Dec-18
Mar-19
Jun-19
Sep-19
Dec-19
Sachse
TexPool
Rolling 3 mo T-Bill
Rolling 6 mo T-Bill

Book Value Comparison

Description	Coupon/ Discount	Maturity Date	September 30, 2019 Original Face/Par Value	September 30, 2019 Book Value	Purchases/ Accretions	Amortizations/ Sales/Maturities	December 31, 2019 Original Face/Par Value	December 31, 2019 Book Value
ANB MMA	0.20%	01/01/20	$ 4,909,400	$ 4,909,400	$ 2,461,963	$ –	$ 7,371,363	$ 7,371,363
BTH Bank ICS	1.78%	01/01/20	2,645,287	2,645,287	13,181		2,658,468	2,658,468
NexBank ICS	1.80%	01/01/20	11,541,071	11,541,071	4,069,446		15,610,517	15,610,517
TexPool	1.62%	01/01/20	18,297,835	18,297,835	8,648,643		26,946,478	26,946,478
East West Bank CD 9307	2.71%	10/15/19	1,019,415	1,019,415		(1,019,415)	–	–
Landmark Bank CD 7123	1.81%	10/19/19	5,159,331	5,159,331		(5,159,331)	–	–
LegacyTexas Bank CD 6370	2.84%	10/23/19	1,026,377	1,026,377		(1,026,377)	–	–
BankOZK CDARS 0883	2.77%	01/24/20	2,037,887	2,037,887	14,122		2,052,009	2,052,009
LegacyTexas Bank CD 6376	2.90%	01/25/20	1,046,398	1,046,398	7,584		1,053,981	1,053,981
Southside Bank CD 0750	1.82%	10/17/20	–	–	1,003,042		1,003,042	1,003,042
Southside Bank CD 0742	1.82%	10/17/20	–	–	1,002,942		1,002,942	1,002,942
TOTAL			$ 47,683,001	$ 47,683,001	$ 17,220,923	$ (7,205,123)	$ 57,698,801	$ 57,698,801

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	September 30, 2019 Original Face/Par Value	September 30, 2019 Market Value	Qtr to Qtr Change	December 31, 2019 Original Face/Par Value	December 31, 2019 Market Value
ANB MMA	0.20%	01/01/20	$ 4,909,400	$ 4,909,400	$ 2,461,963	$ 7,371,363	$ 7,371,363
BTH Bank ICS	1.78%	01/01/20	2,645,287	2,645,287	13,181	2,658,468	2,658,468
NexBank ICS	1.80%	01/01/20	11,541,071	11,541,071	4,069,446	15,610,517	15,610,517
TexPool	1.62%	01/01/20	18,297,835	18,297,835	8,648,643	26,946,478	26,946,478
East West Bank CD 9307	2.71%	10/15/19	1,019,415	1,019,415	(1,019,415)	–	–
Landmark Bank CD 7123	1.81%	10/19/19	5,159,331	5,159,331	(5,159,331)	–	–
LegacyTexas Bank CD 6370	2.84%	10/23/19	1,026,377	1,026,377	(1,026,377)	–	–
BankOZK CDARS 0883	2.77%	01/24/20	2,037,887	2,037,887	14,122	2,052,009	2,052,009
LegacyTexas Bank CD 6376	2.90%	01/25/20	1,046,398	1,046,398	7,584	1,053,981	1,053,981
Southside Bank CD 0750	1.82%	10/17/20	–	–	1,003,042	1,003,042	1,003,042
Southside Bank CD 0742	1.82%	10/17/20	–	–	1,002,942	1,002,942	1,002,942
TOTAL			$ 47,683,001	$ 47,683,001	$ 10,015,800	$ 57,698,801	$ 57,698,801

Allocation

December 31, 2019

Book & Market Value	**Total**	**GO I&S**	**General Fund**	**W/S Restricted**	**W/S Operations**	**Capital Project**	**2009 GO Bonds**
ANB MMA	$ 7,371,363	$ 903,924	$ 2,143,666	$ 251,435	$ 426,472	$ 390,736	$ 469,110
BTH Bank ICS	2,658,468	15,110	65,443	–	1,207,316	261	313
NexBank ICS	15,610,517	2,159,015	3,381,824	–	449,886	–	–
TexPool	26,946,478	1,016,843	7,541,083	–	8,555,355	1,633,585	1,961,249
BankOZK CDARS 0883	2,052,009	–	2,052,009	–	–	–	–
LegacyTexas Bank CD 6376	1,053,981	–	–	–	1,053,981	–	–
Southside Bank CD 0750	1,003,042	–	–	–	1,003,042	–	–
Southside Bank CD 0742	1,002,942	–	1,002,942	–	–	–	–
Totals	**$ 57,698,801**	**$ 4,094,890**	**$ 16,186,968**	**$ 251,435**	**$ 12,696,052**	**$ 2,024,582**	**$ 2,430,672**

Allocation (continued)

December 31, 2019

Book & Market Value	**2017 CO**	**2017A CO**	**2019 Tax Notes**	**Restricted Park Develop,**	**Restricted General**	**Restricted Water Impact**	**Restricted Sewer Impact**	**Restricted Roadway**
ANB MMA	$ –	$ –	$ –	$ 182,773	$ 117,340	$ 74,241	$ 175,900	$ 45,932
BTH Bank ICS	–	–	–	267,159	167,669	89,673	212,465	55,480
NexBank ICS	3,678,981	4,013,759	–	92,530	58,072	271,643	643,610	168,062
TexPool	–	1,931,641	2,038,741	246,028	154,407	468,290	1,109,532	289,725
BankOZK CDARS 0883	–	–	–	–	–	–	–	–
LegacyTexas Bank CD 6376	–	–	–	–	–	–	–	–
Southside Bank CD 0750	–	–	–	–	–	–	–	–
Southside Bank CD 0742	–	–	–	–	–	–	–	–
Totals	**$ 3,678,981**	**$ 5,945,400**	**$ 2,038,741**	**$ 788,490**	**$ 497,487**	**$ 903,847**	**$ 2,141,507**	**$ 559,197**

Allocation (continued)

December 31, 2019

Book & Market Value	**Street Maint.**	**VERF**	**MDD**	**Health Insurance**	**EDC**
ANB MMA	$ 311,503	$ 741,628	$ 275,367	$ 388,483	$ 472,855
BTH Bank ICS	108	–	–	49,949	527,523
NexBank ICS	–	–	–	–	693,137
TexPool	–	–	–	–	–
BankOZK CDARS 0883	–	–	–	–	–
LegacyTexas Bank CD 6376	–	–	–	–	–
Southside Bank CD 0750	–	–	–	–	–
Southside Bank CD 0742	–	–	–	–	–
Totals	$ 311,611	$ 741,628	$ 275,367	$ 438,432	$ 1,693,515

Allocation

September 30, 2019

Book & Market Value	Total	GO I&S	General Fund	W/S Restricted	W/S Operations	Capital Project	2009 GO Bonds
ANB MMA	$ 4,909,400	$ 1,198	$ 33,287	$ 251,435	$ 3,330,973	$ (270,809)	$ (247,145)
BTH Bank ICS	2,645,287	15,035	65,119	–	1,201,328	271	301
NexBank ICS	11,541,071	200,152	1,414,027	–	–	1,848,600	2,057,239
TexPool	18,297,835	614,833	6,017,871	–	5,243,800	925,328	1,029,763
East West Bank CD 9307	1,019,415	–	1,019,415	–	–	–	–
Landmark Bank CD 7123	5,159,331	–	–	–	–	–	–
LegacyTexas Bank CD 6370	1,026,377	–	–	–	1,026,377	–	–
BankOZK CDARS 0883	2,037,887	–	2,037,887	–	–	–	–
LegacyTexas Bank CD 6376	1,046,398	–	–	–	1,046,398	–	–
Totals	$ 47,683,001	$ 831,218	$ 10,587,606	$ 251,435	$ 11,848,876	$ 2,503,389	$ 2,840,159

Allocation (continued)

September 30, 2019

Book & Market Value	2017 CO	2017A CO	Restricted Park Develop.	Restricted General	Restricted Water Impact	Restricted Sewer Impact	Restricted Roadway	Street Maint.
ANB MMA	$ –	$ (877,880)	$ 430,730	$ 260,851	$ 1,434	$ 3,804	$ 856	$ 195,744
BTH Bank ICS	–	–	264,115	168,558	83,745	222,120	49,979	108
NexBank ICS	4,103,057	–	91,564	58,436	253,736	672,994	151,429	–
TexPool	–	2,606,078	–	–	437,774	1,161,126	261,262	–
East West Bank CD 9307	–	–	–	–	–	–	–	–
Landmark Bank CD 7123	–	5,159,331	–	–	–	–	–	–
LegacyTexas Bank CD 6370	–	–	–	–	–	–	–	–
BankOZK CDARS 0883	–	–	–	–	–	–	–	–
LegacyTexas Bank CD 6376	–	–	–	–	–	–	–	–
Totals	$ 4,103,057	$ 6,887,529	$ 786,408	$ 487,845	$ 776,690	$ 2,060,045	$ 463,526	$ 195,852

Allocation (continued)

September 30, 2019

Book & Market Value	**VERF**	**MDD**	**Health Insurance**	**EDC**
ANB MMA	$ 789,901	$ 239,333	$ 342,051	$ 423,636
BTH Bank ICS	–	–	49,701	524,907
NexBank ICS	–	–	–	689,837
TexPool	–	–	–	–
East West Bank CD 9307	–	–	–	–
Landmark Bank CD 7123	–	–	–	–
LegacyTexas Bank CD 6370	–	–	–	–
BankOZK CDARS 0883	–	–	–	–
LegacyTexas Bank CD 6376	–	–	–	–
Totals	**$ 789,901**	**$ 239,333**	**$ 391,752**	**$ 1,638,380**

Portfolio Summary
City of Sachse, TX
December 31, 2019

Safety - Investment Type

Investment Type	Book Value	Percent
Money Market Account*	$ 25,640,348	44.4%
Investment Pools	26,946,479	46.7%
CD's	5,111,974	8.9%
Total*	$ 57,698,801	100%

*(Includes Sachse EDC Money Market)

Liquidity - Investments by Maturity Date

Under 30 days	$ 55,692,817	97%
31 - 90 days		0%
91 - 180 days		0%
181 - 365 days	2,005,984	3%
366 - 760 days		0%
Total Principal Invested	$ 57,698,801	100%

Portfolio Yield

Portfolio	Fiscal YTD Interest	Int Earned this QTR	(FYTD) Percent of total
Debt Service	$ 6,196	$ 6,196	2.78%
General Fund	$ 51,583	51,583	23.17%
Water and Sewer Fund	$ 74,179	74,179	33.32%
Capital Project Fund	$ 66,778	66,778	29.99%
Special Revenue Fund	$ 3,370	3,370	1.51%
Impact Fee Fund	$ 14,314	14,314	6.43%
Street Maintenance Fund	$ -		0.00%
Vehicle/Equipment Fund	$ -		
Municipal Development District	$ -		
Health Insurance Fund	$ 248	248	0.11%
Sachse EDC	$ 5,968	5,968	2.68%
Total Portfolios	$ 222,635	$ 222,635	100.00%

Portfolio Balance

Portfolio	Beginning Balances	Ending Book Balances	Change
Debt Service	$ 831,218	$ 4,094,890	$ 3,263,671.59
General Fund	10,587,606	16,186,968	5,599,362.00
Water and Sewer Fund	16,203,368	16,626,468	423,100.00
Capital Project Fund	12,231,077	12,439,395	208,317.58
Special Revenue Fund	1,274,253	1,285,978	11,725.00
Impact Fee Fund	3,300,260	3,604,551	304,291.00
Street Maintenance Fund	195,852	311,611	115,759.00
Vehicle/Equipment Fund	789,901	741,628	(48,273.00)
Municipal Development District	239,333	275,367	36,034.00
Health Insurance Fund	391,752	438,432	46,680.00
Sachse EDC	1,638,380	1,693,515	55,135.00
Total Portfolios	$ 47,683,000	$ 57,698,801	$ 10,015,802

Historical Interest Rates

		October	November	December
Pooled Money Market Account	2019	0.2000%	0.2000%	0.2000%
	2018	0.2000%	0.2000%	0.2000%
	2017	0.2000%	0.2000%	0.2000%
Tex Pool	2019	1.9115%	1.6774%	1.6226%
	2018	2.1438%	2.2030%	2.2872%
	2017	1.0318%	1.0506%	1.1764%

City of Sachse, TX
Investment Portfolios
October 31, 2019

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	10/31/2019	11/1/2019	0.2000%	1	1,198	1,198	723,456	724,654	1,198	723,456	724,654
GO Bond I&S Fund	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	15,035	15,035	28	15,063	15,035	28	15,063
GO Bond I&S Fund	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	200,152	200,152	153	200,305	200,152	153	200,305
GO Bond I&S Fund	TexPool	1111-000	10/31/2019	11/1/2019	1.9115%	1	614,833	614,833	(599,979)	14,854	614,833	(599,979)	14,854
Total							831,218	831,218	123,658	954,877	831,219	123,658	954,877
General Fund													
General Fund	TexPool	1111-000	10/31/2019	11/1/2019	1.9115%	1	6,017,871	6,017,871	8,659	6,026,530	6,017,871	8,659	6,026,530
General Fund	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	33,287	33,287	(707,185)	(673,898)	33,287	(707,185)	(673,898)
General Fund	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	65,119	65,119	123	65,242	65,119	123	65,242
General Fund	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	1,414,027	1,414,027	1,077	1,415,104	1,414,027	1,077	1,415,104
General Fund	CD	Southside 0742	10/17/2019	10/17/2020	1.8200%	352	1,000,000	0	1,000,000	1,000,000	0	1,000,000	1,000,000
General Fund	CD	883	1/24/2019	1/24/2020	2.7700%	85	2,000,000	2,037,887	4,748	2,042,635	2,037,887	4,748	2,042,635
General Fund	CD	9307	1/15/2019	10/15/2019	2.7100%		1,001,263	1,019,415	(1,019,415)	0	1,019,415	(1,019,415)	0
Total							11,531,567	10,587,606	(711,993)	9,875,612	10,587,605	(711,993)	9,875,612
Water and Sewer Fund													
W/S Restricted Fund	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	251,435	251,435		251,435	251,435	0	251,435
W/S Operations	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	3,330,973	3,330,973	918,747	4,249,720	3,330,973	918,747	4,249,720
W/S Operations	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	1,201,328	1,201,328	2,279	1,203,607	1,201,328	2,279	1,203,607
W/S Operations	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	-	0	3,125	3,125	0	3,125	3,125
W/S 2017CO	Money Market	: 3886 2017CO	10/31/2019	11/1/2019	1.4700%	1	4,103,057	4,103,057	11,208	4,114,265	4,103,057	11,208	4,114,265
W/S Operations	TexPool	1111-000	10/31/2019	11/1/2019	1.9115%	1	5,243,800	5,243,800	7,545	5,251,345	5,243,800	7,545	5,251,345
W/S 2017CO	TexPool	1-000 2017CO	10/31/2019	11/1/2019	1.9115%	1	-	0	0	0	0	0	0
W/S 2017CO	CD	60050006376	10/23/2018	1/25/2020	2.9000%	86	1,018,946	1,046,398	2,494	1,048,892	1,046,398	2,494	1,048,892
W/S Operations	CD	Southside 0750	10/17/2019	10/17/2020	1.8200%	352	1,000,000	0	1,000,000	1,000,000	0	1,000,000	1,000,000
W/S	CD	60050006370	10/23/2018	10/23/2019	2.8400%		1,000,000	1,026,377	(1,026,377)	0	1,026,377	(1,026,377)	0
Total							17,149,539	16,203,368	919,021	17,122,389	16,203,369	919,021	17,122,389
Capital Project Funds													
Capital Project Funds	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	(270,809)	(270,809)	(61,409)	(332,218)	(270,809)	(61,409)	(332,218)
Capital Project Funds	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	271	271	301	572	271	301	572
Capital Project Funds	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	1,848,600	1,848,600	(17,045)	1,831,555	1,848,600	(17,045)	1,831,555
Capital Project Funds	TexPool	1111-000	10/31/2019	11/1/2019	1.9115%	1	925,328	925,328	(159,201)	766,127	925,328	(159,201)	766,127
2009 GO Bonds	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	(247,145)	(247,145)	(129,765)	(376,910)	(247,145)	(129,765)	(376,910)
2009 GO Bonds	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	301	301	(301)	0	301	(301)	0
2009 GO Bonds	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	2,057,239	2,057,239	20,707	2,077,946	2,057,239	20,707	2,077,946
2009 GO Bonds	TexPool	1111-000	10/31/2019	11/1/2019	1.9115%	1	1,029,763	1,029,763	(160,572)	869,191	1,029,763	(160,572)	869,191
2017A CO Bonds	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	(877,880)	(877,880)	877,880	0	(877,880)	877,880	0
2017A CO Bonds	TexPool	2017A CO	10/31/2019	11/1/2019	1.9115%	1	2,606,078	2,606,078	310,204	2,916,282	2,606,078	310,204	2,916,282
2017A CO Bonds	NexBank	2017A CO	10/31/2019	11/1/2019	2.0700%	1	-	0	4,001,603	4,001,603	0	4,001,603	4,001,603
2017A CO Bonds	CD	7123	10/19/2017	10/19/2019	1.8100%		5,000,000	5,159,331	(5,159,331)	0	5,159,331	(5,159,331)	0
2019 Tax Notes	TexPool	1111-000	10/31/2019	11/1/2019	2.7700%	1	-	0	2,033,602	2,033,602	0	2,033,602	2,033,602
Total							12,071,746	12,231,077	1,556,674	13,787,752	12,231,077	1,556,674	13,787,752
Special Revenue Funds													
Restricted Park Development Fee Fun	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	430,730	430,730	(4,626)	426,104	430,730	(4,626)	426,104
Restricted Park Development Fee Fun	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	264,115	264,115	3,970	268,085	264,115	3,970	268,085
Restricted Park Development Fee Fun	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	91,564	91,564	1,200	92,764	91,564	1,200	92,764
Restricted General Fund	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	260,851	260,851	5,160	266,011	260,851	5,160	266,011
Restricted General Fund	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	168,558	168,558	(3,150)	165,408	168,558	(3,150)	165,408
Restricted General Fund	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	58,436	58,436	(1,200)	57,236	58,436	(1,200)	57,236
Total							1,274,254	1,274,253	1,354	1,275,607	1,274,253	1,354	1,275,607
Impact Fee Fund													

City of Sachse, TX
Investment Portfolios
October 31, 2019

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	114512	10/31/2019	11/1/2019	0.2000%	1	1,434	1,434	29,793	31,227	1,434	29,793	31,227
Restricted Water Impact Fee	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	83,745	83,745	2,453	86,198	83,745	2,453	86,198
Restricted Water Impact Fee	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	253,736	253,736	7,136	260,872	253,736	7,136	260,872
Restricted Water Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.9115%	1	437,774	437,774	12,617	450,391	437,774	12,617	450,391
Restricted Sewer Impact Fee	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	3,804	3,804	75,593	79,397	3,804	75,593	79,397
Restricted Sewer Impact Fee	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	222,120	222,120	(2,957)	219,163	222,120	(2,957)	219,163
Restricted Sewer Impact Fee	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	672,994	672,994	(9,711)	663,283	672,994	(9,711)	663,283
Restricted Sewer Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.9115%	1	1,161,126	1,161,126	(15,980)	1,145,146	1,161,126	(15,980)	1,145,146
Restricted Roadway Impact Fee	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	856	856	17,677	18,533	856	17,677	18,533
Restricted Roadway Impact Fee	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	49,979	49,979	1,178	51,157	49,979	1,178	51,157
Restricted Roadway Impact Fee	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	151,429	151,429	3,395	154,824	151,429	3,395	154,824
Restricted Roadway Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.9115%	1	331,307	261,262	6,040	267,302	261,262	6,040	267,302
Total							3,370,304	3,300,260	127,234	3,427,494	3,300,261	127,234	3,427,494
Street Maintenance Fund													
Street Maintenance Tax	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	195,744	195,744	34,415	230,159	195,744	34,415	230,159
Street Maintenance Tax	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	108	108		108	108	0	108
Total							195,852	195,852	34,415	230,267	195,852	34,415	230,267
Health Insurance Fund													
Health Insurance	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	342,051	342,051	21,602	363,653	342,051	21,602	363,653
Health Insurance	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	49,701	49,701	94	49,795	49,701	94	49,795
Total							391,752	391,752	21,696	413,449	391,752	21,696	413,449
EDC Fund													
EDC PMMKT	Money Market	114512	10/31/2019	11/1/2019	0.2700%	1	423,636	423,636	13,545	437,181	423,636	13,545	437,181
EDC PMMKT	Money Market	BTH	10/31/2019	11/1/2019	2.2371%	1	524,907	524,907	995	525,902	524,907	995	525,902
EDC PMMKT	Money Market	NexBank	10/31/2019	11/1/2019	2.0700%	1	689,837	689,837	526	690,363	689,837	526	690,363
Total							1,638,380	1,638,380	15,066	1,653,446	1,638,380	15,066	1,653,446
Vehicle/Equipment Replacement Fund													
VERF	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	789,901	789,901	(94,362)	695,539	789,901	(94,362)	695,539
Total							789,901	789,901	(94,362)	695,539	789,901	(94,362)	695,539
Municipal Development District													
Municipal Development District	Money Market	114512	10/31/2019	11/1/2019	0.2000%	1	239,333	239,333	32,103	271,436	239,333	32,103	271,436
Total							239,333	239,333	32,103	271,436	239,333	32,103	271,436
							49,483,846	47,683,001	2,024,866	49,707,867	47,683,002	2,024,866	49,707,867

Summary of Portfolios by Security Type
10/31/19

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	50.04%	1	1.3522%	19,095,757	19,095,757	5,779,812	24,875,569	19,095,757	5,779,812	24,875,569
TexPool	39.71%	1	1.9895%	18,367,880	18,297,835	1,442,935	19,740,770	18,297,835	1,442,935	19,740,770
CD's	10.24%	219	2.3814%	12,020,209	10,289,408	-5,197,881	5,091,527	10,289,408	-5,197,881	5,091,527
Total	100.00%			49,483,846	47,683,001	2,024,866	49,707,867	47,683,002	2,024,866	49,707,867

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

City of Sachse, TX
Investment Portfolios
November 30, 2019

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	11/30/2019	12/1/2019	0.2000%	1	724,654	724,654	(2,395,578)	(1,670,924)	724,654	(2,395,578)	(1,670,924)
GO Bond I&S Fund	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	15,063	15,063	24	15,087	15,063	24	15,087
GO Bond I&S Fund	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	200,305	200,305	1,955,410	2,155,715	200,305	1,955,410	2,155,715
GO Bond I&S Fund	TexPool	1111-000	11/30/2019	12/1/2019	1.6774%	1	14,854	14,854	600,886	615,740	14,854	600,886	615,740
Total							954,877	954,877	160,741	1,115,619	954,877	160,741	1,115,619
General Fund													
General Fund	TexPool	1111-000	11/30/2019	12/1/2019	1.6774%	1	6,026,530	6,026,530	(1,593,627)	4,432,903	6,026,530	(1,593,627)	4,432,903
General Fund	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	(673,898)	(673,898)	(1,049,583)	(1,723,481)	(673,898)	(1,049,583)	(1,723,481)
General Fund	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	65,242	65,242	103	65,345	65,242	103	65,345
General Fund	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	1,415,104	1,415,104	1,961,551	3,376,655	1,415,104	1,961,551	3,376,655
General Fund	CD	outhside 0742	10/17/2019	10/17/2020	1.8200%	322	1,000,000	1,000,000	1,396	1,001,396	1,000,000	1,396	1,001,396
General Fund	CD	883	1/24/2019	1/24/2020	2.7700%	55	2,000,000	2,042,635	4,605	2,047,240	2,042,635	4,605	2,047,240
Total							9,832,978	9,875,612	(675,555)	9,200,057	9,875,613	(675,555)	9,200,057
Water and Sewer Fund													
W/S Restricted Fund	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	251,435	251,435		251,435	251,435	0	251,435
W/S Operations	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	4,249,720	4,249,720	(1,704,803)	2,544,917	4,249,720	(1,704,803)	2,544,917
W/S Operations	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	1,203,607	1,203,607	1,890	1,205,497	1,203,607	1,890	1,205,497
W/S Operations	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	3,125	3,125	78,102	81,227	3,125	78,102	81,227
W/S 2017CO	Money Market	3886 2017CO	11/30/2019	12/1/2019	1.4700%	1	4,114,265	4,114,265	(72,936)	4,041,329	4,114,265	(72,936)	4,041,329
W/S Operations	TexPool	1111-000	11/30/2019	12/1/2019	1.6774%	1	5,251,345	5,251,345	1,294,730	6,546,075	5,251,345	1,294,730	6,546,075
W/S 2017CO	TexPool	-000 2017CO	11/30/2019	12/1/2019	1.6774%	1	0	0		0	0	0	0
W/S 2017CO	CD	60050006376	10/23/2018	1/25/2020	2.9000%	56	1,048,892	1,048,892	2,583	1,051,475	1,048,892	2,583	1,051,475
W/S Operations	CD	outhside 0750	10/17/2019	10/17/2020	2.3000%	322	1,000,000	1,000,000	1,496	1,001,496	1,000,000	1,496	1,001,496
Total							17,122,389	17,122,389	(398,938)	16,723,452	17,122,390	(398,938)	16,723,452
Capital Project Funds													
Capital Project Funds	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	(332,218)	(332,218)	2,349,415	2,017,197	(332,218)	2,349,415	2,017,197
Capital Project Funds	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	572	572	(305)	267	572	(305)	267
Capital Project Funds	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	1,831,555	1,831,555	(1,831,555)	0	1,831,555	(1,831,555)	0
Capital Project Funds	TexPool	1111-000	5/31/2019	6/1/2019	1.8000%	1	766,127	766,127	(766,127)	0	766,127	(766,127)	0
2009 GO Bonds	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	(376,910)	(376,910)	2,690,054	2,313,144	(376,910)	2,690,054	2,313,144
2009 GO Bonds	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	0	0	306	306	0	306	306
2009 GO Bonds	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	2,077,946	2,077,946	(2,077,946)	0	2,077,946	(2,077,946)	0
2009 GO Bonds	TexPool	1111-000	5/31/2019	6/1/2019	1.6774%	1	869,191	869,191	(869,191)	0	869,191	(869,191)	0
2017A CO Bonds	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	0	0	0	0	0	0	0
2017A CO Bonds	TexPool	2017A CO	11/30/2019	12/1/2019	1.6774%	1	2,916,282	2,916,282	4,199	2,920,481	2,916,282	4,199	2,920,481
2017A CO Bonds	Money Market	NexBank	11/30/2019	12/1/2019	1.6774%	1	4,001,603	4,001,603	6,021	4,007,624	4,001,603	6,021	4,007,624
2017A CO Bonds	CD	7123	10/19/2017	10/19/2019	1.8100%		-	0		0	0	0	0
2019 Tax Notes	TexPool	1111-000	11/30/2019	12/1/2019	2.7700%	1	2,033,602	2,033,602	2,928	2,036,530	2,033,602	2,928	2,036,530
Total							13,787,752	13,787,752	(492,201)	13,295,549	13,787,749	(492,201)	13,295,549
Special Revenue Funds													
Restricted Park Development Fee Fur	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	426,104	426,104	951	427,055	426,104	951	427,055
Restricted Park Development Fee Fur	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	268,085	268,085	(258)	267,827	268,085	(258)	267,827
Restricted Park Development Fee Fur	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	92,764	92,764	(4)	92,760	92,764	(4)	92,760
Restricted General Fund	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	266,011	266,011	1,864	267,875	266,011	1,864	267,875
Restricted General Fund	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	165,408	165,408	939	166,347	165,408	939	166,347
Restricted General Fund	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	57,236	57,236	377	57,613	57,236	377	57,613
Total							1,275,607	1,275,607	3,869	1,279,476	1,275,606	3,869	1,279,476
Impact Fee Fund													
Restricted Water Impact Fee	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	31,227	31,227	5,067	36,294	31,227	5,067	36,294
Restricted Water Impact Fee	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	86,198	86,198	405	86,603	86,198	405	86,603

City of Sachse, TX
Investment Portfolios
November 30, 2019

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	11/30/2019	12/1/2019	1.8000%	1	260,872	260,872	1,466	262,338	260,872	1,466	262,338
Restricted Water Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.6774%	1	450,391	450,391	2,059	452,450	450,391	2,059	452,450
Restricted Sewer Impact Fee	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	79,397	79,397	12,291	91,688	79,397	12,291	91,688
Restricted Sewer Impact Fee	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	219,163	219,163	(381)	218,782	219,163	(381)	218,782
Restricted Sewer Impact Fee	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	663,283	663,283	(552)	662,731	663,283	(552)	662,731
Restricted Sewer Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.6774%	1	1,145,146	1,145,146	(2,144)	1,143,002	1,145,146	(2,144)	1,143,002
Restricted Roadway Impact Fee	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	18,533	18,533	3,131	21,664	18,533	3,131	21,664
Restricted Roadway Impact Fee	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	51,157	51,157	537	51,694	51,157	537	51,694
Restricted Roadway Impact Fee	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	154,824	154,824	1,766	156,590	154,824	1,766	156,590
Restricted Roadway Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.6774%	1	267,302	267,302	2,767	270,069	267,302	2,767	270,069
Total							3,427,494	3,427,494	26,412	3,453,905	3,427,493	26,412	3,453,905
Street Maintenance Fund													
Street Maintenance Tax	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	230,159	230,159	45,285	275,444	230,159	45,285	275,444
Street Maintenance Tax	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	108	108		108	108	0	108
Total							230,267	230,267	45,285	275,552	230,267	45,285	275,552
Health Insurance Fund													
Health Insurance	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	363,653	363,653	12,088	375,741	363,653	12,088	375,741
Health Insurance	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	49,795	49,795	78	49,873	49,795	78	49,873
Total							413,449	413,449	12,166	425,615	413,449	12,166	425,615
EDC Fund													
EDC PMMKT	Money Market	114512	11/30/2019	12/1/2019	0.2700%	1	437,181	437,181	29,550	466,731	437,181	29,550	466,731
EDC PMMKT	Money Market	BTH	11/30/2019	12/1/2019	1.9155%	1	525,902	525,902	826	526,728	525,902	826	526,728
EDC PMMKT	Money Market	NexBank	11/30/2019	12/1/2019	1.8000%	1	690,363	690,363	1,714	692,077	690,363	1,714	692,077
Total							1,653,446	1,653,446	32,090	1,685,537	1,653,447	32,090	1,685,537
Vehicle/Equipment Replacement Fund													
VERF	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	695,539	695,539	46,089	741,628	695,539	46,089	741,628
Total							695,539	695,539	46,089	741,628	695,539	46,089	741,628
Municipal Development District													
Municipal Development District	Money Market	114512	11/30/2019	12/1/2019	0.2000%	1	271,436	271,436	14,646	286,082	271,436	14,646	286,082
Total							271,436	271,436	14,646	286,082	271,436	14,646	286,082
							49,665,234	49,707,867	(1,225,396)	48,482,470	49,707,865	(1,225,396)	48,482,470

Summary of Portfolios by Security Type
11/30/19

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	51.49%	1	1.1935%	24,875,569	24,875,569	88,044	24,963,613	24,875,569	88,044	24,963,613
TexPool	37.99%	1	1.7879%	19,740,770	19,740,770	-1,323,520	18,417,250	19,740,770	-1,323,520	18,417,250
CD's	10.52%	189	2.3200%	5,091,527	5,091,527	10,080	5,101,607	5,091,527	10,080	5,101,607
Total	100.00%			49,707,867	49,707,867	-1,225,396	48,482,470	49,707,865	-1,225,396	48,482,470

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

City of Sachse, TX
Investment Portfolios
December 31, 2019

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	12/31/2019	1/1/2020	0.2000%	1	(1,670,924)	(1,670,924)	2,574,848	903,924	(1,670,924)	2,574,848	903,924
GO Bond I&S Fund	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	15,087	15,087	23	15,110	15,087	23	15,110
GO Bond I&S Fund	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	2,155,715	2,155,715	3,300	2,159,015	2,155,715	3,300	2,159,015
GO Bond I&S Fund	TexPool	1111-000	12/31/2019	1/1/2020	1.6226%	1	615,740	615,740	401,103	1,016,843	615,740	401,103	1,016,843
Total							1,115,618	1,115,619	2,979,274	4,094,890	1,115,619	2,979,274	4,094,890
General Fund													
General Fund	TexPool	1111-000	12/31/2019	1/1/2020	1.6226%	1	4,432,903	4,432,903	3,108,180	7,541,083	4,432,903	3,108,180	7,541,083
General Fund	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	(1,723,481)	(1,723,481)	3,867,147	2,143,666	(1,723,481)	3,867,147	2,143,666
General Fund	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	65,345	65,345	98	65,443	65,345	98	65,443
General Fund	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	3,376,655	3,376,655	5,169	3,381,824	3,376,655	5,169	3,381,824
General Fund	CD	outhside 0742	10/17/2019	10/17/2020	1.8200%	291	1,000,000	1,001,396	1,546	1,002,942	1,001,396	1,546	1,002,942
General Fund	CD	883	1/24/2019	1/24/2020	2.7700%	24	2,000,000	2,047,240	4,769	2,052,009	2,047,240	4,769	2,052,009
Total							9,151,422	9,200,057	6,986,909	16,186,968	9,200,057	6,986,909	16,186,968
Water and Sewer Fund													
W/S Restricted Fund	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	251,435	251,435		251,435	251,435	0	251,435
W/S Operations	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	2,544,917	2,544,917	(2,118,445)	426,472	2,544,917	(2,118,445)	426,472
W/S Operations	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	1,205,497	1,205,497	1,819	1,207,316	1,205,497	1,819	1,207,316
W/S Operations	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	81,227	81,227	368,659	449,886	81,227	368,659	449,886
W/S 2017CO	Money Market	3886 2017CO	12/31/2019	1/1/2020	1.4700%	1	4,041,329	4,041,329	(362,348)	3,678,981	4,041,329	(362,348)	3,678,981
W/S Operations	TexPool	1111-000	12/31/2019	1/1/2020	1.6226%	1	6,546,075	6,546,075	2,009,280	8,555,355	6,546,075	2,009,280	8,555,355
W/S 2017CO	TexPool	'-000 2017CO	12/31/2019	1/1/2020	1.6226%	1	0	0	0	0	0	0	0
W/S 2017CO	CD	60050006376	10/23/2018	1/25/2020	2.9000%	25	1,000,000	1,051,475	2,506	1,053,981	1,051,475	2,506	1,053,981
W/S Operations	CD	outhside 0750	10/17/2019	10/17/2020	2.3000%	291	1,000,000	1,001,496	1,546	1,003,042	1,001,496	1,546	1,003,042
Total							16,670,480	16,723,452	(96,983)	16,626,468	16,723,452	(96,983)	16,626,468
Capital Project Funds													
Capital Project Funds	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	2,017,197	2,017,197	(1,626,461)	390,736	2,017,197	(1,626,461)	390,736
Capital Project Funds	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	267	267	(6)	261	267	(6)	261
Capital Project Funds	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	0	0		0	0	0	0
Capital Project Funds	TexPool	1111-000	12/31/2019	1/1/2020	1.6226%	1	0	0	1,633,585	1,633,585	0	1,633,585	1,633,585
2009 GO Bonds	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	2,313,144	2,313,144	(1,844,034)	469,110	2,313,144	(1,844,034)	469,110
2009 GO Bonds	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	306	306	7	313	306	7	313
2009 GO Bonds	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	0	0		0	0	0	0
2009 GO Bonds	TexPool	1111-000	5/31/2019	6/1/2019	0.2000%	1	0	0	1,961,249	1,961,249	0	1,961,249	1,961,249
2017A CO Bonds	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	0	0		0	0	0	0
2017A CO Bonds	TexPool	2017A CO	12/31/2019	1/1/2020	1.6226%	1	2,920,481	2,920,481	(988,840)	1,931,641	2,920,481	(988,840)	1,931,641
2017A CO Bonds	Money Market	NexBank	12/31/2019	1/1/2020	0.0000%	1	4,007,624	4,007,624	6,135	4,013,759	4,007,624	6,135	4,013,759
2017A CO Bonds	CD	7123	10/19/2017	10/19/2019	1.8100%		-	0		0	0	0	0
2019 Tax Notes	TexPool	1111-000	12/31/2019	1/1/2020	0.0000%	1	2,036,530	2,036,530	2,211	2,038,741	2,036,530	2,211	2,038,741
Total							13,295,550	13,295,549	(856,154)	12,439,395	13,295,549	(856,154)	12,439,395
Special Revenue Funds													
Restricted Park Development Fee Fun	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	427,055	427,055	(244,282)	182,773	427,055	(244,282)	182,773
Restricted Park Development Fee Fun	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	267,827	267,827	(668)	267,159	267,827	(668)	267,159
Restricted Park Development Fee Fun	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	92,760	92,760	(230)	92,530	92,760	(230)	92,530
Restricted Park Development Fee Fun	TexPool	1111-000	12/31/2019	1/1/2020	1.6226%	1	0	0	246,028	246,028	0	246,028	246,028
Restricted General Fund	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	267,875	267,875	(150,535)	117,340	267,875	(150,535)	117,340
Restricted General Fund	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	166,347	166,347	1,322	167,669	166,347	1,322	167,669
Restricted General Fund	Money Market	NexBank	12/31/2019	1/1/2020	0.0000%	1	57,613	57,613	459	58,072	57,613	459	58,072
Restricted General Fund	TexPool	1111-000	12/31/2019	1/1/2020	1.6226%	1	0	0	154,407	154,407	0	154,407	154,407
Total							1,279,477	1,279,476	(147,906)	1,285,978	1,279,476	6,500	1,285,978
Impact Fee Fund													
Restricted Water Impact Fee	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	36,294	36,294	37,947	74,241	36,294	37,947	74,241

City of Sachse, TX
Investment Portfolios
December 31, 2019

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	12/31/2019	1/1/2020	1.7818%	1	86,603	86,603	3,070	89,673	86,603	3,070	89,673
Restricted Water Impact Fee	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	262,338	262,338	9,305	271,643	262,338	9,305	271,643
Restricted Water Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.6226%	1	452,450	452,450	15,840	468,290	452,450	15,840	468,290
Restricted Sewer Impact Fee	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	91,688	91,688	84,212	175,900	91,688	84,212	175,900
Restricted Sewer Impact Fee	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	218,782	218,782	(6,317)	212,465	218,782	(6,317)	212,465
Restricted Sewer Impact Fee	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	662,731	662,731	(19,121)	643,610	662,731	(19,121)	643,610
Restricted Sewer Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.6226%	1	1,143,002	1,143,002	(33,470)	1,109,532	1,143,002	(33,470)	1,109,532
Restricted Roadway Impact Fee	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	21,664	21,664	24,268	45,932	21,664	24,268	45,932
Restricted Roadway Impact Fee	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	51,694	51,694	3,786	55,480	51,694	3,786	55,480
Restricted Roadway Impact Fee	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	156,590	156,590	11,472	168,062	156,590	11,472	168,062
Restricted Roadway Impact Fee	TexPool	1111-000	12/31/2017	1/1/2018	1.6226%	1	270,069	270,069	19,656	289,725	270,069	19,656	289,725
Total							3,453,905	3,453,905	150,648	3,604,551	3,453,905	150,648	3,604,551
Street Maintenance Fund													
Street Maintenance Tax	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	275,444	275,444	36,059	311,503	275,444	36,059	311,503
Street Maintenance Tax	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	108	108		108	108	0	108
Total							275,552	275,552	36,059	311,611	275,552	36,059	311,611
Health Insurance Fund													
Health Insurance	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	375,741	375,741	12,742	388,483	375,741	12,742	388,483
Health Insurance	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	49,873	49,873	76	49,949	49,873	76	49,949
Total							425,614	425,615	12,818	438,432	425,615	12,818	438,432
EDC Fund													
EDC PMMKT	Money Market	114512	12/31/2019	1/1/2020	0.2700%	1	466,731	466,731	6,124	472,855	466,731	6,124	472,855
EDC PMMKT	Money Market	BTH	12/31/2019	1/1/2020	1.7818%	1	526,728	526,728	795	527,523	526,728	795	527,523
EDC PMMKT	Money Market	NexBank	12/31/2019	1/1/2020	1.8000%	1	692,077	692,077	1,060	693,137	692,077	1,060	693,137
Total							1,685,536	1,685,537	7,979	1,693,515	1,685,537	7,979	1,693,515
Vehicle/Equipment Replacement Fund													
VERF	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	741,628	741,628	0	741,628	741,628	0	741,628
Total							741,628	741,628	0	741,628	741,628	0	741,628
Municipal Development District													
Municipal Development District	Money Market	114512	12/31/2019	1/1/2020	0.2000%	1	286,082	286,082	(10,715)	275,367	286,082	(10,715)	275,367
Total							286,082	286,082	(10,715)	275,367	286,082	(10,715)	275,367
							48,380,863	48,482,470	9,061,929	57,698,801	48,482,470	9,216,335	57,698,801

Summary of Portfolios by Security Type
12/31/19

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield
Money Market Account	44.44%	1	1.0722%
TexPool	46.70%	1	1.3884%
CD's	8.86%	113	2.3200%
Total	100.00% Dec		

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
20,955,991	24,963,613	676,740	25,640,353	24,963,613	676,740	25,640,353
16,380,720	18,417,250	8,529,229	26,946,479	18,417,250	8,529,229	26,946,479
4,000,000	5,101,607	10,367	5,111,974	5,101,607	10,367	5,111,974
41,336,711	48,482,470	9,216,336	57,698,801	48,482,470	9,216,336	57,698,801

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

Sachse TEXAS

Agenda Item Details

Meeting	Mar 02, 2020 - Regular Combined City Council 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 monthly revenue and expenditure report for the period ending January 31, 2020.
Access	Public
Type	Action (Consent)
Preferred Date	Mar 02, 2020
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending January 31, 2020.
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 revenues 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 Sachse Municipal Development District, as well as an analysis of sales tax revenues received year-to-date.

POLICY CONSIDERATIONS

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

RECOMMENDATION

Accept the monthy revenue and expenditure report for the period ending January 31, 2020.

All Funds 1-31-20.pdf (108 KB)

Sales Tax Analysis March 2020.pdf (78 KB)

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

City of Sachse

Monthly Revenue and Expenditure Report

January 31, 2020

(Unaudited)

GENERAL FUND

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	$ 12,586,210	$ 3,295,404	$ 12,117,895	96.28%	A
Sales Tax	1,633,000	165,841	638,023	39.07%	
Franchise Fees	1,809,027	222,539	665,766	36.80%	
Licenses and Permits	579,500	45,295	179,390	30.96%	
Service Fees	833,000	187,167	560,818	67.33%	
Fines	250,000	21,633	72,463	28.99%	
Interest Income	100,000	9,998	61,581	61.58%	
Miscellaneous Income	432,853	26,832	100,327	23.18%	
Intergovernmental Revenue	1,363,897	113,658	454,633	33.33%	
Total Revenue	**$ 19,587,487**	**$ 4,088,367**	**$ 14,850,895**	**75.82%**	
Expenditure Summary					
City Manager	$ 752,099	$ 47,392	$ 211,277	28.09%	
City Secretary	192,702	12,049	92,334	47.92%	D
Human Resources	393,974	28,414	119,167	30.25%	
Finance	684,177	54,561	210,073	30.70%	
Municipal Court	242,307	17,158	70,292	29.01%	
Parks	990,022	54,822	289,626	29.25%	C
Senior Programs	175,778	10,926	42,016	23.90%	
Library Services	520,532	45,348	158,074	30.37%	
Community Development	721,743	37,615	198,217	27.46%	
Streets & Drainage	2,279,892	109,006	408,900	17.94%	
Facility Maintenance	568,276	37,179	142,654	25.10%	
Police	5,436,091	383,225	1,782,329	32.79%	
Animal Control	236,067	16,765	73,586	31.17%	
Fire/EMS	4,541,005	313,936	1,452,384	31.98%	
Combined Services	407,310	16,297	274,651	67.43%	B
Recreation	332,695	39,172	99,490	29.90%	C
City Engineer	347,000	19,497	87,313	25.16%	
Information Technology	741,473	56,995	166,035	22.39%	
Total Expenditures	**$ 19,563,143**	**$ 1,300,355**	**$ 5,878,419**	**30.05%**	
Total Revenue Over/Under Expenses	**$ 24,344**	**$ 2,788,012**	**$ 8,972,476**		

Explanation of Major Variances:

A Property Tax receipts peak in December and January

B Total annual property and liability premium paid in October

C Recreation is a separate department for FY2020, but included in Parks for FY2019

D Special Election costs posted in December

City of Sachse

Monthly Revenue and Expenditure Report

January 31, 2020

(Unaudited)

UTILITY FUND

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Water Revenue	$ 6,945,622	$ 413,886	$ 2,030,656	29.24%	
Sewer Revenue	4,790,920	397,596	1,603,760	33.47%	
Drainage Revenue	210,000	17,518	70,087	33.37%	
Fees	164,500	16,959	74,291	45.16%	
Interest Income	150,000	10,701	84,881	56.59%	
Transfer In-Impact Fee	1,047,000	-	-		
Miscellaneous Income	-		5,898		
Total Revenue	**$ 13,308,042**	**$ 856,661**	**$ 3,869,573**	**29.08%**	
Expenditure Summary					
Utility Administration	$ 430,387	$ 35,915	$ 128,234	29.80%	
Water Operations	6,227,956	909,159	2,089,793	33.56%	
Sewer Operations	4,405,115	426,463	1,848,865	41.97%	
Drainage Projects	100,000	62,500	62,500	62.50%	
Total Expenditures	**$ 11,163,457**	**$ 1,434,037**	**$ 4,129,392**	**36.99%**	
Total Revenue Over/Under Expenses	**$ 2,144,585**	**$ (577,377)**	**$ (259,819)**		

Explanation of Major Variances:

City of Sachse

Monthly Revenue and Expenditure Report
January 31, 2020
(Unaudited)

Debt Service Fund

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Property Tax	$ 4,713,027	$ 1,216,606	$ 4,474,444	94.94%	
Interest Income	8,000	3,002	9,198	114.98%	
Miscellaneous Receipts					
Total Revenue	**$ 4,721,027**	**$ 1,219,608**	**$ 4,483,642**	**94.97%**	
Expenditure Summary					
Fees	$ 42,320	$ (4,080)	$ 34,940	82.56%	B
Principal	3,105,000	-	-	0.00%	A
Interest	1,668,750			0.00%	A
Transfer Out-Utility Fund					
Total Expenditures	**$ 4,816,070**	**$ (4,080)**	**$ 34,940**	**0.73%**	
Total Revenue Over/Under Expenses	**$ (95,043)**	**$ 1,223,687**	**$ 4,448,701**		

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

B Includes Financing Costs on 2019 Tax Notes all incurred in October

City of Sachse

Monthly Revenue and Expenditure Report

January 31, 2020

(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	$ 775,000	$ 77,779	$ 309,214	39.90%	
Other Income	$ 12,500	$ -	$ 2,166	17.33%	
Interest Income	4,000	1,692	7,660	191.50%	A
Total Revenue	**$ 791,500**	**$ 79,471**	**$ 319,040**	**40.31%**	
Expenditure Summary					
Expenditures	808,349	79,143	260,402	32.21%	
Total Expenditures	**$ 808,349**	**$ 79,143**	**$ 260,402**	**32.21%**	
Total Revenue Over/Under Expenses	**$ (16,849)**	**$ 329**	**$ 58,637**		

Explanation of Major Variances:

A Allocation of pooled money market better than projected

City of Sachse

Monthly Revenue and Expenditure Report

January 31, 2020

(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	$ 355,000	$ 36,342	$ 144,119	40.60%	
Other Income	$ -				
Interest Income	1,000		-		
Total Revenue	**$ 356,000**	**$ 36,342**	**$ 144,119**	40.48%	
Expenditure Summary					
Expenditures	80,000	7,971	79,715	99.64%	
Total Expenditures	**$ 80,000**	**$ 7,971**	**$ 79,715**	99.64%	
Total Revenue Over/Under Expenses	**$ 276,000**	**$ 28,371**	**$ 64,404**		

Explanation of Major Variances:

CITY OF SACHSE
2019/2020 SALES TAX ANALYSIS

FY 2019	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	208,112	118,915	118,915	9.75%
November	295,677	168,950	287,865	19.52%
December	216,610	123,771	411,635	27.91%
January	230,470	131,690	543,326	36.84%
February	337,215	192,685	736,011	49.90%
March	209,463	119,687	855,698	58.01%
April	200,166	114,375	970,073	65.77%
May	290,146	165,789	1,135,862	77.01%
June	186,681	106,670	1,242,532	84.24%
July	233,228	133,266	1,375,798	93.27%
August	309,283	176,724	1,552,523	105.26%
September	239,512	136,857	1,689,380	114.53%
TOTAL	2,956,564	1,689,380		
BUDGET		1,475,000		

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				
April				
May				
June				
July				
August				
September				
TOTAL	1,484,181	848,061		
BUDGET		1,595,000		

Sachse
TEXAS

Agenda Item Details

Meeting	Mar 02, 2020 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	1. Consider and act on parkland conveyance and development agreements between PMB Acquisitions, LLC and the City of Sachse and, Meritage Homes of Texas, LLC and the City of Sachse.
Access	Public
Type	Action, Discussion, Information
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve the parkland conveyance and development agreements as presented.

Public Content

BACKGROUND

As part of the Ranch Road Rezoning (PD-37) request that was approved in May 2019, the development was required to dedicate a minimum of four acres of land for a public park, construct 50 parking spaces on site, and extend utility stub outs to the future parkland. The proposed parkland dedication was heard by the Parks and Recreation Board at its May 9, 2019, meeting, where the Board recommended approval. These agreements allow for the acceptance of four acres of parkland dedication outside the typical final plat acceptance process.

OVERVIEW

The development agreement with PMB Acquisitions, LLC sets forth the dedication of the eastern portion of land to be dedicated and outlines the requirements for the construction of the 50 parking spaces, utility stub outs, and timing of the release of building permits. The proposed development agreement with Meritage Homes of Texas, LLC sets forth the dedication of the western portion of land to be dedicated and outlines the provisions for park improvements and maintenance that Meritage plans to handle for the park.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Staff recommends approval of the parkland conveyance and development agreements.

Staff Presentation - Ranch Park Village.pdf (566 KB)

Proposed - Sachse Parkland Conveyance and Development Agreement (Ranch Park Village) - Meritage.pdf (96 KB)

Proposed - Sachse Parkland Conveyance and Development Agreement (Ranch Park Village) - PMB.pdf (521 KB)

Parkland Conveyance & Development Agreements Ranch Park Village

CITY COUNCIL

MARCH 2, 2020

Background

- Ranch Road Rezoning (PD#37) request was approved in May 2019; allows for 249 patio/cottage lots and 3-story multifamily product with a max of 325 units.
- As part of the rezoning request, 4.0 acres of parkland dedication was proposed, with the developer responsible for the construction of a 50 space parking lot and utility stub outs to the parkland tracts.
- The Parks and Recreation Board approved the proposed land dedication and concept at their May 2019 meeting.
- These agreements allow for the acceptance of parkland dedication outside the typical final plat acceptance process.

Overview

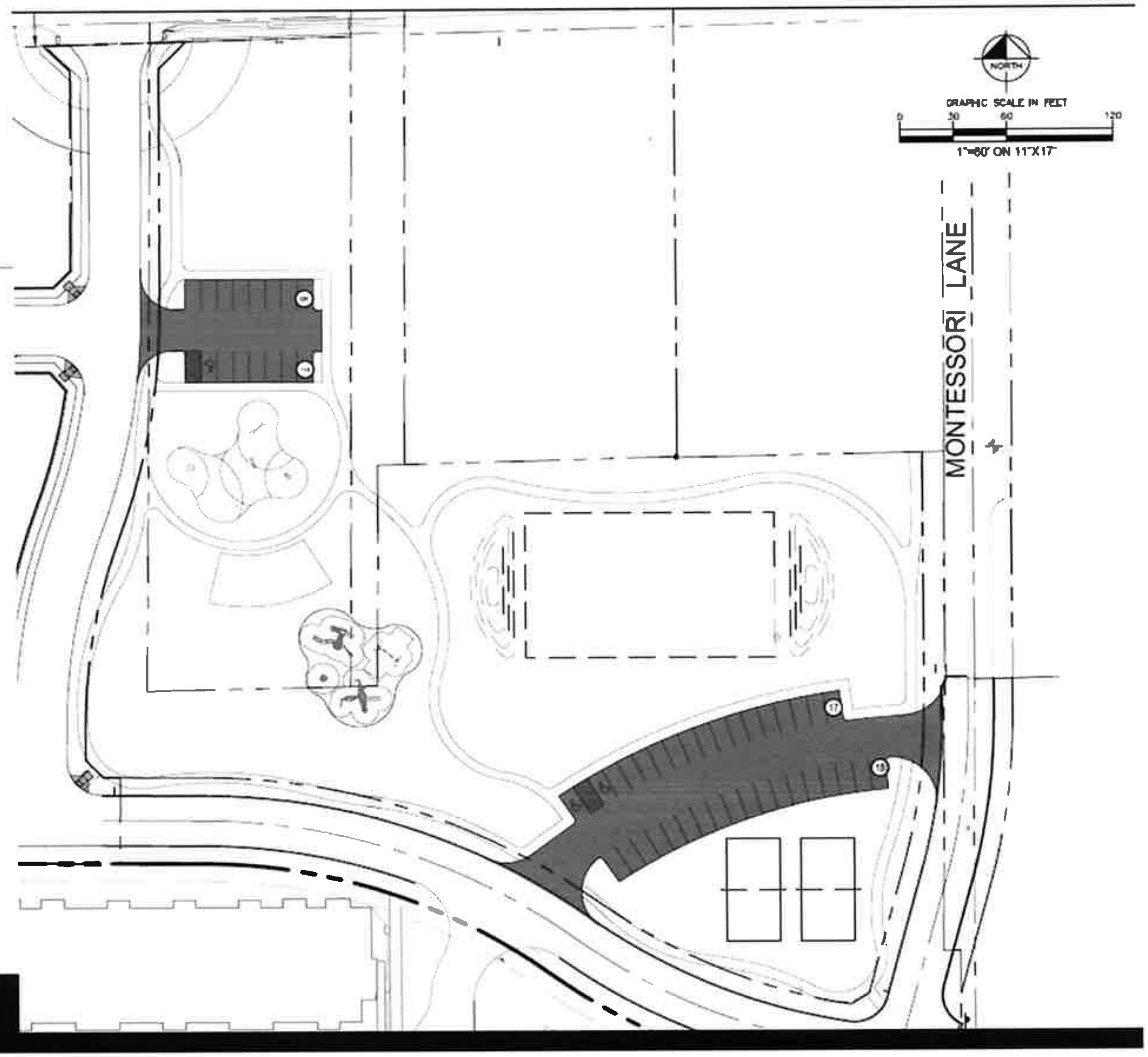
- Agreement with PMB Acquisitions, LLC includes:
  - Dedication of eastern tract of parkland;
  - Construction of 50 parking spaces on site;
  - Utility stub-outs;
  - Timing of release of building permits.
- Agreement with Meritage Homes of Texas, LLC includes:
  - Dedication of western tract of parkland;
  - Allows for the park development and ongoing maintenance of the western parkland by Meritage.

Ranch Park Village Layout

*** Proposed Park Dedication**

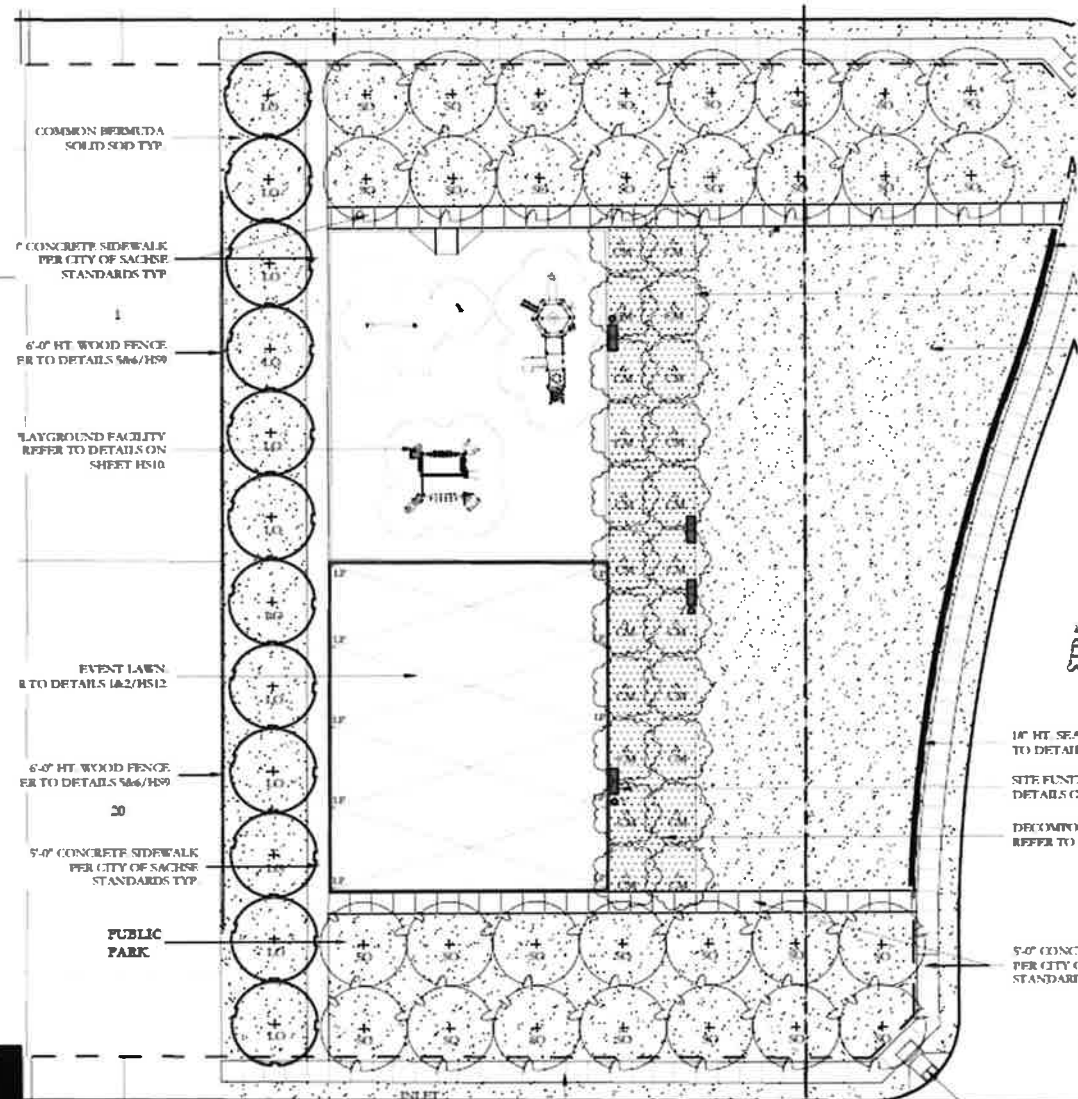
Parking Layout

- 50 parking spaces to be added to eastern park tract.



Planned west park layout

- Park improvements planned for western tract include playground, event lawn, and site furniture.



Recommendation

Staff recommends approval of the proposed parkland conveyance and development agreements.

STATE OF TEXAS	§	**PARKLAND CONVEYANCE, DEVELOPMENT, AND**
	§	**MAINTENANCE AGREEMENT BETWEEN MERITAGE**
COUNTY OF COLLIN	§	**HOMES OF TEXAS, LLC AND THE CITY OF SACHSE**

This **Parkland Conveyance and Development Agreement** ("Agreement") is made by and between the **City of Sachse** ("City"), a Texas home rule municipality, and **Meritage Homes of Texas, LLC** ("Meritage"), a Texas limited liability company, and acting by and through their duly authorized representatives. Meritage and City are referred to herein collectively as "the Parties" or individually as "Party."

RECITALS

WHEREAS, on or about May 20, 2019, City enacted the PD-37 Ordinance relating the use and development of the PD-37 Property; and

WHEREAS, Section 2.G.a. of the PD-37 Ordinance requires that a minimum of four (4) acres of the PD-37 Property be dedicated to City prior to issuance by City of any building permits relating to construction of buildings on the PD-37 Property to be used as a City park; and

WHEREAS, PMB is the owner of the East Park Property (as hereafter defined); and

WHEREAS, Meritage is the owner of the West Park Property (as hereinafter defined); and

WHEREAS, in order to comply with the provisions of Section 2.G.a. of the PD-37 Ordinance with respect to the minimum area of land to be dedicated to City for City park use, both the East Park Property and the West Park Property must be conveyed to City; and

WHEREAS, Meritage desires to convey the West Park Property in advance of approval of any final plat for the PD-37 Property and construction of any park equipment and amenities on the West Park Property; and

WHEREAS, the Parties desire to set forth their agreement relating to conveyance of the West Park Property to City, the entry of PMB and its contractors onto the West Park Property for construction of the West Park Improvements, and subsequent ownership and maintenance of the West Park Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

The term of this Agreement shall be perpetual unless terminated as provided herein.

Article II
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them in this Article II unless the context clearly indicates a different meaning:

"78 Lander Miller, Ltd." means 78 Lander Miller, Ltd., a Texas limited partnership, whose address is 5001 Spring Valley Road, Suite 1100W, Dallas, Texas 75244.

"Approved Plans" means the plans and specifications for the construction of the West Park Improvements, approved by the Parties in accordance with Section 4.2, below.

"City Council" means City's elected governing body commonly known as the City Council of the City of Sachse, Texas.

"Closing" means the date Meritage conveys fee simple title in the West Park Property to City and the Parties have satisfied all conditions and signed all other documents necessary for Title Company to issue the Title Policy to City with respect to the West Park Property.

"Closing Date" means the tenth (10^{th}) day after the end of the Inspection Period.

"Commencement of Construction" means that (i) the Approved Plans have been prepared and all approvals of the Approved Plans required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the West Park Improvements pursuant to the Approved Plans have been issued by all applicable governmental authorities and (iii) the grading and/or preparation of the land for construction of the West Park Improvements has commenced.

"Completion of Construction" means (i) the West Park Improvements have been substantially completed in accordance with the Approved Plans; and (ii) the West Park Improvements have been approved and/or accepted (whichever is applicable) in writing by City.

"Conveyance Plat" means that certain Conveyance Plat of Ranch Road Tract approved by City on January 13, 2020, and recorded January 15, 2020, as Instrument No. 20200115010000190, Official Public Records, Collin County, Texas.

"Development Regulations" mean the ordinances, regulations, and policies adopted by City applicable to the use and development of the PD-37 Property including, but not limited to, the PD-37 Ordinance, as amended.

"East Park Property" means the real property identified as Lot 1, Block A on the Conveyance Plat.

"Effective Date" means the date this Agreement has been signed by authorized representatives of all of the Parties.

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

"Inspection Period" means the period of time starting on the Effective Date and ending at 5:00 p.m. Central Time on the thirtieth (30th) day after the Effective Date.

"Meritage" means Meritage Homes of Texas, LLC, an Arizona limited liability company, doing business in Texas with offices located at 8840 Cypress Waters Boulevard, Suite 100, Dallas, Texas 75019.

"PD-37 Development Agreement" means that certain Development Agreement by and among PMB, Meritage, and 78 Lander Miller, Ltd. dated July 18, 2019, and recorded July 22, 2019, as Instrument No. 20190722000861640, Official Public Records, Collin County, Texas.

"PD-37 Ordinance" means City of Sachse, Texas Ordinance No. 3923 enacted by the City Council on May 20, 2019.

"PD-37 Property" means that certain 61.160 acres of land located with the City of Sachse and described on Exhibit "A" to the PD-37 Ordinance.

"Title Company" means the offices of Republic Title of Texas, Inc., located at 2626 Howell Street, 10th Floor, Dallas, Texas 75204, acting through Tammie Cooper, its Vice-President/Escrow Officer.

"West Park Improvements" means (i) landscaping, playground equipment, and other park amenities required to be constructed or installed in compliance with the Development Regulations or at the sole option of Meritage, and (ii) water line and electrical stub outs, constructed or installed on the West Park Property in accordance with the PD-37 Ordinance and the Approved Plans.

"West Park Property" means the real property identified as Lot 6, Block A on the Conveyance Plat.

Article III
Conveyance of West Park Property

As a condition precedent to City's issuance of building permits for any building to be constructed on the PD-37 Property pursuant to the PD-37, and City's agreement to accept title to the West Park Property prior to approval of any final plat for any part of the PD-37 Property, Meritage agrees to convey the West Park Property to City in accordance with the following:

3.1 **Title and Survey.**

(a) Meritage shall, at Meritage's expense, deliver or caused to be delivered to

Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the West Park Property from the Title Company issued to City with a proposed insured amount of $77,000.00, (the "Insured Amount") setting forth the state of title to the West Park Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the West Park Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment that are available to the Title Company;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession as of the Effective Date with respect to the Property;

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(v) the most recent survey and plat of the West Park Property that Meritage has in Meritage's possession; and

(vi) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the West Park Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the West Park Property.

(b) If the survey provided by Meritage pursuant to Section 3.1(a)(v) (if so provided), is determined by Title Company to be insufficient for purposes of obtaining a T-3 Survey Deletion endorsement to the Title Policy (as defined below), not later than thirty (30) days after the Effective Date, Meritage, at Meritage's cost, will have a new survey (the "Survey") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor in a form sufficient to obtain a T-3 Survey Deletion endorsement issued with the Title Policy. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the West Park Property, if any. The Survey shall contain the surveyor's certification that there are no encroachments on the West Park Property other than what are listed on the Title Commitment. The Survey shall set forth a metes and bounds description of the West Park Property. Upon approval of the Survey by City and the Title Company, the legal descriptions contained in the Survey shall be used by the Parties as the legal descriptions contained in the Special Warranty Deed and all other documents related to this Agreement without the necessity of amending this Agreement. Meritage shall pay all costs and expenses in connection with the Survey and any survey modifications or certificates obtained by Meritage in connection with the West Park Property, and such obligation of Meritage shall survive any termination of this Agreement.

(c) Not later than ten (10) days after City's receipt of the last of the Survey and Title

Commitment, City shall notify Meritage and Title Company of any objections to the Survey or Title Commitment. If City states any such objections, Meritage may, but shall not be required to attempt to satisfy them prior to Closing. If Meritage delivers written notice to City not later than the tenth (10^{th}) calendar day after Meritage's receipt of City's objections that Meritage is unable or unwilling to satisfy such objections, or if Meritage does not deliver written notice to City prior to the expiration of such ten (10) day period stating that Meritage will cure City's objections, City may either (i) waive such objections and accept title as Meritage is able to convey, in which event, all matters set forth on the Title Commitment and Survey shall be deemed to have been approved by City and shall constitute "Permitted Exceptions" for purposes of this Agreement, or (ii) terminate this Agreement by written notice to Meritage and the Title Company prior to the expiration of the Inspection Period without further liability to either City or Meritage, except for obligations of Meritage which survive termination of this Agreement.

3.2 **Inspection Period.**

(a) During the Inspection Period, City and its agents, employees, or contractors shall have the right to enter upon the West Park Property to conduct such inspections, tests and studies as City may deem necessary; provided, any intrusive testing shall require the prior written consent of Meritage, not to be unreasonably withheld. If for any reason City determines not to take title to the West Park Property, City may terminate this Agreement by notifying Meritage and Title Company in writing prior to the expiration of the Inspection Period. If City does not timely terminate this Agreement under this Section 3.2, City shall have no further right to do so under this Section 3.2; and City shall have waived its right to terminate this Agreement within the Inspection Period.

(b) City may enter the West Park Property to conduct its inspection but shall be solely responsible for any damages caused thereby, and any claims arising therefrom. City shall restore any such damages within five (5) days after any entry on to the Property by City or any of its employees, agents, contractors or consultants. City shall be responsible for and shall pay all costs, liabilities, damages and expenses arising in connection with any entry on to or inspections of the West Park Property by City or any of its employees, agents, contractors or consultants. City's obligations under this paragraph shall survive any termination of this Agreement.

3.3 **Closing.** The Closing shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the Parties.

3.4. **Closing Deliverables.**

(a) At the Closing, Meritage shall deliver to the Title Company:

(i) A Special Warranty Deed substantially in the form attached hereto as **Exhibit "A"**, conveying good and indefeasible fee simple title to the West Park Property to City, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance ("the Title

Policy") in the amount of the Insured Amount insuring title in the West Park Property to City; and

(v) possession of the West Park Property, free of parties in possession, except for rights arising pursuant to the Permitted Exceptions.

(b) At the Closing, City shall deliver such documents as may be reasonably required by the Title Company.

3.5 **Taxes.** Meritage shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorneys' fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs. In addition, Meritage will pay at Closing the pro-rated amount of ad valorem taxes for the West Park Property for the calendar year of Closing in accordance with Texas Tax Code §26.11. CITY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY CITY FROM AND AFTER THE DATE OF ITS CONVEYANCE TO CITY.

3.6. **Closing Costs.** Meritage hereby agrees to pay and be responsible for all closing costs relating to conveying the West Park Property to City, including, but not limited to:

(i) All fees and premiums for the Basic Owners Title Policy and any optional endorsements, deletions, and amendments to be issued by the Title Company, including, but not limited to, the T-3 Survey Deletion endorsement;

(ii) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the West Park Property;

(iii) All fees for the Survey (if not paid outside of Closing);

(iv) The Title Company's escrow fee;

(v) Costs related to recording the Special Warranty Deed;

(vi) All costs and expenses incurred by or on behalf of Meritage, including Meritage's attorneys' fees; and

(vii) Such other incidental costs and fees customarily paid by purchasers of property in Collin County, Texas, for transactions of a similar nature to the transaction contemplated herein.

Notwithstanding anything in the foregoing to the contrary, City agrees to be responsible for payment of City's attorneys' fees with respect the conveyance of the West Park Property to City.

3.7. **Permitted Exceptions.** The current zoning, the lien for current taxes, any exceptions to title to which no objection is made by City pursuant to Section 3.1(c) and any matters set forth on the Title Commitment or Survey as of the date of expiration of the Inspection Period shall be deemed to be Permitted Exceptions. In no case shall any lien created or assumed by Meritage which is noted on Schedule C of the Title Commitment be deemed a Permitted Exception with respect to the West Park Property, and, notwithstanding Section 3.1(c), above, shall be cured by Meritage prior to Closing. Notwithstanding anything to the contrary herein, as a condition of Closing, Meritage must resolve at Meritage's sole cost the items that are listed on Schedule C of the Title Commitment which relate to Meritage's corporate existence or authority, remove all liquidated liens created or assumed by Meritage, remove all exceptions that arise by, through, or under Meritage after the Effective Date which are not permitted pursuant to the provisions of this Agreement, and use due diligence to cure the Title Objections that Meritage has agreed to cure by written notice to Purchaser.

Article IV
Design and Construction of the West Park Improvements

4.1 **<u>West Park Improvements Construction; Costs</u>.** As further consideration for this Agreement, Meritage, at Meritage's cost, agrees to design and construct, or cause the design and construction of, the West Park Improvements.

4.2 **<u>Approval of Design</u>**.

(a) Meritage shall submit to City plans and specifications for the West Park Improvements prior to Commencement of Construction, advertising for bids or requesting proposals for the West Park Improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the City Manager or designee.

(b) The City Manager shall approve or disapprove plans and specifications for the West Park Improvements within fifteen (15) business days after receipt of a complete set of plans and supporting documents or any amendments or resubmittals with changes. The City Manager shall approve or disapprove plans and specifications within ten (10) business days after receipt of an amended submittal for compliance purposes only. In the event the City Manager disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval. If the plans or specifications do not comply with Development Regulations, Meritage shall revise the plans and specifications appropriately and resubmit to the City Manager for review.

(c) The procedures for review and approval/rejection of the plans and specifications for the West Park Improvements shall continue until such time as the City Manager approves the plans and specifications, at which time such plans and specifications shall constitute the "Approved Plans."

4.3 **<u>Procurement of Permits</u>**. Meritage shall be solely responsible for obtaining any licenses or permits that are required by City relating to the construction of the West Park Improvements. This Agreement does not constitute a waiver by City of any applicable Development Regulations enacted by City.

4.4 Grant of License. Subject to the terms, conditions, and restrictions set forth in this Agreement, City finds that it will serve the public purpose to grant, and does hereby grant, to Meritage a revocable, non-exclusive license ("**the License**") to enter onto and use the West Park Property for the purpose of (i) constructing the West Park Improvements, (ii) repairing and maintaining the West Park Improvements after Completion of Construction, and (iii) performing such other tasks that this Agreement obligates Meritage, its successors and assigns to perform. This Agreement and the License granted hereby are subject to any existing public or private easement and/or facility located in, on, under, above, across or upon the West Park Property, to all vested rights presently owned by any utility or communication company, public or private, for the use of the West Park Property for facilities presently located within the boundaries of the West Park Property and to any existing lease, license, or other interest in the West Park Property granted by City to any individual, corporation or other entity, public or private now or hereafter. Meritage shall notify City not later than three (3) business day prior to Commencement of Construction and shall provide City with an estimated time of completion.

4.5 Ownership and Future Repair and Maintenance of West Park Improvements.

(a) The Parties understand, acknowledge, and agree that, upon Completion of Construction, Meritage will have no ownership interest in the West Park Improvements or any portion of the West Park Property upon which the West Park Improvements have been constructed. Notwithstanding the foregoing, Meritage may, at its election and at the sole cost of Meritage, repair and maintain the West Park Improvements.

(b) If Meritage exercises its election pursuant to the preceding sentence, Meritage agrees to repair and maintain the West Park Improvement to at least the same standards as City maintains other public neighborhood parks of comparable size owned by City.

(c) If, after electing to construct, maintain and repair the West Park Improvements in accordance with this Article IV, Meritage desires to cease performing maintenance and repairs to the West Park Improvements, Meritage shall provide notice to City of its desire to terminate such maintenance and repairs not less than one (1) year prior to such termination. The License shall terminate and be of no further effect on the date Meritage terminates its right to maintain and repair the West Park Improvements.

(d) Meritage understands, acknowledges, and agrees that City will be using the West Park Property as a public park. Neither Meritage nor any successor in title to any portion of the PD-37 Property, including those portions of the PD-37 owned by Meritage, shall have the right to exclude any member of the public from the West Park Property after title to the West Park Property is conveyed to City.

4.6 Insurance.

(a) Required Coverage. With respect to any construction, repair, or maintenance on the West Park Property performed by Meritage or contractors and others performing work on the West Park Property pursuant to the License, Meritage shall obtain and maintain in full force and effect at its expense, and shall cause each of Meritage's contractors who perform any repairs or maintenance on the West Park Property to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial General Liability Policy Commercial general liability insurance on an occurrence basis protecting and indemnifying City against claims for injury to or death of persons, or damage to or destruction of property, such insurance to afford immediate protection to the limit of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, with overlying umbrella liability insurance coverage of not less than $5,000,000 as to both injury to or death of persons and damage to or destruction of property and will be endorsed specifically to include within its scope of coverage all liabilities and indemnities for which Meritage is obligated and liable under the terms of this Agreement; and with respect to the umbrella liability insurance coverage will not provide for a self-insured retention in excess of $25,000;

(ii) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas;

(iii) Business auto liability insurance policy covering motor vehicles owned, not owned and hired by Meritage and its contractors, protecting and indemnifying Meritage and City against claims for injury to or death of persons, or damage to or destruction of property, such insurance to afford immediate protection to the limit of not less than $1,000,000 combined single limit covering both injury to or death of persons and damage to or destruction of property;

(b) **Waiver of Subrogation Rights**. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against City.

(c) **Additional Insured Status**. With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to City under Texas law including products/completed operations.

(d) **Certificates of Insurance**.

(i) Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services under this Agreement and annually for a minimum of four (4) years following termination of this Agreement, abandonment or completion of work on the Public Infrastructure. All required policies shall be endorsed to provide City with thirty (30) days' notice prior to cancellation or non-renewal of coverage. Meritage shall provide thirty (30) days' written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Section.

(ii) On every date of renewal of the required insurance policies, Meritage shall cause (and cause its contractors) a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Meritage shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to City is a condition precedent to the payment of any amounts due to Meritage by City. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement.

(e) **Carriers**. All policies of insurance required to be obtained by Meritage and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by Meritage's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

4.7 **INDEMNIFICATION AND HOLD HARMLESS**. MERITAGE, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF MERITAGE, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF THE EAST PARK IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION**. **MERITAGE SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY CITY AGAINST CLAIMS CAUSED BY CITY'S SOLE NEGLIGENCE.** IF CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF MERITAGE AND CITY, MERITAGE'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO MERITAGE'S OWN PERCENTAGE OF RESPONSIBILITY. MERITAGE, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY

MANNER OR ARISE IN CONNECTION WITH: (1) CITY'S RELIANCE UPON MERITAGE'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE EAST PARK PROPERTY; OR (3) CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE EAST PARK PROPERTY.

4.8 **No Liens; Bonds.** Meritage understands and acknowledges that, as property owned by a home rule municipality, a valid lien cannot attach to the West Park Property to secure the payment of the cost of labor and materials related to the construction of the West Park Improvements on the West Park Property. Meritage shall require its contractor to obtain payment and performance bonds in the amount of the costs for construction of the West Park Improvements in compliance with Chapter 2253, Texas Government Code, as amended, with both Meritage and City as owners for purpose of the construction of the West Park Improvements.

4.9 **Restoration of West Park Property**. Prior to Completion of Construction, Meritage shall return the surface of the West Park Property to as close as reasonably practical to its original condition prior to Commencement of Construction. The area of the West Park Property where the West Park Improvements are located shall be restored in accordance with the Approved Plans.

Article V
Parkland Dedication and PD-37 Ordinance Requirements

The Parties understand, acknowledge, and agree that Closing on the conveyance of the East Park Property and the West Park Property to City:

(a) is required to comply with the requirements of Section 2.G.a. of the PD-37 Ordinance;

(b) will fully satisfy any requirement to dedicate land to or pay funds to City pursuant to Section 8-19 of the Sachse Code of Ordinances with respect to any portion of the PD-37 Property, including those portions not owned by Meritage; and

(c) must occur prior to City's issuance of any building permits for any building to be constructed on any portion of the PD-37 Property, including portions of the PD-37 Property not owned by Meritage.

Article VI
Miscellaneous

6.1 **Notices**. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the third (3rd) business day after being deposited with the United States Postal Service, Certified Mail, Return Receipt Requested; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

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

With Copy to:
Joseph G. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

To Meritage:

Meritage Homes of Texas, LLC
Attn: David Aughinbaugh
8840 Cypress Waters Boulevard, Ste. 100
Dallas, Texas 75019

With a Copy to:

Winstead PC
Attn: Tommy Mann
500 Winstead Building
2728 N. Harwood St.
Dallas, TX 75201

6.2 Successors and Assigns. All obligations and covenants of the Parties under this Agreement shall be binding on the Parties, their successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld; provided, however, after Closing, Meritage may assign this Agreement to a homeowners' association (the "HOA") established to operate and maintain the common areas and other amenities of the portions of the PD-37 Property as of the Effective Date without City's consent provided as part of such assignment the HOA agrees to assume in writing all rights and remaining obligations of Meritage set forth in this Agreement.

6.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.4 Time is of the Essence. Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

6.5 Non-Business Day. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next day that does not fall on a Saturday, Sunday, or holiday.

6.6 Brokers. The Parties represent and warrant that they have not worked with any broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party shall indemnify each other from any claim for brokers' commissions relative to the conveyance of the West Park Property and alleged to be due.

6.7 Exhibits. The exhibits attached to this Agreement are incorporated herein and made a part of this Agreement as if fully set forth herein.

6.8 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

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

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

6.12 Failure to Enforce Not a Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

6.13 No Waiver of Powers or Immunity. City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow City and Meritage to enforce their remedies under this Agreement.

6.14 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than Meritage and City any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of Meritage and City.

6.15 No Conveyance. After conveyance of the West Park Property to City pursuant to Article III of this Agreement, this Agreement does not, and is not intended to, convey to Meritage any real property interest in the West Park Property.

6.16 Prohibition of Boycott of Israel. Meritage verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement. This Section 6.16 does not apply if Meritage is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Meritage has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

SIGNED AND AGREED this the ______ day of ______________, 2020.

City of Sachse, Texas

By: ____________________________________
Gina Nash, City Manager

SIGNED AND AGREED this _____ day of _________________, 2020.

MERITAGE HOMES OF TEXAS, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

By: ______________________________
David Aughinbaugh, Vice-President-
Land Development

After Recording, Return to:
City of Sachse
Attn: City Secretary
3815 Sachse Road, Bldg. B
Sachse, Texas, 75048

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: ________________, 2020

Grantor: Meritage Homes of Texas, LLC, a Texas Limited Liability Company

Grantor's Mailing Address: 8840 Cypress Waters Boulevard, Ste. 600, Dallas, Texas 75019 [Dallas County]

Grantee: City of Sachse, Texas

Grantee's Mailing Address: 3815 Sachse Road, Bldg. B, Sachse, Texas, 75048 [Dallas County]

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements): Being a 0.943 acre (41,090 sq. ft.) tract of land out of the James Cumbra Survey, Abstract No. 243, City of Sachse, Collin County, Texas, the boundaries of which are more particularly described and depicted on the parcel described as Lot 6, Block A, in the Conveyance Plat of Ranch Road Tract – Lots 1-6, Block A, recorded January 15, 2020, as Instrument No. 20200115010000190, Official Public Records, Collin County, Texas

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and all oil, gas, and other minerals heretofore reserved by prior grantors.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and

Grantor's heirs, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through, and under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

MERITAGE HOMES OF TEXAS, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY

[Exhibit Only – Do Not Sign]

By: ______________________________
David Aughinbaugh, Vice-President-
Land Development

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, on the _____ day of ________________ 2020, by **David Aughinbaugh, Vice-President - Land Development** for Meritage Homes of Texas, LLC, an Arizona Limited Liability Company, for and on behalf of said company.

____
Notary Public, State of Texas

My commission expires: _______________

STATE OF TEXAS	§	**PARKLAND CONVEYANCE AND DEVELOPMENT**
	§	**AGREEMENT BETWEEN PMB ACQUISITIONS, LLC AND**
COUNTY OF COLLIN	§	**THE CITY OF SACHSE**

This **Parkland Conveyance and Development Agreement** ("Agreement") is made by and between the **City of Sachse** ("City"), a Texas home rule municipality, and **PMB Acquisitions, LLC** ("PMB"), a Texas limited liability company, and acting by and through their duly authorized representatives. PMB and City are referred to herein collectively as "the Parties" or individually as "Party."

RECITALS

WHEREAS, on or about May 20, 2019, City enacted the PD-37 Ordinance relating the use and development of the PD-37 Property; and

WHEREAS, Section 2.G.a. of the PD-37 Ordinance requires that a minimum of four (4) acres of the PD-37 Property be dedicated to City by final plat and prior to issuance by City of any building permits relating construction of buildings on the PD-37 Property to be used as a City park; and

WHEREAS, PMB is the owner of the East Park Property (as hereafter defined); and

WHEREAS, Meritage is the owner of the West Park Property (as hereinafter defined); and

WHEREAS, in order to comply with the provisions of Section 2.G.a. of the PD-37 Ordinance with respect to the minimum area of land to be dedicated to City for City park use, both the East Park Property and the West Park Property must be conveyed to City; and

WHEREAS, PMB desires to convey the East Park Property in advance of approval of any final plat for the PD-37 Property; and

WHEREAS, as an inducement to obtain City's agreement to accept a conveyance of the East Park Property prior to approval a final plat for any portion of the PD-37 Property as well as to obtain City's cooperation in allowing PMB to satisfy PMB's obligations under certain provisions of the PD-37 Development Agreement, PMB has offered to construct the Parking Lot at PMB's cost after conveyance of the East Park Property to City; and

WHEREAS, City has determined that constructing the Parking Lot on the East Park Property will be beneficial to City and its residents; and

WHEREAS, the Parties desire to set forth their agreement relating to conveyance of the East Park Property to City, the entry of PMB and its contractors onto the East Park Property for construction of the East Park Improvements, and subsequent ownership and maintenance of the East Park Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

The term of this Agreement shall commence on the Effective Date and shall terminate thirty (30) days after Completion of Construction, unless sooner terminated as provided herein.

Article II
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them in this Article II unless the context clearly indicates a different meaning:

"78 Lander Miller, Ltd." means 78 Lander Miller, Ltd., a Texas limited partnership, whose address is 5001 Spring Valley Road, Suite 1100W, Dallas, Texas 75244.

"Approved Plans" means the plans and specifications for the construction of the East Park Improvements, approved by the Parties in accordance with Section 4.2, below.

"City Council" means City's elected governing body commonly known as the City Council of the City of Sachse, Texas.

"Closing" means the date PMB conveys fee simple title in the East Park Property to City and the Parties have satisfied all conditions and signed all other documents necessary for Title Company to issue the Title Policy to City with respect to the East Park Property.

"Closing Date" means on or before the tenth (10^{th}) day after the end of the Inspection Period, unless an earlier date is agreed upon in writing by the Parties.

"Commencement of Construction" means that (i) the Approved Plans have been prepared and all approvals of the Approved Plans required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the East Park Improvements pursuant to the Approved Plans have been issued by all applicable governmental authorities and (iii) the grading and/or preparation of the land for construction of the East Park Improvements has commenced.

"Completion of Construction" means (i) the East Park Improvements have been substantially completed in accordance with the Approved Plans; and (ii) the East Park Improvements have been approved and/or accepted (whichever is applicable) in writing by City.

"Conveyance Plat" means that certain Conveyance Plat of Ranch Road Tract approved by City on January 13, 2020, and recorded January 15, 2020, as Instrument No. 20200115010000190, Official Public Records, Collin County, Texas.

"Development Regulations" mean the ordinances, regulations, and policies adopted by City applicable to the use and development of the PD-37 Property including, but not limited to, the PD-37 Ordinance, as amended.

"East Park Concept Plan" means that certain document titled "Park Exhibit" and approved by City's Director of Parks and Recreation on January 31, 2020, a copy of which is attached hereto as **Exhibit "B"**.

"East Park Improvements" means the Parking Lot and water line and electrical stub outs constructed or installed on the East Park Property in accordance with the Approved Plans.

"East Park Property" means the real property identified as Lot 1, Block A on the Conveyance Plat.

"Effective Date" means the date this Agreement has been signed by authorized representatives of all of the Parties.

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

"Inspection Period" means the period of time starting on the Effective Date and ending at 5:00 p.m. Central Time on the thirtieth (30^{th}) day after the Effective Date.

"Meritage" means Meritage Homes of Texas, LLC, an Arizona limited liability company, doing business in Texas with offices located at 8840 Cypress Waters Boulevard, Suite 100, Dallas, Texas 75019.

"Parking Lot" means a concrete parking lot containing no fewer than 50 parking spaces and associated driveways, curbs, wheel stops, signs, pavement markings and other related improvements constructed on the East Park Property in accordance with the Approved Plans.

"PD-37 Development Agreement" means that certain Development Agreement by and among PMB, Meritage, and 78 Lander Miller, Ltd. dated July 18, 2019, and recorded July 22, 2019, as Instrument No. 20190722000861640, Official Public Records, Collin County, Texas.

"PD-37 Ordinance" means City of Sachse, Texas Ordinance No. 3923 enacted by the City Council on May 20, 2019.

"PD-37 Property" means that certain 61.160 acres of land located with the City of Sachse and described on Exhibit "A" to the PD-37 Ordinance.

"Title Company" means the offices of Republic Title of Texas, Inc., located at 2626 Howell Street, 10th Floor, Dallas, Texas 75204, acting through Clay Arnold, its Vice-President/Escrow Officer.

"West Park Property" means the real property identified as Lot 6, Block A on the Conveyance Plat.

Article III
Conveyance of East Park Property

As a condition precedent to City's issuance of building permits for any building to be constructed on the PD-37 Property pursuant to the PD-37, and City's agreement to accept title to the East Park Property prior to approval of any final plat for any part of the PD-37 Property, PMB agrees to convey the East Park Property to City in accordance with the following:

3.1 **Title and Survey.**

(a) Not later than fifteen (15) days after the Effective Date, PMB shall, at PMB's expense, deliver or caused to be delivered to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the East Park Property from the Title Company issued to City with a proposed insured amount of $250,000.00, (the "Insured Amount") setting forth the state of title to the East Park Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the East Park Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment that are available to the Title Company;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession as of the Effective Date with respect to the Property;

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(v) the most recent survey and plat of the East Park Property that PMB has in PMB's possession; and

(vi) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the East Park Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the East Park Property.

(b) If the survey provided by PMB pursuant to Section 3.1(a)(v) (if so provided), is determined by Title Company to be insufficient for purposes of obtaining a T-3 Survey Deletion endorsement to the Title Policy (as defined below), not later than thirty (30) days after the Effective Date, PMB, at PMB's cost, will have a new survey (the "Survey") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor in a form sufficient to obtain a T-3 Survey Deletion endorsement issued with the Title Policy. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the East Park Property, if any. The Survey shall contain the surveyor's certification that there are no encroachments on the East Park Property other than what are listed on the Title Commitment. The Survey shall set forth a metes and bounds description of the East Park Property. Upon approval of the Survey by City and the Title Company, the legal descriptions contained in the Survey shall be used by the Parties as the legal descriptions contained in the Special Warranty Deed and all other documents related to this Agreement without the necessity of amending this Agreement. PMB shall pay all costs and expenses in connection with the Survey and any survey modifications or certificates obtained by PMB in connection with the East Park Property, and such obligation of PMB shall survive any termination of this Agreement.

(c) Not later than ten (10) days after City's receipt of the last of the Survey and Title Commitment, City shall notify PMB and Title Company of any objections to the Survey or Title Commitment. If City states any such objections, PMB may, but shall not be required to attempt to satisfy them prior to Closing. If PMB delivers written notice to City not later than the tenth (10^{th}) calendar day after PMB's receipt of City's objections that PMB is unable or unwilling to satisfy such objections, or if PMB does not deliver written notice to City prior to the expiration of such ten (10) day period stating that PMB will cure City's objections, City may either (i) waive such objections and accept title as PMB is able to convey, in which event, all matters set forth on the Title Commitment and Survey shall be deemed to have been approved by City and shall constitute "Permitted Exceptions" for purposes of this Agreement, or (ii) terminate this Agreement by written notice to PMB and the Title Company prior to the expiration of the Inspection Period without further liability to either City or PMB, except for obligations of PMB which survive termination of this Agreement.

3.2 **Inspection Period.**

(a) During the Inspection Period, City and its agents, employees, or contractors shall have the right to enter upon the East Park Property to conduct such inspections, tests and studies as City may deem necessary; provided, any intrusive testing shall require the prior written consent of PMB, not to be unreasonably withheld. If for any reason City determines not to take title to the East Park Property, City may terminate this Agreement by notifying PMB and Title Company in writing prior to the expiration of the Inspection Period. If City does not timely terminate this Agreement under this Section 3.2, City shall have no further right to do so under this Section 3.2; and City shall have waived its right to terminate this Agreement within the Inspection Period.

(b) City may enter the East Park Property to conduct its inspection but shall be solely responsible for any damages caused thereby, and any claims arising therefrom. City shall restore any such damages within five (5) days after any entry on to the Property by City or any of its employees, agents, contractors or consultants. City shall be responsible for and shall pay all costs, liabilities, damages and expenses arising in connection with any entry on to or inspections of the East Park Property by City or any of its employees, agents, contractors or consultants. City's obligations under this paragraph shall survive any termination of this Agreement.

3.3 **Closing.** The Closing shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the Parties.

3.4. **Closing Deliverables.**

(a) At the Closing, PMB shall deliver to the Title Company:

(i) A Special Warranty Deed substantially in the form attached hereto as **Exhibit "A"**, conveying good and indefeasible fee simple title to the East Park Property to City, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance ("the Title Policy") in the amount of the Insured Amount insuring title in the East Park Property to City; and

(v) possession of the East Park Property, free of parties in possession, except for rights arising pursuant to the Permitted Exceptions.

(b) At the Closing, City shall deliver such documents as may be reasonably required by the Title Company.

3.5 **Taxes.** PMB shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorneys' fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs. In addition, PMB will pay at Closing the pro-rated amount of ad valorem taxes for the East Park Property for the calendar year of Closing in accordance with Texas Tax Code §26.11. CITY IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY CITY FROM AND AFTER THE DATE OF ITS CONVEYANCE TO CITY.

3.6. **Closing Costs.** PMB hereby agrees to pay and be responsible for all closing costs relating to conveying the East Park Property to City, including, but not limited to:

(i) All fees and premiums for the Basic Owners Title Policy and any optional endorsements, deletions, and amendments to be issued by the Title Company, including, but not limited to, the T-3 Survey Deletion endorsement;

(ii) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the East Park Property;

(iii) All fees for the Survey (if not paid outside of Closing);

(iv) The Title Company's escrow fee;

(v) Costs related to recording the Special Warranty Deed;

(vi) All costs and expenses incurred by or on behalf of PMB, including PMB's attorneys' fees; and

(vii) Such other incidental costs and fees customarily paid by purchasers of property in Collin County, Texas, for transactions of a similar nature to the transaction contemplated herein.

Notwithstanding anything in the foregoing to the contrary, City agrees to be responsible for payment of City's attorneys' fees with respect the conveyance of the East Park Property to City.

3.7. **Permitted Exceptions.** The current zoning, the lien for current taxes, any exceptions to title to which no objection is made by City pursuant to Section 3.1(c) and any matters set forth on the Title Commitment or Survey as of the date of expiration of the Inspection Period shall be deemed to be Permitted Exceptions. In no case shall any lien created or assumed by PMB which is noted on Schedule C of the Title Commitment be deemed a Permitted Exception with respect to the East Park Property, and, notwithstanding Section 3.1(c), above, shall be cured by PMB prior to Closing. Notwithstanding anything to the contrary herein, as a condition of Closing, PMB must resolve at PMB's sole cost the items that are listed on Schedule C of the Title Commitment which relate to PMB's corporate existence or authority, remove all liquidated liens created or assumed by PMB, remove all exceptions that arise by, through, or under PMB after the Effective Date which are not permitted pursuant to the provisions of this Agreement, and use due diligence to cure the Title Objections that PMB has agreed to cure by written notice to Purchaser.

Article IV
Design and Construction of the East Park Improvements

4.1 **East Park Improvements Construction; Costs.** As further consideration for this Agreement, and after Closing, PMB, at no cost to City, agrees to design and construct, or cause the design and construction of, the East Park Improvements.

4.2 **Approval of Design.**

(a) PMB shall submit or cause to be submitted to the City plans and specifications for the East Park Improvements prior to Commencement of Construction, advertising for bids or requesting proposals for the East Park Improvements. Such plans and specifications shall be substantially consistent with the East Park Concept Plan. No construction shall commence until the related plans and specifications have been approved in writing by the City Manager or designee.

(b) The City Manager shall approve or disapprove plans and specifications for the East Park Improvements within fifteen (15) business days after receipt of a complete set of plans and supporting documents or any amendments or resubmittals with changes. The City Manager shall approve or disapprove plans and specifications within ten (10) business days after receipt of an amended submittal for compliance purposes only. In the event the City Manager disapproves of any plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval. If the plans or specifications do not comply with Development Regulations, PMB shall revise the plans and specifications appropriately and resubmit to the City Manager for review.

(c) The procedures for review and approval/rejection of the plans and specifications for the East Park Improvements shall continue until such time as the City Manager approves the plans and specifications, at which time such plans and specifications shall constitute the "Approved Plans."

4.3 **Procurement of Permits**. Construction of the East Park Improvements shall not commence prior to issuance of any licenses or permits that are required by City relating to the construction of the East Park Improvements. This Agreement does not constitute a waiver by City of any applicable Development Regulations enacted by City.

4.4 **Grant of License**. Subject to the terms, conditions, and restrictions set forth in this Agreement, City finds that it will serve the public purpose to grant, and does hereby grant, to PMB a revocable, non-exclusive license ("**the License**") authorizing PMB, its officers, employees, contractors, and such other parties involved in or responsible for constructing the East Park Improvements (collectively the "Licensees") to enter onto and use the East Park Property for the purpose of (i) constructing the East Park Improvements, and (ii) to perform such other tasks that this Agreement obligates PMB, its successors and assigns to perform (collectively the "Licensed Use"). This Agreement and the License granted hereby are subject to any existing public or private easement and/or facility located in, on, under, above, across or upon the East Park Property, to all vested rights presently owned by any utility or communication company, public or private, for the use of the East Park Property for facilities presently located within the boundaries of the East Park Property and to any existing lease, license, or other interest in the East Park Property granted by City to any individual, corporation or other entity, public or private now or hereafter. The License shall terminate and no longer be effective upon the earlier of (i) termination of this Agreement and (ii) Completion of Construction of the East Park Improvements and acceptance of the East Park Improvements by City. City must be notified by one or more of the Licensees not later than three (3) business day prior to entering the East Park Property to cause Commencement of Construction and shall provide City with an estimated time of completion.

4.5 **Ownership and Future Maintenance of East Park Improvements**. The Parties understand, acknowledge, and agree that, upon Completion of Construction, neither PMB nor any of the Licensees will have an ownership interest in the East Park Improvements or any portion of the East Park Property upon which the East Park Improvements have been constructed. All future maintenance of the East Park Improvements shall be the responsibility of City. Prior to Completion of Construction and acceptance of the East Park Improvements by

City, City must be provided with a two-year maintenance bond for the full costs of construction of the East Park Improvements, listing City as the Obligee/Owner.

4.6 Insurance.

(a) Required Coverage. Prior to entering the East Park Property for the Licensed Use and Commencement of Construction of the East Part Improvements, PMB shall obtain and maintain , and/or shall cause one or more the Licensee's to obtain and maintain, at no expense to City, the following policies of insurance and coverage that shall, collectively, provide coverage relating to the activities of all Licensees, their offices, employees, contractors, and subcontractors entering onto the East Park Property pursuant to the License:

(i) Commercial General Liability Policy Commercial general liability insurance on an occurrence basis protecting and indemnifying City against claims for injury to or death of persons, or damage to or destruction of property, such insurance to afford immediate protection to the limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, with overlying umbrella liability insurance coverage of not less than \$5,000,000 as to both injury to or death of persons and damage to or destruction of property and will be endorsed specifically to include within its scope of coverage all liabilities and indemnities for which PMB is obligated and liable under the terms of this Agreement; and with respect to the umbrella liability insurance coverage will not provide for a self-insured retention in excess of \$25,000;

(ii) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas;

(iii) Business auto liability insurance policy covering motor vehicles owned, not owned and hired by PMB and its contractors, protecting and indemnifying PMB and City against claims for injury to or death of persons, or damage to or destruction of property, such insurance to afford immediate protection to the limit of not less than \$1,000,000 combined single limit covering both injury to or death of persons and damage to or destruction of property;

(b) Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against City.

(c) Additional Insured Status. With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to City under Texas law including products/completed operations.

(d) Certificates of Insurance.

(i) Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services under this Agreement and annually for a minimum of four (4) years following termination of this Agreement, abandonment or completion of work on the Public Infrastructure. All required policies shall be endorsed to provide City with thirty (30) days' notice prior to cancellation or non-renewal of coverage. PMB shall provide thirty (30) days' written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Section.

(ii) On every date of renewal of the required insurance policies, PMB shall cause (and cause its contractors) a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, PMB shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to City is a condition precedent to the payment of any amounts due to PMB by City. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement.

(e) **Carriers**. All policies of insurance required to be obtained by PMB and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by PMB's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

4.7 **INDEMNIFICATION and HOLD HARMLESS**. PMB, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF PMB, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF THE EAST PARK IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO**

<u>THE TERMS OF THIS SECTION</u>. PMB SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY CITY AGAINST CLAIMS CAUSED BY CITY'S SOLE NEGLIGENCE. IF CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF PMB AND CITY, PMB'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO PMB'S OWN PERCENTAGE OF RESPONSIBILITY. PMB, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) CITY'S RELIANCE UPON PMB'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE EAST PARK PROPERTY; OR (3) CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE EAST PARK PROPERTY.

4.8 **<u>No Liens; Bonds</u>.** PMB understands and acknowledges that, as property owned by a home rule municipality, a valid lien cannot attach to the East Park Property to secure the payment of the cost of labor and materials related to the construction of the East Park Improvements on the East Park Property. PMB shall require its contractor to obtain payment and performance bonds in the amount of the costs for construction of the East Park Improvements in compliance with Chapter 2253, Texas Government Code, as amended, with both PMB and City as owners for purpose of the construction of the East Park Improvements.

4.9 **<u>Completion of Construction</u>.**

(a) Subject to delays resulting from events constituting a Force Majeure, Completion of Construction of the East Park Improvements shall occur not later than the latter of (i) one hundred eighty (180) days after the date the Approved Plans are approved and (ii) one hundred eighty (180) days after Closing.

(b) If Completion of Construction does not occur within the time set forth in Section 4.9(a), City shall have the right to cease issuing (i) any building permits for new buildings to be constructed on any part of the PD-37 Property not located within the Residential District (as shown on Exhibit "B" of the PD-37 Ordinance) and/or (ii) any certificates of occupancy or approval of final inspections with respect to buildings under construction on any part of the PD-37 Property not located within the Residential District (as shown on Exhibit "B" of the PD-37 Ordinance) for which building permits have been issued, until such time that:

(i) The East Park Improvements are complete; or

(ii) PMB pays, or causes to be paid, to the City funds in an amount equal to 105% of the estimated remaining costs for construction and/or completion of the East Park Improvements.

4.10 **<u>Restoration of East Park Property</u>.** Prior to Completion of Construction, PMB shall return the surface of the East Park Property to as close as reasonably practical to its original condition prior to Commencement of Construction. The area of the East Park Property where the East Park Improvements are located shall be restored in accordance with the Approved Plans.

Article V
Parkland Dedication and PD-37 Ordinance Requirements

The Parties understand, acknowledge, and agree that Closing on the conveyance of the East Park Property and the West Park Property to City:

(a) is required to comply with the requirements of Section 2.G.a. of the PD-37 Ordinance;

(b) will fully satisfy any requirement to dedicate land to or pay funds to City pursuant to Section 8-19 of the Sachse Code of Ordinances with respect to any portion of the PD-37 Property, including those portions not owned by PMB; and

(c) must occur prior to City's issuance of any building permits for any building to be constructed on any portion of the PD-37 Property, including portions of the PD-37 Property not owned by PMB.

Article VI
Miscellaneous

6.1 **Notices**. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the third (3rd) business day after being deposited with the United States Postal Service, Certified Mail, Return Receipt Requested; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

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

With Copy to:
Joseph G. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

To PMB:
PMB Acquisitions, LLC
Attn: Taylor Baird
4001 Maple Ave, Suite 600
Dallas, Texas 75219

With Copy to:
Jordan Harrison
Jasso Lopez PLLC
950 E. State Hwy 114, Suite 160
Southlake, Texas 76092-5261

6.2 **Successors and Assigns**. All obligations and covenants of the Parties under this Agreement shall be binding on the Parties, their successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

6.3 **Severability**. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.4 **Time is of the Essence**. Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

6.5 **Non-Business Day**. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next day that does not fall on a Saturday, Sunday, or holiday.

6.6 **Brokers**. The Parties represent and warrant that they have not worked with any broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party shall indemnify each other from any claim for brokers' commissions relative to the conveyance of the East Park Property and alleged to be due.

6.7 **Exhibits**. The exhibits attached to this Agreement are incorporated herein and made a part of this Agreement as if fully set forth herein.

6.8 **Governing Law**. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.9 **Entire Agreement**. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

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

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

6.12 **Failure to Enforce Not a Waiver**. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

6.13 No Waiver of Powers or Immunity. City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow City to enforce its remedies under this Agreement.

6.14 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than PMB and City any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of PMB and City.

6.15 No Conveyance. After conveyance of the East Park Property to City pursuant to Article III of this Agreement, this Agreement does not, and is not intended to, convey to PMB any real property interest in the East Park Property.

6.16 Prohibition of Boycott of Israel. PMB verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement. This Section 6.16 does not apply if PMB is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) PMB has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

(Signature Pages to Follow)

SIGNED AND AGREED this the ______ day of ______________, 2020.

City of Sachse, Texas

By: ________________________________
Gina Nash, City Manager

SIGNED AND AGREED this _____ day of _________________, 2020.

PMB ACQUISITIONS, LLC,
A TEXAS LIMITED LIABILITY COMPANY

By: PB Partners Management, LLC, a Texas limited liability company, its Member

By: ______________________________
K. Taylor Baird, Managing Member

After Recording, Return to:
City of Sachse
Attn: City Secretary
3815 Sachse Road, Bldg. B
Sachse, Texas, 75048

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: ________________, 2020

Grantor: PMB Acquisitions, LLC, a Texas Limited Liability Company

Grantor's Mailing Address: 4001 Maple Ave, Suite 600, Dallas, Texas 75219 [Dallas County]

Grantee: City of Sachse, Texas

Grantee's Mailing Address: 3815 Sachse Road, Bldg. B, Sachse, Texas, 75048 [Dallas County]

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements): Being a 3.062 acre (133,362 sq. ft.) tract of land out of the James Cumbra Survey, Abstract No. 243, City of Sachse, Collin County, Texas, the boundaries of which are more particularly described and depicted on the parcel described as Lot 1, Block A, in the Conveyance Plat of Ranch Road Tract – Lots 1-6, Block A, recorded January 15, 2020, as Instrument No. 20200115010000190, Official Public Records, Collin County, Texas

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and all oil, gas, and other minerals heretofore reserved by prior grantors.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through, and under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

PMB ACQUISITIONS, LLC,
A TEXAS LIMITED LIABILITY COMPANY

By: PB Partners Management, LLC, a Texas limited liability company, its Member

[EXHIBIT ONLY – DO NOT SIGN]
By: ______________________________
K. Taylor Baird, Managing Member

Acknowledgment

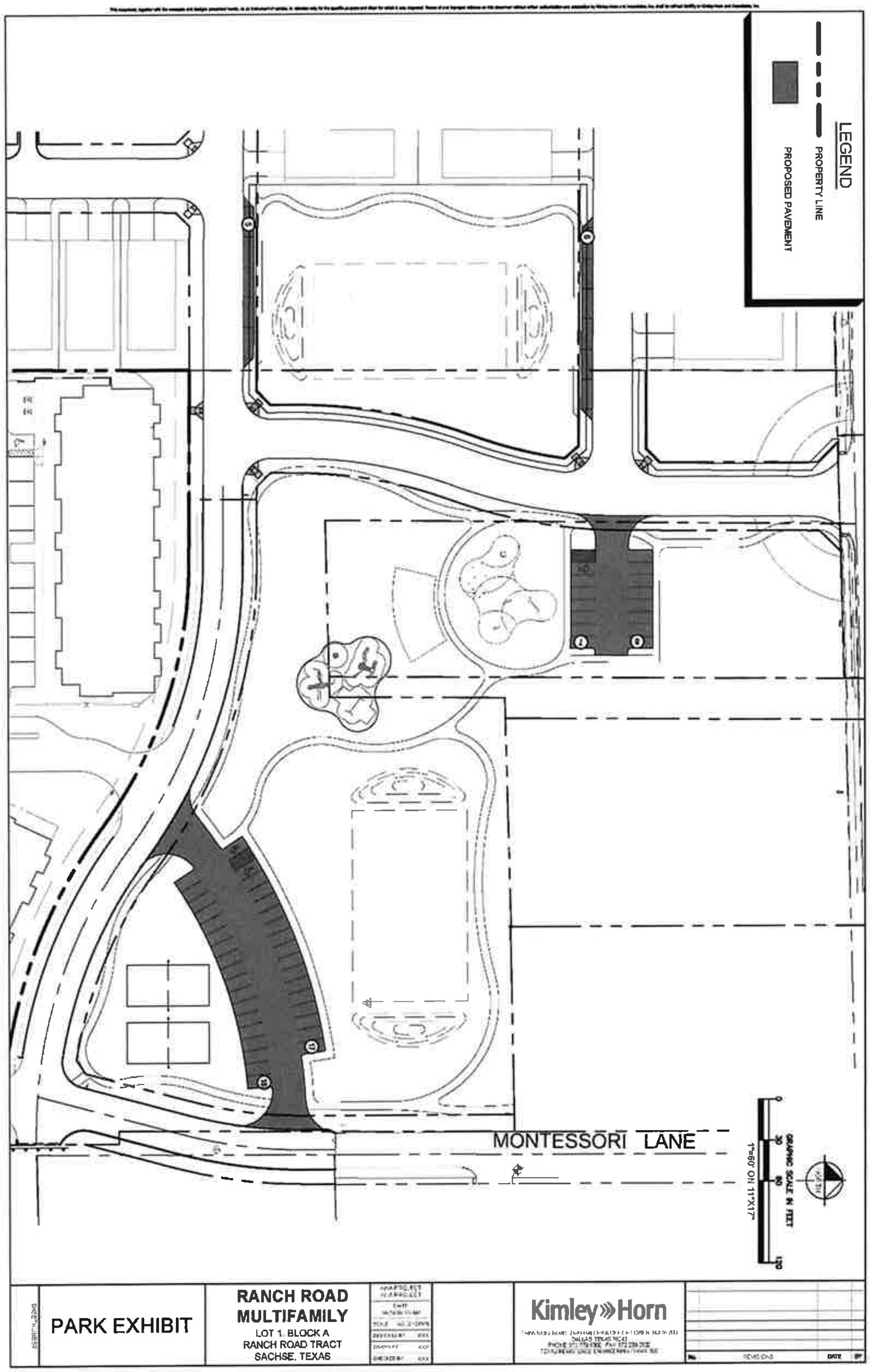
STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me, the undersigned authority, on the _____ day of ________________ 2020, by **K. Taylor Baird**, Managing Member of PB Partners Management, LLC, a Texas limited liability company, in its capacity as Member of PMB Acquisitions, LLC, a Texas Limited Liability Company, for and on behalf of said company.

____
Notary Public, State of Texas

My commission expires: ______________

EXHIBIT "B"
EAST PARK CONCEPT PLAN



Sachse
TEXAS

Agenda Item Details

Meeting	Mar 02, 2020 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	2. Review and discuss the potential Bond 2020 projects and public engagement plan.
Access	Public
Type	Discussion, Information
Goals	Strategically invest in the City's existing and future infrastructure. Be a model of financial stewardship through growth management, responsible investment, and financial transparency. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND
Staff brought a list of capital improvement projects that exceed current operating budget capacity several times in the last year. The list of projects ranges from streets to drainage and facilities. In addition, residents have contacted the City and City councilmembers regarding their desires to have these items addressed. Because the financial magnitude of these projects exceeds the ability of the standard operating expenditures, staff has recommended that the City Council evaluate the potential for a general obligation bond election in 2020. At its December 16, 2019, meeting, the City Council gave its approval to proceed with evaluating what a 2020 general obligation bond election process would look like.

OVERVIEW
As the potential for a general obligation bond in 2020 has been discussed multiple times in the last year, this is an opportunity to evaluate the proposed public engagement package leading up to that decision.

POLICY CONSIDERATIONS
The City Council will make appointments to the Bond 2020 Committee at its next regular meeting on March 16, 2020. The proposed public engagement plan includes plans for the Bond 2020 Committee meeting schedule as well as other public meetings.

RECOMMENDATION
Provide feedback on the proposed Bond 2020 public engagement plan.

Staff Presentation - Bond 2020.pdf (165 KB)

Bond 2020

CITY COUNCIL
MARCH 2, 2020

Overview

- Recap on CIP Presentations
- Bond 2020 Committee
- Bond 2020 Timeline
- Public Engagement Plan
- Council Feedback and Next Steps

Recap of CIP Presentations

Presentation History

- May 6, 2019 – CIP Presentation on Utility Projects
- May 20, 2019 – CIP Presentation on Drainage Projects
- June 3, 2019 – CIP Presentation on Street Projects
- July 22, 2019 – CIP presentation at Council Budget Workshop
- December 16, 2019 – Long Range CIP Presentation

Recap of CIP Presentations

Streets

- Sachse Road Phase 2 - Miles to Merritt
- Sachse Road Phase 3 – Merritt to Country Club
- Sachse Road Phase 4 – Country Club to City Limits
- Bunker Hill Road
- Pleasant Valley Road
- Blackburn/Ingram
- Bailey Road and Hooper
- West Creek - Sachse to Timbercreek
- Williford Road
- 3rd Street - SH 78 to Ingram
- Ben Davis Road - SH 78 to Dewitt Street
- Dewitt Street - Ponderosa to 3rd Street
- Sachse Road - SH 78 to 5th Street
- Collin County Signal Improvements

Estimated at $31 Million Dollars

Utility and drainage rehabilitation will also have to be part of these projects

Recap of CIP Presentations

Utilities

- Anthony Lane Sewer
- Pleasant Valley Water Line
- Natchez Sewer Rehabilitation
- Ingram Road Sewer Reconstruction
- Sachse Road Phase 1 Water Line Additions
- Storage Tanks, Facilities, and Pump Station Improvements
- Lift Station Improvements and Reconstruction

Estimated at $6 Million Dollars

Recap of CIP Presentations

Drainage

- Long Branch Flood Control Improvements
- Jackson Meadows Improvements
- Long Branch from Dewitt to Ingram
- Salmon Park Erosion
- Ongoing Maintenance

Estimated at $5 Million Dollars

Recap of CIP Presentations

Facilities
- Animal Shelter
- Public Works/Parks Facility

Screening Walls
- Various Locations

Estimated at $10 Million Dollars

Running Total

- Streets: $31 million*
- Utilities: $6 million
- Drainage: $5 million
- Facilities/Screening walls: $10 million

*assumes partial funding provided from other sources

Bond 2020 Committee

Bond 2020 Committee

- Committee member characteristics
  - Willing to explore options relative to the bond program
  - Commitment to attend all scheduled Bond 2020 meetings
  - Willingness to participate and provide input
  - Ability to make a recommendation and support that recommendation to the community
- Meeting schedule design
  - Few, but mighty meetings to avoid scheduling conflicts

Bond 2020 Timeline At-a-Glance

March 2020

- March 31, 2020: Bond 2020 Meeting

April 2020

- April 14, 2020: Bond 2020 Meeting
- April 28, 2020: Public Input Meeting #1

May 2020

- May 12, 2020: Public Input Meeting #2

June 2020

- June 14, 2020: Public Input Meeting #3

Bond 2020 Timeline At-a-Glance

July 2020

- July 14, 2020: Bond 2020 Committee Meeting
- July 27, 2020: City Council Budget Workshop

August 2020

- August 3, 2020: Bond Committee Recommendation to Council
- August 17, 2020: Last day to call a November election

September 2020 – November 2020

- Bond 2020 Committee + Political Action Committee works to educate the public on their recommendation relative to the bond

November 2020

- November 3, 2020: Election Day

Public Engagement Plan

- Three public input meetings scheduled throughout the summer
  - Meetings will be truncated versions of the Bond 2020 Committee meetings
  - Will have a short, formal presentation followed with an interactive portion where residents can visit different bond “stations” to learn more
- Dates:
  - April 28, 2020 June 14, 2020
  - May 12, 2020*
    - Mid-May to avoid conflicts with graduation ceremonies

Public Engagement Plan

- To complement the public input meetings, there will also be a robust Bond 2020 page on the City's website
  - www.cityofsachse.com/Bond2020
  - Online form where residents who can't attend in person can submit feedback/questions
  - FAQs on the Bond 2020 plan/CIP
  - Request a Speaker link
  - Archived Bond 2020 presentations from previous meetings
  - Links to all media, press releases, etc. related to Bond 2020
  - Mailers
  - Information at City facilities

Next Steps

- Staff is seeking feedback on the public engagement plan for Bond 2020
- Next steps:
  - March 16, 2020: Council makes Bond 2020 committee appointments
  - March 31, 2020: Bond 2020 committee kick-off meeting
  - April 14, 2020: Bond 2020 committee second meeting
  - April 28, 2020: First public input meeting

Sachse TEXAS

Agenda Item Details

Meeting	Mar 02, 2020 - Regular Combined City Council Meeting
Category	G. Executive Session
Subject	1. The City Council will convene into Executive Session pursuant to the Texas Government Code, Section §551.087(1) Economic Development Negotiations: to deliberate regarding a business prospect that the City desires to have locate in the City: Project Dig. (Continue from Workshop if needed)
Access	Public
Type	Closed Session

Public Content

RECOMMENDATION
Conduct Executive Session as appropriate.