Monday, August 15, 2022
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 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 REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, August 15, 2022, at 6:30 p.m. to consider the following items of business:

2. Invocation and Pledges of Allegiance.

B. Special Announcements

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

2. Recognize American Heart Association (AHA) Heartsaver Hero Award recipients for actions taken on January 10, 2022.

3. Recognize American Heart Association (AHA) Heartsaver Hero Award recipients for actions taken on March 31, 2022.

4. Proclamation recognizing the City of Sachse Finance Department's efforts for achieving the Distinguished Budget Presentation Award from the Government Finance Officers Association.

C. Public Comment

1. Public Comment: The public is invited at this time to address the Council. Please come to the microphone and state your name and address for the record. However, if your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor will solicit your comments. The 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 comments under advisement. Issues raised may be referred to City staff for research and possible future action.

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

1. Approve the August 1, 2022, meeting minutes.

2. Accept the 2022 certified tax rolls as approved by the Dallas and Collin Appraisal Districts.

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

4. Approve a resolution authorizing the City Manager to enter into an interlocal agreement between Collin County and the City of Sachse concerning traffic signal improvements within city limits in an amount not to exceed One Hundred

Fifty-Four Thousand, Six Hundred Five and No/100 Dollars ($154,605.00).

5. Approve scheduling a public hearing on the FY 2022-2023 Proposed Budget at the September 6, 2022, Council meeting.

6. Accept submission of the 2022 no-new-revenue tax rate of $0.650416 per $100 taxable value and the voter-approval tax rate of $0.780381 per $100 taxable value.

7. Approve an ordinance ordering a Special Election to be held on November 8, 2022, for amendments to the Sachse Home Rule Charter.

8. Approve the Consent Agenda Items as presented.

E. Regular Agenda Items

1. Consider receipt of the City Manager's Proposed Budget for programs and services for the 2022-2023 fiscal year.

2. Consider placing a proposal to adopt a tax rate of $0.650416 per $100 of assessed property values for the 2022-2023 fiscal year as an action item on the September 6, 2022, City Council meeting agenda.

3. Receive an update on the American Rescue Plan Act funding for Sachse.

4. Consider authorizing the City Manager to execute and award the bid for the construction of the Maxwell Creek Pump Station Improvements Project (W-14-01) to Red River Construction Company in an amount not to exceed Five Million, One Hundred One Thousand, Seven Hundred and No/Dollars ($5,101,700.00).

F. Regular Agenda Items/Meeting Closing

1. Adjournment.

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

Leah K Granger

Leah K Granger, City Secretary

Posted: 8/12/2022 by 4:00 p.m. Removed: ____________

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Amanda Chi, ADA Coordinator, via phone at 975.429.4770, via email at achi@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	B. Special Announcements
Subject	2. Recognize American Heart Association (AHA) Heartsaver Hero Award recipients for actions taken on January 10, 2022.
Access	Public
Type	Recognition
Goals	Meet the public safety needs of a growing citizen, student, and business population.

Public Content

BACKGROUND

The American Heart Association (AHA) has designated the City of Sachse as a HEARTSafe Community, and recognizes those that contribute to saving a life by deeming them a Heartsaver Hero. The City would like to recognize the following Heartsaver Hero Award recipients on behalf of the AHA: Fire Driver/Engineer Scott Potter, Fire Driver/Engineer Austin Fullen, and Firefighter/Paramedic Colton Haynes.

OVERVIEW

On January 10, 2022, emergency units were dispatched to a "difficulty breathing" call. Ambulance 2 with Fire Station 2 personnel responded. A mutual aid engine was requested and Murphy Fire Department responded. The patient was treated on scene with intubation. While en route to the hospital, the patient went into cardiac arrest resulting in CPR and defibrillation efforts continuing throughout transport. The patient was revived shortly after arriving to the Emergency Room.

After a prolonged hospital stay, the patient has since been released and returned home.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Recognize the following Heartsaver Hero Award recipients on behalf of the American Heart Association: Fire Driver/Engineer Scott Potter, Fire Driver/Engineer Austin Fullen, and Firefighter/Paramedic Colton Haynes.

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	B. Special Announcements
Subject	3. Recognize American Heart Association (AHA) Heartsaver Hero Award recipients for actions taken on March 31, 2022.
Access	Public
Type	Recognition
Goals	Meet the public safety needs of a growing citizen, student, and business population.

Public Content

BACKGROUND
The American Heart Association (AHA) has designated the City of Sachse as a HEARTSafe Community, and recognizes those that contribute to saving a life by deeming them a Heartsaver Hero. The City would like to recognize the following Heartsaver Hero Award recipients on behalf of the AHA: CERT Member Nancy Priddy, Lieutenant Ken Messick, Driver/Engineer Cory Cave, Firefighter/Paramedic Stephen Dacus, Driver/Engineer John Morris, Firefighter/Paramedic Brad Hood, Firefighter/Paramedic Garrett Metzger, Murphy Fire Department Medic Virgil Cross and Murphy Fire Department Medic Garrett Paynton.

OVERVIEW
On March 31, 2022, an adult male was found unconscious at the Neighborhood Walmart, located off of Murphy Road in Sachse. Sachse Fire-Rescue (SFR) Engine 3 was dispatched along with a Murphy Fire Department (MFD) ambulance. Nancy Priddy, an active CERT member, was present and began bystander CPR prior to emergency response personnel arriving. SFR Truck 1 was informed that the unconscious person was upgraded to a CPR and headed to the area to assist.

The patient was ultimately revived due to early CPR, defibrillation, intubation, and medications and was then transported to the hospital. The patient was admitted to the ICU upon arrival at the hospital. Several weeks later, he was discharged to rehab and has since returned to work with no long-lasting effects.

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

RECOMMENDATION
Recognize the following Heartsaver Hero Award recipients on behalf of the American Heart Association: CERT Member Nancy Priddy, Lieutenant Ken Messick, Driver/Engineer Cory Cave, Firefighter/Paramedic Stephen Dacus, Driver/Engineer John Morris, Firefighter/Paramedic Brad Hood, Firefighter/Paramedic Garrett Metzger, and Murphy Fire Department Medics Virgil Cross and Garrett Paynton.

Additional attendees: Chief Del Albright from Murphy Fire Department

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	B. Special Announcements
Subject	4. Proclamation recognizing the City of Sachse Finance Department's efforts for achieving the Distinguished Budget Presentation Award from the Government Finance Officers Association.
Access	Public
Type	

Public Content

BACKGROUND
The Government Finance Officers Association (GFOA) established the Distinguished Budget Presentation Awards Program to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting. The association then recognizes individual governments that succeed in achieving that goal. The award represents a significant achievement by the entity, reflecting the commitment of the governing body and staff to meeting the highest principles of governmental budgeting.

OVERVIEW
The City of Sachse has received the GFOA's Distinguished Budget Presentation Award for the past 10 consecutive years.

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

RECOMMENDATION
Proclamation recognizing the City of Sachse Finance Department's efforts for achieving the Distinguished Budget Presentation Award from the Government Finance Officers Association.

Proclamation_Finance Dept - GFOA Distinguished Budget Presentation Award.pdf (62 KB)

PROCLAMATION

WHEREAS, the Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 22,500 members and the communities they serve; and

WHEREAS, the GFOA is pleased to announce that the City of Sachse, Texas has received the association's Distinguished Budget Presentation Award for the tenth consecutive year; and

WHEREAS, the award represents a significant achievement by the entity, reflecting the commitment of the governing body and staff to meeting the highest principles of governmental budgeting; and

WHEREAS, in order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation designed to assess how well an entity's budget serves as a policy document, a financial plan, an operations guide, and a communications device; and

WHEREAS, award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments through North America;

I, THEREFORE, Mayor Jeff Bickerstaff, of the City of Sachse, along with the Government Finance Officers Association do hereby recognize and congratulate the efforts and achievement of the Sachse Finance Department as being primarily responsible for having achieved this Distinguished Budget Presentation Award.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed on this 15th day of August, 2022.

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Jeff Bickerstaff, Mayor

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	1. Approve the August 1, 2022, meeting minutes.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the August 1, 2022, meeting minutes.
Minutes	View Minutes for Aug 1, 2022 - City Council Meeting

Public Content

BACKGROUND
Minutes from the August 1, 2022, Council meeting.

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

RECOMMENDATION
Approve the August 1, 2022, meeting minutes.

08.01.22 City Council Minutes.pdf (132 KB)

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

CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
AUGUST 1, 2022

The City Council of the City of Sachse held an executive session and regular meeting on Monday, August 1, 2022, at 5:30 p.m. at Sachse City Hall, 3815-B Sachse Road. Those present were Mayor Jeff Bickerstaff; Mayor Pro Tem Brett Franks; Councilmembers Michelle Howarth, Frank Millsap, Chance Lindsey, Lindsay Buhler, and Matt Prestenberg; City Manager, Gina Nash; City Secretary, Leah Granger; Assistant City Manager, Lauren Rose; IT Manager, Mike Pastor; Finance Director, David Baldwin; Assistant Finance Director Ryan Bredehoeft; Director of CIP and Public Works, Corey Nesbit; Development Services Director, Matt Robinson; Leisure Services Director, Lance Whitworth; Police Chief, Bryan Sylvester; Fire Chief, Marty Wade; Assistant Fire Chief, Lee Richardson; Human Resources Director, Kristi Wong; Assistant to the City Manager, Amanda Chi; and Economic Development Manager, Jerod Potts.

Mayor Bickerstaff called the meeting to order at 5:30 p.m.

EXECUTIVE SESSION:

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

The Council convened into Executive Session at 5:30 p.m.
The Mayor adjourned the Executive Session at 5:58 p.m.

REGULAR MEETING:

Mayor Bickerstaff called the regular meeting to order at 6:31 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS:

Mayor Pro Tem Franks lead the invocation and Councilmember Millsap led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS:

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

Councilmember Buhler noted that schools are getting ready to resume regular classes. She asked drivers to use caution in school areas and wished all students, teachers, and administrators a great start to the school year.

Mayor Pro Tem Franks noted that the Community Center is still hosting summer camps. The winter brochure will be out soon and encouraged all to check out the camps and events coming up.

Staff announcements from Ms. Nash:

- Fire-Rescue Driver and Engineer, Jody Krizan, received the "You make a difference" award from the Noon Exchange Club of Garland. The Noon Exchange Club is a group that aids numerous organizations and individuals through programs of service such as child abuse prevention and youth programs. Mr. Krizan received this award for being an example of someone who "walks the talk". The City is very proud of him for this recognition, and looks forward to seeing other ways he will give back to the community.
- Sachse Fire-Rescue was recently named a Weather-Ready Ambassador by the U.S. National Weather Service – Fort Worth. This initiative is an effort to formally recognize National Oceanic and Atmospheric Administration (NOAA) partners who are improving the nation's readiness, responsiveness, and overall resilience against extreme weather, water, and climate events. As a WRN Ambassador, partners commit to working with NOAA and other Ambassadors to strengthen national resilience against extreme weather. Anyone interested in learning more about this initiative can visit www.weather.gov/wrn.
- The Finance Department received the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for FY 21-22. This award is the highest form of recognition in governmental budgeting and is the 10th year in a row that Sachse has received it. Staff always strives to have financial transparency and integrity throughout the budget process.
- The Sachse Police Department will present a free class on Civilian Response to an Active Shooter. Participants will learn strategies that can be used to prepare and respond to an active attack or other life-threatening incidents. The community's willingness to help keep the City of Sachse safe is appreciated and all are encouraged take advantage of this opportunity. This event will be held at the Public Safety Building on Saturday, September 3, starting at 9 a.m., all are welcome to attend, and no registration is needed.

Mayor Bickerstaff reminded everyone of the summer hours of operation at City Hall and the Laurie Schwenk Senior Center. Residents are encouraged to share their thoughts through the City website survey. He noted that the North Texas Municipal Water District continues to call for aggressive water conservation. Please limit water use and follow guidelines from the City's website. There are other helpful tips under the "Water Conservation" page of the website. Mayor Bickerstaff congratulated the Sachse Muslim Society on their new space and thanked them for their hospitality at the open house the previous weekend.

PUBLIC COMMENT:

- Scott McMurdie, 7510 Taylor Lane, commented regarding the Charter review recommendation not being on the agenda.
- Matthew Holboke, 5511 Oak Ridge Circle, also commented about the Charter review recommendation not being on the agenda.

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 July 18, 2022, meeting minutes.

2. **Accept the monthly revenue and expenditure report for the period ending June 30, 2022.**
3. **Approve moving the Monday, September 5, 2022 City Council meeting to Tuesday, September 6.**
4. **Authorize the reinstatement of the City of Sachse Personnel Policies and Procedures Manual Quarantine and Sick Leave Policy Addendum through January 31, 2023.**
5. **Authorize the City Manager to execute a contract for the Municipal Court Judge between the City of Sachse and the Honorable Robert Beasley.**
6. **Authorize the City Manager to execute a contract for the Municipal Court Prosecutor between the City of Sachse and Patrick Rogers.**
7. **Authorize the City Manager to execute and award the bid for the construction of the Sable Hills Lift Station project to Summit Solutions, Inc. in an amount not to exceed Eight Hundred Twenty Thousand and No/100 Dollars ($820,000.00).**
8. **Approve the Consent Agenda Items as presented.**

Mayor Pro Tem Franks made a motion to approve items one, three, four, five, and six of the consent agenda as presented. Councilmember Buhler seconded the motion and it carried unanimously.

Accept the monthly revenue and expenditure report for the period ending June 30, 2022.

Councilmember Prestenberg asked a question about percent of the budgets spent on the monthly revenue and expenditure report. Staff answered his question, referencing the footnotes contained within the document that explain any deviations relative to amount of budget spent vs. position within the fiscal year. He proceeded to make a motion to approve the item as presented. Mayor Pro Tem Franks seconded the motion and it carried unanimously.

Authorize the City Manager to execute and award the bid for the construction of the Sable Hills Lift Station project to Summit Solutions, Inc. in an amount not to exceed Eight Hundred Twenty Thousand and No/100 Dollars ($820,000.00).

A resident asked to remove item number seven from the consent agenda. He later decided he did not have a question after all. Mayor Pro Tem Franks made a motion to approve the item as presented. Councilmember Lindsey seconded the motion and it passed unanimously.

REGULAR AGENDA ITEMS:

Take action as a result of Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel Matters: Regarding the review of the City Secretary.

Mayor Pro Tem Franks made a motion to approve an annual contract between the City of Sachse and the Sachse City Secretary, Leah Granger. Councilmember Buhler seconded the motion and it carried unanimously.

Discuss the preliminary 2022-2023 Fiscal Year Budget.

Mayor Bickerstaff announced that the item is a workshop item and no public comment will be accepted at this time to give the Council an opportunity to receive the information, review the content, and ask their initial rounds of question. There will be several opportunities for public input at the August 15 Council meeting and a public hearing at the September 6 Council meeting.

Finance Director, David Baldwin gave an overview of the draft budget for Council to consider and ask questions. He noted that there was good news and all funds are in a strong financial position. Mr. Baldwin emphasized that there was no "given" across the board increase of any account, and each line item was scrutinized.

After Mr. Baldwin covered the major funds, he turned the presentation over to Ms. Nash so she could discuss the compensation proposal included in the budget. Ms. Nash noted that Council will see a significant compensation recommendation as a part of this year's budget. This recommendation is in tandem with prior conversations that have been brought before the Council regarding the "War for Talent" issue the City is experiencing. In order to retain and attract the best and brightest for Sachse, a market adjustment is recommended for all positions within the City. A market adjustment of this size has not been conducted since 2015 and there have been substantial changes in the market in the last seven years. Ms. Nash explained that the City provides services, which are made possible by the work of City staff. She presented information about how leadership is looking at low-cost, high-reward options to help combat burnout and stress as well as opportunities that would make the City of Sachse more competitive in the market. However, benefits alone will not address the issue and a market adjustment is recommended to complement these efforts.

Ms. Nash then turned the presentation over to Ms. Rose to address program enhancements, service enhancements, and one-time requests in the form of supplemental budget requests. Ms. Nash clarified that the certified tax rolls have not been received and that she expects revenue to come in higher than budgeted. However, the team is projecting revenue and expenses as conservatively as possible. She noted that all of the supplemental requests are being recommended and even with these additions, the City will still be able to reduce the tax rate.

The team went on to describe the financial situation of the City. Mr. Baldwin mentioned that while maintaining a solid fund balance, there will be $6.4 million available to be spent on projects that previously were not selected or realized. The Council asked questions to clarify the budget requests and financial situation of the City. Mayor Bickerstaff commended staff for their hard work and commented that it was a "minor miracle to be able to cover all of the supplements and still reduce the tax rate."

Mayor Bickerstaff adjourned the meeting at 8:30 p.m.

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Jeff Bickerstaff, Mayor

ATTEST:

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Leah K Granger, City Secretary

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	2. Accept the 2022 certified tax rolls as approved by the Dallas and Collin Appraisal Districts.
Access	Public
Type	Action (Consent)
Preferred Date	Aug 15, 2022
Fiscal Impact	No
Recommended Action	Accept the 2022 certified tax rolls as approved by the Dallas and Collin Appraisal Districts.

Public Content

BACKGROUND
The City has received the certified 2022 appraisal rolls from Dallas and Collin Chief Appraisers. The combined Appraisal Review Board approved taxable values are $3,577,742,767. Taxable values include the City's TIRZ districts and values subject to tax ceilings.

OVERVIEW
The 2022 appraisal roll taxable value for Collin County was certified at $1,375,739,077 and includes Appraisal Review Board approved taxable values, plus the lower value used for properties remaining under protest, minus exemptions already granted on properties remaining under protest. The taxable value certified by the Dallas County Central Appraisal District is $2,202,003,690 and includes estimated net taxable values under protest. The total appraisal roll increased by $715,739,701, or 25.0% compared to the 2021 taxable value of $2,862,003,066.

POLICY CONSIDERATIONS
Section 26.04 of the Texas Tax Code states that a taxing unit's assessor "shall submit the appraisal roll for the taxing unit showing the total appraised, assessed, and taxable values of all property and the total taxable value of new property to the governing body of the taxing unit by August 1 or as soon thereafter as practicable."

The City is required to accept the appraisal rolls annually. The Dallas County Appraisal District and Collin County Appraisal District are responsible for determining the appraised values for all properties in the City of Sachse. These values are certified annually by the Chief Appraisers of Dallas and Collin Central Appraisal Districts.

RECOMMENDATION
Accept the 2022 certified tax rolls as approved by the Dallas and Collin Appraisal Districts.

Collin CAD Certified Totals.pdf (379 KB)

Dallas CAD Certified Totals.pdf (147 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.

Land		Value			
Homesite:		307,397,478			
Non Homesite:		63,324,212			
Ag Market:		4,393,638			
Timber Market:		0	**Total Land**	(+)	375,115,328

Improvement		Value			
Homesite:		932,231,656			
Non Homesite:		225,620,616	**Total Improvements**	(+)	1,157,852,272

Non Real	Count	Value			
Personal Property:	169	28,061,549			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	28,061,549
			Market Value	=	1,561,029,149

Ag	Non Exempt	Exempt			
Total Productivity Market:	4,393,638	0			
Ag Use:	6,860	0	**Productivity Loss**	(-)	4,386,778
Timber Use:	0	0	**Appraised Value**	=	1,556,642,371
Productivity Loss:	4,386,778	0			
			Homestead Cap	(-)	144,229,896
			Assessed Value	=	1,412,412,475
			Total Exemptions Amount (Breakdown on Next Page)	(-)	81,174,850
			Net Taxable	=	1,331,237,625

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	12,371,483	10,318,789	43,452.43	44,242.31	36			
OV65	147,498,671	124,497,996	612,440.28	616,615.99	412			
Total	159,870,154	134,816,785	655,892.71	660,858.30	448	**Freeze Taxable**	(-)	134,816,785
Tax Rate	0.700734							

Freeze Adjusted Taxable = 1,196,420,840

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
9,039,620.32 = 1,196,420,840 * (0.700734 / 100) + 655,892.71

Calculated Estimate of Market Value:	1,561,029,149
Calculated Estimate of Taxable Value:	1,331,237,625

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	37	1,725,000	0	1,725,000
DV1	14	0	86,000	86,000
DV2	9	0	72,000	72,000
DV2S	1	0	7,500	7,500
DV3	13	0	118,000	118,000
DV4	33	0	245,523	245,523
DV4S	2	0	24,000	24,000
DVHS	29	0	11,701,959	11,701,959
DVHSS	1	0	322,194	322,194
EX-XV	56	0	41,122,690	41,122,690
EX366	50	0	46,543	46,543
LVE	20	4,365,092	0	4,365,092
OV65	445	21,180,000	0	21,180,000
OV65S	1	50,000	0	50,000
PC	1	11,630	0	11,630
PPV	1	30,000	0	30,000
SO	2	66,719	0	66,719
	Totals	**27,428,441**	**53,746,409**	**81,174,850**

Land		Value			
Homesite:		14,638,854			
Non Homesite:		0			
Ag Market:		0			
Timber Market:		0	**Total Land**	(+)	14,638,854
Improvement		**Value**			
Homesite:		45,075,388			
Non Homesite:		0	**Total Improvements**	(+)	45,075,388
Non Real	**Count**	**Value**			
Personal Property:	0	0			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	0
			Market Value	=	59,714,242
Ag	**Non Exempt**	**Exempt**			
Total Productivity Market:	0	0			
Ag Use:	0	0	**Productivity Loss**	(-)	0
Timber Use:	0	0	**Appraised Value**	=	59,714,242
Productivity Loss:	0	0			
			Homestead Cap	(-)	6,927,494
			Assessed Value	=	52,786,748
			Total Exemptions Amount (Breakdown on Next Page)	(-)	581,500
			Net Taxable	=	52,205,248

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
OV65	2,914,848	2,502,848	14,832.17	14,832.17	8			
Total	2,914,848	2,502,848	14,832.17	14,832.17	8	**Freeze Taxable**	(-)	2,502,848
Tax Rate	0.700734							

Freeze Adjusted Taxable = 49,702,400

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
363,113.79 = 49,702,400 * (0.700734 / 100) + 14,832.17

Calculated Estimate of Market Value:	45,581,251
Calculated Estimate of Taxable Value:	45,082,952

Exemption Breakdown

Exemption	Count	Local	State	Total
DV2	2	0	19,500	19,500
DV4	1	0	12,000	12,000
OV65	11	550,000	0	550,000
	Totals	**550,000**	**31,500**	**581,500**

Land		Value			
Homesite:		322,036,332			
Non Homesite:		63,324,212			
Ag Market:		4,393,638			
Timber Market:		0	**Total Land**	(+)	389,754,182

Improvement		Value			
Homesite:		977,307,044			
Non Homesite:		225,620,616	**Total Improvements**	(+)	1,202,927,660

Non Real	Count	Value			
Personal Property:	169	28,061,549			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	28,061,549
			Market Value	=	1,620,743,391

Ag	Non Exempt	Exempt			
Total Productivity Market:	4,393,638	0			
Ag Use:	6,860	0	**Productivity Loss**	(-)	4,386,778
Timber Use:	0	0	**Appraised Value**	=	1,616,356,613
Productivity Loss:	4,386,778	0			
			Homestead Cap	(-)	151,157,390
			Assessed Value	=	1,465,199,223
			Total Exemptions Amount (Breakdown on Next Page)	(-)	81,756,350
			Net Taxable	=	1,383,442,873

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	12,371,483	10,318,789	43,452.43	44,242.31	36			
OV65	150,413,519	127,000,844	627,272.45	631,448.16	420			
Total	162,785,002	137,319,633	670,724.88	675,690.47	456	**Freeze Taxable**	(-)	137,319,633
Tax Rate	0.700734							

Freeze Adjusted Taxable = 1,246,123,240

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
9,402,734.10 = 1,246,123,240 * (0.700734 / 100) + 670,724.88

Calculated Estimate of Market Value:	1,606,610,400
Calculated Estimate of Taxable Value:	1,376,320,577

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	37	1,725,000	0	1,725,000
DV1	14	0	86,000	86,000
DV2	11	0	91,500	91,500
DV2S	1	0	7,500	7,500
DV3	13	0	118,000	118,000
DV4	34	0	257,523	257,523
DV4S	2	0	24,000	24,000
DVHS	29	0	11,701,959	11,701,959
DVHSS	1	0	322,194	322,194
EX-XV	56	0	41,122,690	41,122,690
EX366	50	0	46,543	46,543
LVE	20	4,365,092	0	4,365,092
OV65	456	21,730,000	0	21,730,000
OV65S	1	50,000	0	50,000
PC	1	11,630	0	11,630
PPV	1	30,000	0	30,000
SO	2	66,719	0	66,719
	Totals	**27,978,441**	**53,777,909**	**81,756,350**

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	2,842	174.3555	$33,850,367	$1,215,353,896	$1,035,731,038
B	Multi-Family Residential	3		$35,378,042	$153,392,679	$153,392,679
C1	Vacant Lots and Tracts	64	105.0851	$0	$12,144,450	$12,144,450
D1	Qualified Open-Space Land	8	44.4897	$0	$4,393,638	$6,860
D2	Improvements on Qualified Open-Spa	1		$0	$27,640	$27,640
E	Rural Land, Non Qualified Open-Spac	2	22.4660	$0	$487,862	$314,278
F1	Commercial Real Property	35	53.0161	$0	$83,290,562	$83,290,562
J3	Electric Companies and Co-Ops	1		$0	$2,962,758	$2,962,758
J4	Telephone Companies and Co-Ops	3		$0	$688,144	$688,144
J5	Railroads	4	11.3200	$0	$0	$0
J7	Cable Television Companies	3		$0	$1,823,901	$1,823,901
L1	Commercial Personal Property	112		$454,058	$18,145,111	$18,101,132
O	Residential Real Property Inventory	157	3.7137	$11,054,369	$22,754,183	$22,754,183
X	Totally Exempt Property	126	270.7488	$6,716,875	$45,564,325	$0
		Totals	685.1949	$87,453,711	$1,561,029,149	$1,331,237,625

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	133	5.2756	$1,696,828	$59,195,384	$51,686,390
O	Residential Real Property Inventory	3		$296,170	$518,858	$518,858
		Totals	5.2756	$1,992,998	$59,714,242	$52,205,248

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	2,975	179.6311	$35,547,195	$1,274,549,280	$1,087,417,428
B	Multi-Family Residential	3		$35,378,042	$153,392,679	$153,392,679
C1	Vacant Lots and Tracts	64	105.0851	$0	$12,144,450	$12,144,450
D1	Qualified Open-Space Land	8	44.4897	$0	$4,393,638	$6,860
D2	Improvements on Qualified Open-Spa	1		$0	$27,640	$27,640
E	Rural Land, Non Qualified Open-Spac	2	22.4660	$0	$487,862	$314,278
F1	Commercial Real Property	35	53.0161	$0	$83,290,562	$83,290,562
J3	Electric Companies and Co-Ops	1		$0	$2,962,758	$2,962,758
J4	Telephone Companies and Co-Ops	3		$0	$688,144	$688,144
J5	Railroads	4	11.3200	$0	$0	$0
J7	Cable Television Companies	3		$0	$1,823,901	$1,823,901
L1	Commercial Personal Property	112		$454,058	$18,145,111	$18,101,132
O	Residential Real Property Inventory	160	3.7137	$11,350,539	$23,273,041	$23,273,041
X	Totally Exempt Property	126	270.7488	$6,716,875	$45,564,325	$0
		Totals	690.4705	$89,446,709	$1,620,743,391	$1,383,442,873

New Value

TOTAL NEW VALUE MARKET:	$89,446,709
TOTAL NEW VALUE TAXABLE:	$82,256,351

New Exemptions

Exemption	Description	Count		
EX-XV	Other Exemptions (public, religious, charitable,	2	2021 Market Value	$1,000
EX366	House Bill 366 - Under $500	41	2021 Market Value	$31,909
	ABSOLUTE EXEMPTIONS VALUE LOSS			**$32,909**

Exemption	Description	Count	Exemption Amount
DP	Disabled Person	1	$50,000
DV1	Disabled Veteran 10% - 29%	1	$5,000
DV2	Disabled Veteran 30% - 49%	2	$15,000
DV4	Disabled Veteran 70% - 100%	3	$36,000
OV65	Age 65 or Older	32	$1,562,500
	PARTIAL EXEMPTIONS VALUE LOSS	**39**	**$1,668,500**
	NEW EXEMPTIONS VALUE LOSS		**$1,701,409**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount

INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS **$1,701,409**

New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,357	$449,009	$64,131	$384,878

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,356	$449,020	$64,106	$384,914

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
135	$59,714,242.00	$45,082,952

DALLAS CENTRAL APPRAISAL DISTRICT
CERTIFICATION OF APPRAISAL ROLL

Year: 2022

Jurisdiction: City of SACHSE

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraphs (A) and (B), the following values are hereby certified:

Market Value of all Real & Business Personal Property Before Qualified Exemptions*	$2,617,668,350
Taxable Value of all Real & Business Personal Property	$2,145,401,291

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraph (C), the following values are hereby certified as disputed values and are not included in the above totals:

	Market Value	Taxable Value
Values under protest as determined by the Appraisal District**	$93,948,000	$80,860,570
Values under protest as claimed by property owner or estimated by Appraisal District in event property owner's claim is upheld	$65,794,962	$56,602,399
Freeport Estimated Loss		$0
Estimated Net Taxable		$56,602,399

I, W. Kenneth Nolan, Executive Director/Chief Appraiser of the Dallas Central Appraisal District, do hereby certify the aforementioned values and totals to the taxing jurisdiction indicated above, in accordance with the requirements of the laws of the State of Texas on this 25th day of July, 2022 .

Dallas Central Appraisal District

W. Kenneth Nolan
Executive Director/Chief Appraiser

*Total Value of New Construction in Certified Market Value above	$197,164,476
**Value of Disputed New Construction in Protested Market Value Above	$3,159,890

Dallas Central Appraisal District
Certified Estimated Values Report

JURSIDICTION:	SACHSE
REPORT TYPE:	JURISDICTION TOTALS
DATABASE:	CERTIFICATION (2022)
TAX YEAR:	2022
REPORT DATE:	July 19, 2022
RUN DATE:	July 19, 2022 10:21 pm

	PARCELS	LAND VALUE	IMPROVEMENT VALUE	BPP MKT VALUE	TOTAL MKT VALUE
JURISDICTION TOTALS	6,549	698,833,380	1,860,995,440	57,839,530	2,617,668,350

	TOTAL MKT VALUE	CAPPED LOSS	EXEMPTIONS	AG LOSS	TAXABLE VALUE
JURISDICTION TOTALS	2,617,668,350	253,133,345	186,106,077	33,027,637	2,145,401,291

TOTAL EXEMPTIONS	PARCELS	MARKET VALUE	CAPPED LOSS	EXEMPTION AMOUNT	OTHER EXEMPTIONS	TAXABLE VALUE
TOTALLY EXEMPT	108	106,386,580	0	106,386,580	0	0
PRORATED TOTAL EXEMPT	0	0	0	0	0	0
UNDER 2500	24	25,660	0	25,660	0	0
MINERAL RIGHTS	0	0	0	0	0	0
PARTIAL EXEMPTIONS						
HOMESTEAD	4,106	1,617,762,910	253,133,345	0	74,809,571	1,289,819,994
CAPPED VALUE LOSS	3,765	1,464,100,820	253,133,345	0	70,546,301	1,140,421,174
OVER-65	1,055	403,355,040	70,947,588	51,825,000	5,336,967	275,245,485
DISABLED PERSONS	80	27,867,630	5,501,504	3,881,500	669,703	17,814,923
DISABLED VETERANS	104	42,057,360	6,068,594	1,053,500	7,452,655	27,482,611
100% DISABLED VETERANS	60	28,035,160	3,814,819	22,861,407	1,270,000	88,934
DISABLED VET DONATED HOME	0	0	0	0	0	0
ABATEMENTS	0	0	0	0	0	0
HISTORIC SITE	0	0	0	0	0	0
POLLUTION CONTROL	3	72,430	0	72,430	0	0
FREEPORT	0	0	0	0	0	0
FREEPORT IN PROCESS	0	0	0	0	0	0
GOODS IN TRANSIT	0	0	0	0	0	0
LOW INCOME	0	0	0	0	0	0
DISASTER	0	0	0	0	0	0
TOTAL PARTIAL EXEMPT				79,693,837		
TOTAL REAL PARTIAL EXEMPT				79,621,407		
TOTAL BPP PARTIAL EXEMPT				72,430		

AG SPECIAL VALUATION	PARCELS	LAND VALUE	IMPROVEMENT VALUE	MARKET VALUE
AGRICULTURAL 1D	0	0	0	0
AGRICULTURAL 1D1	55	33,132,720	362,540	33,495,260

AG SPECIAL VALUATION	MARKET VALUE	CAPPED LOSS	LOSS AMOUNT	NON AG EXEMPTIONS	TAXABLE VALUE
AGRICULTURAL 1D	0	0	0	0	0
AGRICULTURAL 1D1	33,495,260	0	33,027,637	0	467,623

	LAND DEV COSTS	REAL PROP NEW CONSTR	PERS PROP NEW CONSTR	TOTAL NEW CONSTR
NEW CONSTRUCTION	3,507,710	193,290,286	366,480	197,164,476

Dallas Central Appraisal District
Certified Estimated Values Report

JURSIDICTION:		SACHSE
REPORT TYPE:		RESIDENTIAL TOTALS
DATABASE:		CERTIFICATION (2022)
TAX YEAR:		2022
REPORT DATE:		July 19, 2022
RUN DATE:	July 19, 2022	10:21 pm

	PARCELS	LAND VALUE	IMPROVEMENT VALUE	BPP MKT VALUE	TOTAL MKT VALUE
JURISDICTION TOTALS	5,863	519,852,710	1,586,947,910	0	2,106,800,620

	TOTAL MKT VALUE	CAPPED LOSS	EXEMPTIONS	AG LOSS	TAXABLE VALUE
JURISDICTION TOTALS	2,106,800,620	253,133,345	81,712,297	0	1,771,954,978

TOTAL EXEMPTIONS	PARCELS	MARKET VALUE	CAPPED LOSS	EXEMPTION AMOUNT	OTHER EXEMPTIONS	TAXABLE VALUE
TOTALLY EXEMPT	33	2,090,890	0	2,090,890	0	0
PRORATED TOTAL EXEMPT	0	0	0	0	0	0
UNDER 2500	0	0	0	0	0	0
MINERAL RIGHTS	0	0	0	0	0	0
PARTIAL EXEMPTIONS						
HOMESTEAD	4,106	1,617,762,910	253,133,345	0	74,809,571	1,289,819,994
CAPPED VALUE LOSS	3,765	1,464,100,820	253,133,345	0	70,546,301	1,140,421,174
OVER-65	1,055	403,355,040	70,947,588	51,825,000	5,336,967	275,245,485
DISABLED PERSONS	80	27,867,630	5,501,504	3,881,500	669,703	17,814,923
DISABLED VETERANS	104	42,057,360	6,068,594	1,053,500	7,452,655	27,482,611
100% DISABLED VETERANS	60	28,035,160	3,814,819	22,861,407	1,270,000	88,934
DISABLED VET DONATED HOME	0	0	0	0	0	0
ABATEMENTS	0	0	0	0	0	0
HISTORIC SITE	0	0	0	0	0	0
POLLUTION CONTROL	0	0	0	0	0	0
FREEPORT	0	0	0	0	0	0
FREEPORT IN PROCESS	0	0	0	0	0	0
GOODS IN TRANSIT	0	0	0	0	0	0
LOW INCOME	0	0	0	0	0	0
DISASTER	0	0	0	0	0	0
TOTAL PARTIAL EXEMPT				79,621,407		
TOTAL REAL PARTIAL EXEMPT				79,621,407		
TOTAL BPP PARTIAL EXEMPT				0		

AG SPECIAL VALUATION	PARCELS	LAND VALUE	IMPROVEMENT VALUE	MARKET VALUE
AGRICULTURAL 1D	0	0	0	0
AGRICULTURAL 1D1	0	0	0	0

AG SPECIAL VALUATION	MARKET VALUE	CAPPED LOSS	LOSS AMOUNT	NON AG EXEMPTIONS	TAXABLE VALUE
AGRICULTURAL 1D	0	0	0	0	0
AGRICULTURAL 1D1	0	0	0	0	0

	LAND DEV COSTS	REAL PROP NEW CONSTR	PERS PROP NEW CONSTR	TOTAL NEW CONSTR
NEW CONSTRUCTION	3,507,710	68,480,856	0	71,988,566

Dallas Central Appraisal District
Certified Estimated Values Report

JURSIDICTION:		SACHSE
REPORT TYPE:		COMMERCIAL TOTALS
DATABASE:		CERTIFICATION (2022)
TAX YEAR:		2022
REPORT DATE:		July 19, 2022
RUN DATE:	July 19, 2022	10:21 pm

	PARCELS	LAND VALUE	IMPROVEMENT VALUE	BPP MKT VALUE	TOTAL MKT VALUE
JURISDICTION TOTALS	350	178,980,670	274,047,530	0	453,028,200

	TOTAL MKT VALUE	CAPPED LOSS	EXEMPTIONS	AG LOSS	TAXABLE VALUE
JURISDICTION TOTALS	453,028,200	0	104,192,190	33,027,637	315,808,373

TOTAL EXEMPTIONS	PARCELS	MARKET VALUE	CAPPED LOSS	EXEMPTION AMOUNT	OTHER EXEMPTIONS	TAXABLE VALUE
TOTALLY EXEMPT	73	104,192,190	0	104,192,190	0	0
PRORATED TOTAL EXEMPT	0	0	0	0	0	0
UNDER 2500	0	0	0	0	0	0
MINERAL RIGHTS	0	0	0	0	0	0
PARTIAL EXEMPTIONS						
HOMESTEAD	0	0	0	0	0	0
CAPPED VALUE LOSS	0	0	0	0	0	0
OVER-65	0	0	0	0	0	0
DISABLED PERSONS	0	0	0	0	0	0
DISABLED VETERANS	0	0	0	0	0	0
100% DISABLED VETERANS	0	0	0	0	0	0
DISABLED VET DONATED HOME	0	0	0	0	0	0
ABATEMENTS	0	0	0	0	0	0
HISTORIC SITE	0	0	0	0	0	0
POLLUTION CONTROL	0	0	0	0	0	0
FREEPORT	0	0	0	0	0	0
FREEPORT IN PROCESS	0	0	0	0	0	0
GOODS IN TRANSIT	0	0	0	0	0	0
LOW INCOME	0	0	0	0	0	0
DISASTER	0	0	0	0	0	0
TOTAL PARTIAL EXEMPT				0		
TOTAL REAL PARTIAL EXEMPT				0		
TOTAL BPP PARTIAL EXEMPT				0		

AG SPECIAL VALUATION	PARCELS	LAND VALUE	IMPROVEMENT VALUE	MARKET VALUE
AGRICULTURAL 1D	0	0	0	0
AGRICULTURAL 1D1	55	33,132,720	362,540	33,495,260

AG SPECIAL VALUATION	MARKET VALUE	CAPPED LOSS	LOSS AMOUNT	NON AG EXEMPTIONS	TAXABLE VALUE
AGRICULTURAL 1D	0	0	0	0	0
AGRICULTURAL 1D1	33,495,260	0	33,027,637	0	467,623

	LAND DEV COSTS	REAL PROP NEW CONSTR	PERS PROP NEW CONSTR	TOTAL NEW CONSTR
NEW CONSTRUCTION	0	124,809,430	0	124,809,430

Dallas Central Appraisal District
Certified Estimated Values Report

JURSIDICTION:		SACHSE
REPORT TYPE:		BPP TOTALS
DATABASE:		CERTIFICATION (2022)
TAX YEAR:		2022
REPORT DATE:		July 19, 2022
RUN DATE:	July 19, 2022	10:21 pm

	PARCELS	LAND VALUE	IMPROVEMENT VALUE	BPP MKT VALUE	TOTAL MKT VALUE
JURISDICTION TOTALS	336	0	0	57,839,530	57,839,530

	TOTAL MKT VALUE	CAPPED LOSS	EXEMPTIONS	AG LOSS	TAXABLE VALUE
JURISDICTION TOTALS	57,839,530	0	201,590	0	57,637,940

TOTAL EXEMPTIONS	PARCELS	MARKET VALUE	CAPPED LOSS	EXEMPTION AMOUNT	OTHER EXEMPTIONS	TAXABLE VALUE
TOTALLY EXEMPT	2	103,500	0	103,500	0	0
PRORATED TOTAL EXEMPT	0	0	0	0	0	0
UNDER 2500	24	25,660	0	25,660	0	0
MINERAL RIGHTS	0	0	0	0	0	0
PARTIAL EXEMPTIONS						
HOMESTEAD	0	0	0	0	0	0
CAPPED VALUE LOSS	0	0	0	0	0	0
OVER-65	0	0	0	0	0	0
DISABLED PERSONS	0	0	0	0	0	0
DISABLED VETERANS	0	0	0	0	0	0
100% DISABLED VETERANS	0	0	0	0	0	0
DISABLED VET DONATED HOME	0	0	0	0	0	0
ABATEMENTS	0	0	0	0	0	0
HISTORIC SITE	0	0	0	0	0	0
POLLUTION CONTROL	3	72,430	0	72,430	0	0
FREEPORT	0	0	0	0	0	0
FREEPORT IN PROCESS	0	0	0	0	0	0
GOODS IN TRANSIT	0	0	0	0	0	0
LOW INCOME	0	0	0	0	0	0
DISASTER	0	0	0	0	0	0
TOTAL PARTIAL EXEMPT				72,430		
TOTAL REAL PARTIAL EXEMPT				0		
TOTAL BPP PARTIAL EXEMPT				72,430		

AG SPECIAL VALUATION	PARCELS	LAND VALUE	IMPROVEMENT VALUE	MARKET VALUE
AGRICULTURAL 1D	0	0	0	0
AGRICULTURAL 1D1	0	0	0	0

AG SPECIAL VALUATION	MARKET VALUE	CAPPED LOSS	LOSS AMOUNT	NON AG EXEMPTIONS	TAXABLE VALUE
AGRICULTURAL 1D	0	0	0	0	0
AGRICULTURAL 1D1	0	0	0	0	0

	LAND DEV COSTS	REAL PROP NEW CONSTR	PERS PROP NEW CONSTR	TOTAL NEW CONSTR
NEW CONSTRUCTION	0	0	366,480	366,480

Dallas Central Appraisal District
Certified Estimated Value Report
Property Class Breakdown

JURISDICTION SACHSE
REPORT TYPE: PROPERTY CLASS BREAKDOWN
DATABASE: CERTIFICATION (2022)
TAX YEAR: 2022
REPORT DATE: July 19, 2022
RUN DATE: July 19, 2022 10:21 pm

DCAD SPTD	PTD CODE	DESCRIPTION	PARCELS	MARKET VALUE	TAXABLE VALUE
A11	A	SINGLE FAMILY RESIDENCES	5,257	2,023,145,600	1,690,919,237
A12	A	SFR - TOWNHOUSES	92	21,279,130	20,432,879
A13	A	SFR - CONDOMINIUMS	24	2,042,400	2,042,400
A20	A	MOBILE HOME ON OWNERS LAND	1	80,850	80,850
	A - TOTAL	REAL: RESIDENTIAL SINGLE FAMILY	5,374	2,046,547,980	1,713,475,366
B11	B	MFR - APARTMENTS	17	11,985,460	11,930,028
B12	B	MFR - DUPLEXES	123	27,440,440	26,964,710
	B - TOTAL	REAL: RESIDENTIAL MULTI-FAMILY	140	39,425,900	38,894,738
C11	C1	SFR - VACANT LOTS/TRACTS	194	15,932,390	13,814,811
C12	C1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	150	65,440,860	43,441,020
C14	C1	RURAL VACANT - LESS THAN 5 ACRES	6	397,810	397,810
	C1 - TOTAL	REAL: VACANT LOTS/TRACTS	350	81,771,060	57,653,641
D10	D1	QUALIFIED OPEN SPACE LAND	55	33,495,260	467,623
	D1 - TOTAL	REAL: QUALIFIED LAND	55	33,495,260	467,623
E11	E	RURAL LAND AND IMPROVEMENTS NON QUALIFIE	2	1,098,630	1,028,443
	E - TOTAL	REAL: FARM AND RANCH IMPROVEMENTS	2	1,098,630	1,028,443
F10	F1	COMMERCIAL IMPROVEMENTS	129	347,809,350	266,562,900
	F1 - TOTAL	REAL: COMMERCIAL	129	347,809,350	266,562,900
F20	F2	INDUSTRIAL IMPROVEMENTS	2	748,300	748,300
	F2 - TOTAL	REAL: INDUSTRIAL	2	748,300	748,300
J20	J	GAS COMPANIES	1	6,326,270	6,326,270
J30	J	ELECTRIC COMPANIES	1	7,833,160	7,833,160
J40	J	TELEPHONE COMPANIES	4	1,729,990	1,729,990
J51	J	RAILROAD CORRIDOR	2	864,230	864,230
J70	J	CABLE COMPANIES	6	331,400	331,400
	J - TOTAL	REAL AND TANGIBLE PERSONAL UTILITIES	14	17,085,050	17,085,050
L10	L1	COMMERCIAL BPP	317	40,151,340	39,949,750
	L1 - TOTAL	PERSONAL: COMMERCIAL	317	40,151,340	39,949,750
L20	L2	INDUSTRIAL BPP	2	509,620	509,620
	L2 - TOTAL	PERSONAL: INDUSTRIAL	2	509,620	509,620
M31	M1	MOBILE HOMES ON LEASED SPACES	31	195,810	195,810
	M1 - TOTAL	MOBILE HOMES	31	195,810	195,810
O10	O	RESIDENTIAL - VACANT LOTS AS INVENTORY	127	7,872,200	7,872,200
O11	O	RESIDENTIAL - IMPROVEMENTS AS INVENTORY	1	100	100
	O - TOTAL	REAL PROPERTY: INVENTORY	128	7,872,300	7,872,300
S10	S	SPECIAL INVENTORY	5	957,750	957,750
	S - TOTAL	SPECIAL INVENTORY	5	957,750	957,750

Dallas Central Appraisal District
Certified Estimated Value Report
Property Class Breakdown

GRAND TOTALS	6,549	2,617,668,350	2,145,401,291

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	3. Approve an Interlocal Agreement renewing the Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.
Access	Public
Type	Action (Consent)
Recommended Action	Approve an Interlocal Agreement renewing the Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.
Goals	Provide excellent government services to Sachse citizens. Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Public Content

BACKGROUND

This Interlocal Agreement is renewed on an annual basis and requires City Council approval. As indicated in the Agreement, Dallas County will perform a minimum of two inspections for each food establishment and any additional follow-up inspections. The City will collect and submit to Dallas County a minimum of $150 from each food establishment and $75 for each additional follow-up inspection. Additionally, the Agreement also addresses the environmental health services associated with vector and/or mosquito control through ground applications. This agreement is effective October 1, 2022, through September 30, 2023.

OVERVIEW

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

- **Food Establishment Inspections:** The City of Sachse simply acts as a collection agent for fees associated with food establishment inspections. The food establishment pays the fee directly to the City of Sachse and the City then remits the money to Dallas County within 30 days of the monthly request for payment.
- **Environmental Health Services:** Environmental Health Services addresses Vector and/or Mosquito Control. These services only include ground application services upon written request by the City of Sachse to Dallas County. Ground application services are limited to ground spraying of pesticides by County vehicles ("adulticiding") and application of larvacide to standing water.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

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

Dallas Co_ILA Food Establishment Agreement 2022 -2023.pdf (187 KB)

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

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

SECTION 1: PARTIES

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

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2023 unless otherwise stated in this Agreement. ("Term")

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

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

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

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

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

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

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

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

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

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

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

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

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

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

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

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

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

SECTION 6: RECORDS

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

SECTION 7: TERMINATION

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

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

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

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

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

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

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

SECTION 8: CITY ORDINANCE

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

SECTION 9: INDEMNIFICATION

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

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

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

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

SECTION 10: INSURANCE

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

SECTION 11: NOTICE

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

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

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

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

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

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.3 SEVERABILITY

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

12.4 FISCAL FUNDING CLAUSE

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

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

12.6 GOVERNMENTAL IMMUNITY

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

12.7 COMPLIANCE WITH LAWS AND VENUE

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

12.8 RELATIONSHIP OF PARTIES

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

12.9 CONTRA PROFERENTUM

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

12.10 ASSIGNMENT

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

12.11 CONTINUING OBLIGATIONS

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

12.12 FORCE MAJEURE

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

12.13 BINDING EFFECT

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

12.14 SIGNATORY WARRANTY

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

EXECUTED THIS ___1st_____ DAY OF ___October__ 2022. ("Effective Date")

FOR DALLAS COUNTY:	**FOR CITY:**
BY: Clay Lewis Jenkins County Judge	BY: Gina Nash City Manager
DATE: ______________________________	DATE: ______________________________
Recommended:	**Recommended (CITY):**
BY: Dr. Philip Huang Director, DCHHS	BY: Leah K Granger Title: City Secretary
Approved as to Form*:	**Approved as to Form (CITY):**
JOHN CREUZOT CRIMINAL DISTRICT ATTORNEY DALLAS COUNTY, TEXAS	BY: Joseph J. Gorfida, Jr. Title: City Attorney
RUSSELL RODEN CHIEF, CIVIL DIVISION	
BY: James R. Palomo Assistant District Attorney	

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

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	4. Approve a resolution authorizing the City Manager to enter into an interlocal agreement between Collin County and the City of Sachse concerning traffic signal improvements within city limits in an amount not to exceed One Hundred Fifty-Four Thousand, Six Hundred Five and No/100 Dollars ($154,605.00).
Access	Public
Type	Action (Consent)
Preferred Date	Aug 15, 2022
Fiscal Impact	Yes
Dollar Amount	154,605.00
Budgeted	Yes
Budget Source	Collin County Interlocal Agreement Revenue
Recommended Action	Approve a resolution authorizing the City Manager to enter into an interlocal agreement between Collin County and the City of Sachse concerning traffic signal improvements within city limits in an amount not to exceed One Hundred Fifty-Four Thousand, Six Hundred Five and No/100 Dollars ($154,605.00).
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

Collin County and the City of Sachse have partnered through Interlocal Cooperation Agreements throughout the last 20 years on multiple roadway construction and maintenance projects. Currently, Collin County has $146,017 remaining from the completed 2007 Collin County Bond Maxwell Creek project (#07-089) and $8,588 from the completed 2007 Collin County Bond Ranch Road project (#07-089) that is requested to be re-allocated to the traffic signal project. Acceptance of Collin County funds was previously budgeted and anticipated for the Signal Improvements - Construction (R-20-03) capital project.

The signals, lights, median, sidewalks, and street signs are installed. Power is expected to be completed this month. Due to shipping and logistical delays, control cabinets and internal circuits are still needed to fully complete this project. Delivery is expected in September for these components.

OVERVIEW

The current project consists of design and construction of traffic signal improvements to the intersections of Ranch Road and Dewitt Road and Woodbridge Parkway and Cody Lane. The Construction improvements include: poles, mast arms, traffic lights, and electrical equipment for the signalization of both intersections, construction of sidewalk and barrier free ramps, and construction of roadway median improvements. This agreement will allow the use of previous Collin County project savings to fund a portion of this project.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION
Approve a resolution authorizing the City Manager to enter into an interlocal agreement between Collin County and the City of Sachse concerning traffic signal improvements within city limits in an amount not to exceed One Hundred Fifty-Four Thousand, Six Hundred Five and No/100 Dollars ($154,605.00).

Collin County Interlocal Agreement_Traffic Signal Project.pdf (186 KB)

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

INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF SACHSE
CONCERNING TRAFFIC SIGNAL IMPROVEMENTS AT RANCH ROAD
AND DEWITT ROAD AND WOODBRIDGE PARKWAY AND CODY LANE
CITY OF SACHSE PROJECT #R-20-03
NEW 2007 BOND PROJECT # RI070075

WHEREAS, the County of Collin, Texas ("County") and the City of Sachse, Texas ("City") desire to enter into this agreement ("Agreement") concerning the Name ("Project") in Sachse, Collin County, Texas; and

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

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

WHEREAS, the City has $146,017 remaining from their completed 2007 Bond Project #07-089, Maxwell Creek project and $8,588 from their completed 2007 Bond project #07-089 Ranch Road project, that they are requesting to be reallocated to this new project; and

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

WITNESSETH:

ARTICLE I.

The City shall arrange to design the Project. The Project shall consist of design and construction of traffic signal improvements to the intersections of Ranch Road and Dewitt Road and Woodbridge Parkway and Cody Lane. The Construction improvements include: poles, mast arms, traffic lights and electrical equipment for the signalization of both intersections, construction of sidewalk and barrier free ramps, and construction of roadway median improvements. All improvements shall be designed to meet or exceed the City's roadway design standards and criteria and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all statutory requirements applicable to a municipal public work project. The City shall provide the County with a copy of the executed design and construction contract(s) for the Project. Changes to the Project, other than what was submitted for the initial project ranking or which alter the initial funding set forth in Article IV, must be reviewed and approved by Collin County.

ARTICLE III.

The City shall also acquire real property in the vicinity of the improvements for use as right-of-way or easements in connection with the Project.

ARTICLE IV.

The City estimates the total actual cost of the Project to be Nine Hundred Sixty-eight Thousand Six Hundred Seventy-Three Dollars ($*968,673.00*) ("Estimated Project Cost"). The County agrees to participate in the Project by allocating One Hundred Fifty-four Thousand Six Hundred Five Dollars ($154,605.00) (the "County Participation Amount") to the performance of the Project. The County shall remit fifty percent the County Participation Amount to the City within thirty (30) days after the City issues a Notice to Proceed to the design engineer and the City submits a written request for payment to the County. The County Commissioners Court may revise this payment schedule based on the progress of the Project. If the payment schedule is revised and that revision results in the City facing the potential of incurring an unfunded debt in violation of the Texas Constitution the City, in its sole discretion, shall be free from any obligation or commitment to continue working on or complete the Project until the next installment of the County Participation Amount is paid to City.

If the actual cost to design and construct the Project (collectively the "Actual Project Cost") is less than the Estimated Project Cost, and the County has participated up to fifty percent (50%) of the total Estimated Project Cost for the 2007 Bond funding, then the City shall reimburse to the County an amount equal to the difference between the Estimated Project Cost and the Actual Project Cost such that the county has only contributed fifty percent (50%) of the Actual Project Cost. The City shall remit any such reimbursement to the County following City's final acceptance of the Project and along with an itemized final accounting of expenditures for the Project. As used herein, the terms "Estimated Project Cost" and "Actual Project Cost" may include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed One Hundred Fifty-four Thousand Six Hundred Five Dollars ($154,605.00).

ARTICLE VI.

The City shall install a **project sign** identifying the Project as being partially funded by the Collin County 2007 Bond Program. The City shall also provide **quarterly progress reports throughout the Project as well as before, during and after photos** during the construction process, in electronic format or via US mail to the Collin County Engineering Department. Following completion of the Project, the City shall provide an **itemized final accounting of expenditures** for the Project.

ARTICLE VII.

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

ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

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

ARTICLE X.

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

ARTICLE XI.

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

ARTICLE XII.

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

ARTICLE XIII.

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

ARTICLE XIV.

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

ARTICLE XV.

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

ARTICLE XVI.

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

[*Signature page follows*.]

APPROVED AS TO FORM:

By: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________

COUNTY OF COLLIN, TEXAS

By: _________________________________
Name: Chris Hill
Title: County Judge
Date: ________________________
Executed on this _____ day of ______, 20__, by the County of Collin, pursuant to Commissioners' Court Order No.____________________.

ATTEST:

By: ______________________________
Name: Leah K Granger
Title: City Secretary
Date: ____________________________

CITY OF SACHSE, TEXAS

By: _________________________________
Name: Gina Nash
Title: City Manager
Date: _______________________________
Executed on behalf of the City of ____________ pursuant to City Council Resolution No._________________

APPROVED AS TO FORM:

By: ______________________________
Name: Joe Gorfida, Jr.
Title: City Attorney
Date: ____________________________

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	5. Approve scheduling a public hearing on the FY 2022-2023 Proposed Budget at the September 6, 2022, Council meeting.
Access	Public
Type	Action (Consent)
Recommended Action	Approve scheduling a Public Hearing on the FY 2022-2023 Proposed Budget for September 6, 2022, at 6:30 p.m. with the meeting taking place in the Council Chambers of Sachse City Hall, located at 3815-B Sachse Road, Sachse, Texas 75048.

Public Content

BACKGROUND

The Texas Local Government Code requires the City to hold a public hearing on the proposed budget and publish the notice for this meeting in addition to the notice required under Truth in Taxation guidelines.

OVERVIEW

The September 6 City Council meeting fulfills the public hearing requirements of the Local Government Code. Staff will be submitting the notice of the public hearing on the proposed budget to print in the August 25 Sachse News.

POLICY CONSIDERATIONS

Chapter 102 of the Texas Local Government Code requires the City to hold a public hearing on the proposed budget and publish the notice for this meeting in addition to the notice required under Truth in Taxation guidelines.

RECOMMENDATION

Approve scheduling a public hearing on the FY 2022-2023 Proposed Budget for September 6, 2022, at 6:30 p.m. with the meeting taking place in the Council Chambers of Sachse City Hall, located at 3815-B Sachse Road, Sachse, Texas 75048.

2022-2023 Notice of Public Hearing on Budget.pdf (104 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.

NOTICE OF PUBLIC HEARING

CITY OF SACHSE

PROPOSED OPERATING BUDGET FISCAL YEAR 2022-2023

The City of Sachse will hold a Public Hearing on the proposed budget for the fiscal year 2022-2023 on **September 6, 2022 at 6:30 p.m.** at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas 75048.

This budget will raise more revenue from property taxes than last year's budget by an amount of $3,042,887, which is a 15.74 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,837,950.

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

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	6. Accept submission of the 2022 no-new-revenue tax rate of $0.650416 per $100 taxable value and the voter-approval tax rate of $0.780381 per $100 taxable value.
Access	Public
Type	Action (Consent)
Preferred Date	Aug 15, 2022
Absolute Date	Aug 15, 2022
Recommended Action	Accept the submission of the 2022 no-new-revenue tax rate of $0.650416 per $100 taxable value and the voter-approval tax rate of $0.780381 per $100 taxable value.

Public Content

BACKGROUND

State law requires municipalities to submit to their governing boards and publish on the City's website a notice showing their no-new-revenue and voter-approval tax rates for the upcoming fiscal year.

This item is being submitted for transparency purposes relative to the no-new-revenue rate. A complete discussion of the proposed tax rate will be addressed during the regular agenda under item E2, which is the consideration of the proposed tax rate as recommended by the City Manager.

OVERVIEW

The no-new-revenue rate will produce the same amount of tax revenue if applied to the same properties in both 2021 and 2022. The voter-approval rate is the highest tax rate the City can set without holding an election to seek voter approval of the rate.

All taxing units that levied property taxes in 2021 and intend to levy them in 2022 must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the City's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate is intended to enable the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval tax rate is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 3.5 percent of the prior year's operating and maintenance money, plus the necessary debt rate.

POLICY CONSIDERATIONS

Section 26.04 of the Texas Tax Code states that by August 7, or as soon thereafter as practicable, the designated officer or employee shall submit the no-new-revenue and voter-approval tax rates to the City Council. State law also requires municipalities to publish the no-new-revenue tax rate and a voter-approval tax rate, and to hold one public hearing if the proposed tax rate exceeds the lower of the no-new-revenue or voter-approval tax rate.

RECOMMENDATION

Accept the submission of the 2022 no-new-revenue tax rate of $0.650416 per $100 taxable value and the voter-approval tax rate of $0.780381 per $100 taxable value.

2022 Tax Rate Calculation Worksheet.pdf (719 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.

2022 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

DB 8/7/22 BM 8-4-22

City of Sachse	469.429.4772
Taxing Unit Name	Phone *(area code and number)*
3815-B Sachse Rd., Sachse, TX 75048	www.cityofsachse.com
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2021 total taxable value.** Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 2,865,315,157
2.	**2021 tax ceilings.** Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 388,994,730
3.	**Preliminary 2021 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 2,476,320,427
4.	**2021 total adopted tax rate.**		$ 0.700734 /$100
5.	**2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.**		
	A. Original 2021 ARB values:	$ 47,211,949	
	B. 2021 values resulting from final court decisions:	- $ 38,558,779	
	C. 2021 value loss. Subtract B from A.[3]		$ 8,653,170
6.	**2021 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. 2021 ARB certified value:	$ 19,632,017	
	B. 2021 disputed value:	- $ 6,084,736	
	C. 2021 undisputed value. Subtract B from A.[4]		$ 13,547,281
7.	**2021 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 22,200,451

[1] Tex. Tax Code § 26.012(14)
[2] Tex. Tax Code § 26.012(14)
[3] Tex. Tax Code § 26.012(13)
[4] Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
8.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.		$ 2,498,520,878
9.	**2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.** Enter the 2021 value of property in deannexed territory. [5]		$ 0
10.	**2021 taxable value lost because property first qualified for an exemption in 2022.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value.		
	A. **Absolute exemptions.** Use 2021 market value:	$ 53,139	
	B. **Partial exemptions.** 2022 exemption amount or 2022 percentage exemption times 2021 value:	+ $ 4,212,000	
	C. **Value loss.** Add A and B. [6]		$ 4,265,139
11.	**2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.** Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021.		
	A. **2021 market value:**	$ 403,200	
	B. **2022 productivity or special appraised value:**	- $ 1,232	
	C. **Value loss.** Subtract B from A. [7]		$ 401,968
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.		$ 4,667,107
13.	**2021 captured value of property in a TIF.** Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.		$ 46,434,911
14.	**2021 total value.** Subtract Line 12 and Line 13 from Line 8.		$ 2,447,418,860
15.	**Adjusted 2021 total levy.** Multiply Line 4 by Line 14 and divide by $100.		$ 17,149,896
16.	**Taxes refunded for years preceding tax year 2021.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. [9]		$ 22,473
17.	**Adjusted 2021 levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]		$ 17,172,369
18.	**Total 2022 taxable value on the 2022 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11]		
	A. **Certified values:**	$ 3,476,638,916	
	B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office:	+ $	
	C. **Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	- $ 0	
	D. **Tax increment financing:** Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12]	- $ 212,951,055	
	E. **Total 2022 value.** Add A and B, then subtract C and D.		$ 3,263,687,861

[5] Tex. Tax Code § 26.012(15)
[6] Tex. Tax Code § 26.012(15)
[7] Tex. Tax Code § 26.012(15)
[8] Tex. Tax Code § 26.03(c)
[9] Tex. Tax Code § 26.012(13)
[10] Tex. Tax Code § 26.012(13)
[11] Tex. Tax Code § 26.012, 26.04(c-2)
[12] Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13]		
	A. **2022 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14]	$ 101,685,351	
	B. **2022 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15]	+ $ 0	
	C. **Total value under protest or not certified.** Add A and B.		$ 101,685,351
20.	**2022 tax ceilings.** Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. [16]		$ 442,579,542
21.	**2022 total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]		$ 2,922,793,670
22.	**Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.** Include both real and personal property. Enter the 2022 value of property in territory annexed. [18]		$ 0
23.	**Total 2022 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to exist-ing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2022. [19]		$ 282,580,717
24.	**Total adjustments to the 2022 taxable value.** Add Lines 22 and 23.		$ 282,580,717
25.	**Adjusted 2022 taxable value.** Subtract Line 24 from Line 21.		$ 2,640,212,953
26.	**2022 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]		$ 0.650416/$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. [21]		$ /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**2021 M&O tax rate.** Enter the 2021 M&O tax rate.	$ 0.506527/$100
29.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,498,520,878

[13] Tex. Tax Code § 26.01(c) and (d)
[14] Tex. Tax Code § 26.01(c)
[15] Tex. Tax Code § 26.01(d)
[16] Tex. Tax Code § 26.012(6)(B)
[17] Tex. Tax Code § 26.012(6)
[18] Tex. Tax Code § 26.012(17)
[19] Tex. Tax Code § 26.012(17)
[20] Tex. Tax Code § 26.04(c)
[21] Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
30.	**Total 2021 M&O levy.** Multiply Line 28 by Line 29 and divide by $100		$ 12,655,682
31.	**Adjusted 2021 levy for calculating NNR M&O rate.**		
	A. **M&O taxes refunded for years preceding tax year 2021.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021.	+ $ 16,411	
	B. **2021 taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0.	– $ 325,388	
	C. **2021 transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	+/- $ 0	
	D. **2021 M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	$ -308,977	
	E. Add Line 30 to 31D.		$ 12,346,705
32.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet*.		$ 2,640,212,953
33.	**2022 NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.		$ 0.467640 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23]		
	A. **2022 state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. **2021 state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100.	$ 0/$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0/$100
35.	**Rate adjustment for indigent health care expenditures.** [24]		
	A. **2022 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose.	$ 0	
	B. **2021 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose.	– $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100.	$ 0/$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0/$100

[22] [Reserved for expansion]
[23] Tex. Tax Code § 26.044
[24] Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25]		
	A. **2022 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose	$ 0	
	B. **2021 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0/$100	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100	$ 0/$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0/$100
37.	**Rate adjustment for county hospital expenditures.** [26]		
	A. **2022 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022	$ 0	
	B. **2021 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0/$100	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100	$ 0/$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0 /$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.		
	A. **Amount appropriated for public safety in 2021.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	$ 0	
	B. **Expenditures for public safety in 2021.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0/$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0 /$100
39.	**Adjusted 2022 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.		$ 0.467640 /$100 ✓
40.	**Adjustment for 2021 sales tax specifically to reduce property values.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.		
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	$ 0	
	B. Divide Line 40A by Line 32 and multiply by $100	$ 0/$100	
	C. Add Line 40B to Line 39.		$ 0.467640 /$100
41.	**2022 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.		$ 0.484007 /$100 ✓

[25] Tex. Tax Code § 26.0442
[26] Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):* 2022 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. [27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ 0 /$100
42.	**Total 2022 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [28] Enter debt amount .... $ 6,970,433 **B.** Subtract **unencumbered fund amount** used to reduce total debt. .... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) .... – $ 0 **D.** Subtract **amount paid** from other resources .... – $ 784,013 **E. Adjusted debt.** Subtract B, C and D from A.	$ 6,186,420
43.	**Certified 2021 excess debt collections.** Enter the amount certified by the collector. [29]	$ 0
44.	**Adjusted 2022 debt.** Subtract Line 43 from Line 42E.	$ 6,186,420
45.	**2022 anticipated collection rate.** **A.** Enter the 2022 anticipated collection rate certified by the collector. [30] .... 100.00 % **B.** Enter the 2021 actual collection rate. .... 100.85 % **C.** Enter the 2020 actual collection rate. .... 107.82 % **D.** Enter the 2019 actual collection rate. .... 101.72 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [31]	100.85 %
46.	**2022 debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 6,134,278
47.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,922,793,670
48.	**2022 debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ 0.209877 /$100
49.	**2022 voter-approval tax rate.** Add Lines 41 and 48.	$ 0.693884 /$100
D49.	***Disaster Line 49 (D49):* 2022 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ /$100

[27] Tex. Tax Code § 26.042(a)
[28] Tex. Tax Code § 26.012(7)
[29] Tex. Tax Code § 26.012(10) and 26.04(b)
[30] Tex. Tax Code § 26.04(b)
[31] Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	$ 0 /$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	$ 0
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November 2021.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 0
53.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,922,793,670
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ 0 /$100
55.	**2022 NNR tax rate, unadjusted for sales tax.**[35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet.*	$ 0.650416 /$100
56.	**2022 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	$ 0.650416 /$100
57.	**2022 voter-approval tax rate, unadjusted for sales tax.**[36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet.*	$ 0.693884 /$100
58.	**2022 voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ 0.693884 /$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ 0
60.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,922,793,670
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ 0 /$100
62.	**2022 voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ 0.693884 /$100

[32] Tex. Tax Code § 26.041(d)
[33] Tex. Tax Code § 26.041(i)
[34] Tex. Tax Code § 26.041(d)
[35] Tex. Tax Code § 26.04(c)
[36] Tex. Tax Code § 26.04(c)
[37] Tex. Tax Code § 26.045(d)
[38] Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years. [39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; [40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [42]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**2021 unused increment rate.** Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	$ 0.046257 /$100
64.	**2020 unused increment rate.** Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	$ 0.040240 /$100
65.	**2019 unused increment rate.** Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$ 0 /$100
66.	**2022 unused increment rate.** Add Lines 63, 64 and 65.	$ 0.086497 /$100
67.	**2022 voter-approval tax rate, adjusted for unused increment rate.** Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$ 0.780381 /$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
68.	**Adjusted 2022 NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$ 0.467640 /$100
69.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,922,793,670
70.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 69 and multiply by $100.	$ 0.017106 /$100
71.	**2022 debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.209877 /$100
72.	**De minimis rate.** Add Lines 68, 70 and 71.	$ 0.694623 /$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [47]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

[39] Tex. Tax Code § 26.013(a)
[40] Tex. Tax Code § 26.013(c)
[41] Tex. Tax Code §§ 26.0501(a) and (c)
[42] Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022
[43] Tex. Tax Code § 26.063(a)(1)
[44] Tex. Tax Code § 26.012(8-a)
[45] Tex. Tax Code § 26.063(a)(1)
[46] Tex. Tax Code §26.042(b)
[47] Tex. Tax Code §26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	**2021 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.700734/$100
74.	**Adjusted 2021 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. [48] Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ 0/$100
75.	**Increase in 2021 tax rate due to disaster.** Subtract Line 74 from Line 73.	$ 0.700734/$100
76.	**Adjusted 2021 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,447,418,860
77.	**Emergency revenue.** Multiply Line 75 by Line 76 and divide by $100.	$ 17,149,896
78.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 2,640,212,953
79.	**Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by $100. [49]	$ 0/$100
80.	**2022 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ 0.780381/$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. .... $ 0.650416 /$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 26

Voter-approval tax rate .... $ 0.780381 /$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 67

De minimis rate. .... $ 0.694623 /$100
If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. [50]

print here John R. Ames, PCC, CTA
Printed Name of Taxing Unit Representative

sign here
Taxing Unit Representative

8/4/22
Date

DB
8/17/22

[48] Tex. Tax Code §26.042(c)
[49] Tex. Tax Code §26.042(b)
[50] Tex. Tax Code §§ 26.04(c-2) and (d-2)

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	D. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or a member of the public so requests.
Subject	7. Approve an ordinance ordering a Special Election to be held on November 8, 2022, for amendments to the Sachse Home Rule Charter.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	60,000.00
Budgeted	Yes
Budget Source	Partially budgeted in the City Secretary General Operating Funds
Recommended Action	Approve an ordinance ordering a Special Election to be held on November 8, 2022, for amendments to the Sachse Home Rule Charter.

Public Content

BACKGROUND
The City Council established a Charter Review Commission in March 2022 that met on four occasions to review and make recommendations to amend the Sachse Home Rule Charter. Scott McMurdie, Charter Review Commission Chairperson, provided a summary report on behalf of the group at the July 18 Council meeting. The City Council reviewed and discussed the recommendations at the August 10 Special Council meeting. The Council directed the City Attorney to draft an ordinance calling a November election.

OVERVIEW
The City Attorney has prepared an ordinance to call a Charter Amendment Election on November 8, 2022, with the items approved by the City Council.

POLICY CONSIDERATIONS
Section 11.07 of the Sachse Home Rule Charter says the City Council "may order any amendments suggested to be submitted to the voters of the city in the manner provided by state law as now written or hereafter amended."

RECOMMENDATION
Approve an ordinance ordering a Special Election to be held on November 8, 2022, for amendments to the Sachse Home Rule Charter.

Ordinance_Nov 2022 Election on Proposed Amendments to City Charter.pdf (224 KB)

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

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ORDERING A SPECIAL ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF SACHSE TO BE HELD ON NOVEMBER 8, 2022; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF SACHSE; AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; PROVIDING FOR DATES FOR EARLY VOTING BY PERSONAL APPEARANCE; PROVIDING FOR DEADLINE FOR APPLICATION FOR ABSENTEE BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has received a report from the 2022 City of Sachse Charter Review Commission recommending to the City Council proposed amendments to the Home Rule Charter for the City of Sachse; and

WHEREAS, the City Council has reviewed the report from the 2022 City of Sachse Charter Review Commission and the Home Rule Charter of the City of Sachse and has determined that certain amendments are in the best interest of the citizens and to comply with state law; and

WHEREAS, the City Council, after due consideration, desires to conduct a special election on proposed amendments to the Home Rule Charter on the uniform election date of November 8, 2022;

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

SECTION 1. That an election is ordered for November 8, 2022, for the hereinafter proposed amendments to the Charter of the City of Sachse, contained in Exhibit "A" attached hereto and made a part of this Ordinance for all purposes to be submitted to the qualified voters of the City for their approval or disapproval at an election to be held on November 8, 2022.

SECTION 2. That notice of the election shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City and include a substantial copy of the proposed amendments. That said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth day and no later than the fourteenth day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting.

SECTION 3. In addition to any other notice of the election required by State law, notice of the election shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation published in the City, and include a substantial copy of the proposed amendments and an estimate of the anticipated fiscal impact to the City if the proposed amendment is approved at the election. Said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth day but before the fourteenth day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record of the time of posting, starting date, and the place of posting.

SECTION 4. That the election on the proposed Charter amendments shall be conducted in accordance with an Election Services Contract between the City of Sachse and the Dallas County Elections Department and the Collin County Elections Department for the election on November 8, 2022. The City Manager and/or the City Secretary are hereby authorized to execute an Election Services Contract with the Dallas County Elections Department and Collin County Elections Department for the election on November 8, 2022, and any amendments thereto that will provide for all election appointments, early voting by mail, the voting location as Sachse City Hall Court Room and Michael J. Felix Community Center Reservation Room and hours of voting, payments for election officials, necessary election arrangements, and a runoff election (if applicable).

SECTION 5. That early voting by personal appearance by any qualified Dallas County resident may be conducted at Sachse City Hall Courtroom 3815-B Sachse Road, Sachse, Texas 75048 and Michael J. Felix Community Center Room A & B 3815-E Sachse Road, Sachse, Texas 75048, or at any of the other Dallas and Collin County branch locations established by the Election Contract, if any. Early voting by personal appearance for the November 8, 2022, election will be conducted by the Dallas County Elections Department beginning on Monday, October 24, 2022, and continue through Friday, October 28, 2022, between 8:00 a.m. and 5:00 p.m.; on Saturday, October 29, 2022, between 7:00 a.m. and 7:00 p.m.; on Sunday, October 30, 2022, between 12:00 p.m. and 6:00 p.m.; and on Monday, October 31, 2022, through Friday, November 4, 2022, between 7:00 a.m. and 7:00 p.m. Early voting by personal appearance for the November, 8, 2022, election will be conducted by the Collin County Elections Department beginning on Monday, October 24, 2022, and continue through Friday, October 28, 2022, between 8:00 a.m. and 5:00 p.m.; on Saturday, October, 29, 2022, between 7:00 a.m. and 7:00 p.m.; on Sunday, October 30, 2022, between 11:00 a.m. and 5:00 p.m.; and on Monday, October 31, 2022, through Friday, November 4, 2022, between 7:00 a.m. and 7:00 p.m.

SECTION 6. That applications for early voting ballot by mail shall be mailed to: for Dallas County: Michael J Scarpello – Early Voting Clerk, Dallas County Elections 1520 Round Table Drive, Dallas, Texas 75247; and for Collin County: Bruce Sherbet – Elections Administrator, Collin County Elections Department 2010 Redbud Boulevard, Suite 102, McKinney, TX 75069. Applications for early voting ballot by mail must be received no later than the close of business on October 28, 2022.

SECTION 7. That the City Secretary shall present the election returns to the City of Sachse City Council at a City Council meeting for the canvassing of said election in accordance with the Texas Election Code.

SECTION 8. That each amendment submitted must contain only one subject, and the ballot shall be prepared in a manner that the voters may vote "for" or "against" any amendment or amendments without voting "for" or "against" all of said amendments. Each such proposed amendment, if approved by the majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Sachse, Texas.

SECTION 9. That the ballot propositions for the proposed amendments to the Charter are as follows:

Proposition 1

Shall Article II, Section 2.02 of the Home Rule Charter be amended to correct a grammatical error?

Proposition 2

Shall Article III, Section 3.01 of the Home Rule Charter be amended to clarify the composition of the City Council without making any substantive changes?

Proposition 3

Shall Article III, Section 3.02 of the Home Rule Charter be amended to remove the historical references to the composition of the City Council and rename the section and to provide term limits for the mayor and members of the City Council?

Proposition 4

Shall Article III, Section 3.04 of the Home Rule Charter be amended to add the word "until" to correct a grammatical error?

Proposition 5

Shall Article III, Section 3.06 (4) of the Home Rule Charter be amended to eliminate the word "uniform" to comply with state law?

Proposition 6

Shall Article III, Section 3.07(i) of the Home Rule Charter be amended to remove "adopt plats" by the planning and zoning commission to be consistent with City Ordinances and state law?

Proposition 7

Shall Article III, Section 3.09 (1) of the Home Rule Charter be amended to provide that mayor or three of the city councilmembers may call for a special meeting of the City Council to be held, to conform to state law?

Proposition 8

Shall Article III, Section 3.13 of the Home Rule Charter be amended to remove the requirement for the City Council to conduct its meetings in accordance with Roberts Rules of Order to eliminate a conflict because such section already provides that the City Council shall determine its own order of business?

Proposition 9

Shall Article III, Section 3.14 (3) of the Home Rule Charter be amended to provide the City the flexibility to publish the ordinances of the city in the manner as may be allowed by state law?

Proposition 10

Shall Article III, Section 3.16 of the Home Rule Charter be amended to add subsection (4) to require the City code of ordinances to be accessible on the City web site?

Proposition 11

Shall Article III, Section 3.18 of the Home Rule Charter be amended to provide the City Council may require bonds of municipal officers and employees who receive or pay out city funds to provide discretion to the city council to determine which municipal officers and employees rather than all municipal officers and employees are required to provide a bond?

Proposition 12

Shall Article V, Section 5.02(c) of the Home Rule Charter be amended to provide a person must have resided within the City for at least 12 months prior to the date of election to comply with state law?

Proposition 13

Shall Article VI, Section 6.04 Subsection (3) of the Home Rule Charter be amended to reduce the number of places for signatures on a petition for initiative and referendum from 20 to 10 to make it easier to review and validate the petition and to make a more user-friendly form?

Proposition 14

Shall Article VI, Section 6.05 (1) and (2) of the Home Rule Charter be amended to increase the time-period from 30 days to 60 days in which to file a petition for initiative and referendum?

Proposition 15

Shall Article VII, Section 7.10 of the Home Rule Charter be repealed and reserve for future use to eliminate redundancy with Article VII, Section 7.04?

Proposition 16

Shall Article VII, Section 7.20 of the Home Rule Charter be amended to provide that the city manager may appoint a tax assessor/collector for the City, or the City Council may contract with another governmental entity to perform the duties relating to the assessment and collection of property taxes to be consistent with state law and current City organization?

Proposition 17

Shall Article IX, Section 9.01 (2) of the Home Rule Charter be amended to provide that the planning and zoning commission meet as needed rather than at least once of month?

Proposition 18

Shall Article XI, Section 11.07 Subsection (1) (b) of the Home Rule Charter be amended to correct a grammatical error?

Proposition 19

Shall Article XI, Section 11.07 (2) of the Home Rule Charter be amended to clarify language and to provide for the posting of a summary of the Charter Commission report presented to the City Council on the City web site?

Proposition 20

Shall Article XIII of the Home Rule Charter regarding the transition of the Charter, the City Council and employees following the adoption of Charter amendments be repealed since such provisions are not necessary or needed under state law?

SECTION 10. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 11. That this Ordinance shall become effective from and after its passage in accordance with law.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas, on the 15th day of August 2022.

APPROVED:

Jeff Bickerstaff, Mayor

DULY ENROLLED:

Leah K. Granger, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS:8-11-22:TM 130717)

Exhibit "A"

Sec. 2.02 - PUBLIC IMPROVEMENTS

Proposal 1

The city shall have the power to construct and maintain, within or without its corporate limits, streets, flood control facilities, and sanitary, water and storm drainage facilities, in, over, under or upon all public property and easements granted for that purpose and to levy assessments for the costs of such improvements. The city shall have the power to collect attorney's fees for the collection of paving assessment in foreclosure~~s~~ cases as allowed under state law. It shall have the power to cause liens to be established for the purpose of securing such levies and shall have the power to compel the use of such improvements by the inhabitants of the city.

Sec. 3.01 - COMPOSITION

Proposal 2

The council shall be composed of a mayor and six (6) council members**, that is a mayor and six (6) council members elected by numbered places 1, 2, 3, 4, 5 and 6 by the qualified voters of the entire city for staggered terms of three (3) years each or until their successor has been elected or appointed and qualified**. ~~Each council position shall be designated as a Place, to be determined as set forth in Sec. 3.02 of this Article. The mayor and council members shall be elected at large, and shall serve for a term of three (3) years as prescribed by the Texas Election Code and until his or her successor has been elected and duly qualified. Elections for two places shall be held each year, and the election for mayor shall be held every three years.~~ If the candidate with the highest number of votes in an election receives less than a majority vote, then a runoff election shall be held between the two candidates receiving the highest number of votes. Such runoff election shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances. **To provide for staggered terms of office the mayor and council members in places 5 and 6 are elected for a three (3) year term commencing with the regular municipal election in May 2022, council members in places 3 and 4 are elected for a three (3) year term commencing with the regular municipal election in May 2023, and council members in places 1 and 2 are elected for a three (3) year term commencing with the regular municipal election in May 2024.**

Sec. 3.02 - ~~PROCEDURES FOR DETERMINING COUNCIL PLACES AND INITIAL~~ TERM~~S OF OFFICE~~ LIMITS

Proposal 3

Commencing with the May 2023 city officer election, no person shall serve as mayor for more than three (3) consecutive elected terms, and no person shall serve as councilmember for more than three (3) consecutive elected terms. No person shall serve as a councilmember and mayor (combined) for more than six (6) consecutive terms. For purposes of this Section and computing the limitations on terms:

(1) A mayor or councilmember, who vacates, for any reason, city office before the end of the term for which such person was elected, shall be considered to have completed that term.

Exhibit "A"

(2) Election to fulfill an unexpired councilmember term, or unexpired mayor term if applicable, shall be computed as follows

(i) If 50 percent or more of the term is remaining, it shall be included in the computation of term limits; or

(ii) If less than 50 percent of the term is remaining, it shall not be included in the computation of term limits.

Any councilmember or mayor, who is ineligible to run for elected city office due to the limitations on terms as provided herein, shall remain ineligible to hold an elected city office for a period of two years following the expiration of the most recent term of city office for which such person was elected with the exception of a councilmember seeking the office of mayor or the mayor seeking the office of a councilmember.

~~(1) The city councilmember receiving the highest number of votes of the qualified voters of the city who vote in the May 7, 1994 election shall be designated as occupying Place 1, and shall [hold] office for three (3) years. The city councilmember receiving the second highest number of votes of the qualified voters of the city who vote in the May 7, 1994 election shall be designated as occupying Place 2 and hold office for three (3) years. The city councilmember receiving the t~~ [illegible] ~~er of votes of the qualified voters of the city who vote in the May 7, 1994 election shall be designated as occupying Place 3 and shall hold office for two (2) years.~~

Proposition 1

~~(2) At the first regularly scheduled council meeting held in February, 1995, the city secretary shall prepare three (3) identical paper ballots. One ballot shall be marked "Place 4", the second "Place 5", and the third "Place 6". Each councilmember who was not elected at the election held on May 7, [1]994, shall draw a ballot by lot. The councilmember drawing the [b]allot marked "Place 4" shall be the councilmember for Place 4, the councilmember drawing the ballot marked "Place 5" shall be the councilmember for Place 5, and councilmember drawing the ballot marked "Place 6" shall be the councilmember for Place 6. The councilmember designated as Place 4 shall hold office until the election for councilmembers held in May, 1996. The councilmembers designated as Place 5 and Place 6 shall hold office until the election for councilmembers held in May, 1995.~~

Sec. 3.04 - COMPENSATION

Proposal 4

Compensation of the members of the city council shall be determined by the city council by ordinance, but no increase in such compensation shall take effect **until** commencement of the terms of mayor and/or council members elected at the next regular election. Members of the city council shall be entitled to reimbursement for actual expenses incurred in the performance of official duties.

Sec. 3.06 - VACANCIES, FORFEITURES AND FILLING OF VACANCIES

Proposal 5

(1) The office of a city council member or the mayor shall become vacant upon his death, resignation, forfeiture of, or removal from office by any manner authorized by law.

(2) If any member of the city council is absent from four (4) of seven (7) consecutive regular meetings, without explanation acceptable to a majority of the remaining city council members, his office shall be declared vacant at the next regular meeting of the city council by resolution. In addition, any member of the city council who has been absent for six (6) consecutive regular meetings due to any reason shall have his seat declared vacant at the next regular meeting of the city council by resolution.

(3) Any member of the city council who ceases to possess the required qualifications for office or who is convicted of a felony or of a misdemeanor involving moral turpitude or is convicted of violating state law concerning conflict of interest shall forfeit his office. Every forfeiture shall be declared and enforced by a majority of the city council.

(4) A vacancy or vacancies in the position of mayor or council member shall be filled by majority vote of the qualified voters at a special election called for such purpose on the next ~~uniform~~ election date as provided by state law. If the candidate with the highest number of votes in such special election receives less than a majority vote, then a runoff election shall be held between the two candidates receiving the highest number of votes. Such special and runoff elections shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

Sec. 3.07 - POWERS OF THE CITY COUNCIL

Proposal 6

All powers of the City of Sachse and the determination of all matters of policy shall be vested in the city council. Except where in conflict with and otherwise expressly provided by this Charter, the city council shall have all powers authorized to be exercised by the city council by state law and the acts amendatory thereof and supplementary thereto, now or hereafter enacted. Without limitation of the foregoing and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:

(a) Appoint and remove the city manager;

(b) Appoint and remove the municipal court judge(s); (Election of May 13, 2006)

(c) Appoint and remove the city attorney;

(d) Appoint and remove the city secretary; (Election of April 5, 1986)

(e) Establish administrative departments including, but not limited to, police, fire, library, water, sewer, animal control, building inspection and fire marshal.

(f) Adopt the budget of the city;

(g) Collectively inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs;

(h) Provide a planning and zoning commission and a board of adjustment and other boards as deemed necessary, and appoint the members of all such boards and commission[s]. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by city ordinance or by law;

(i) ~~Adopt plats~~ **Reserved;**
(j) Adopt and modify the official map of the city;
(k) Adopt, modify and carry out plans in cooperation with the planning and zoning commission for the replanning, improvement and redevelopment of specific areas of the city;
(l) Adopt, modify and carry out plans in cooperation with the planning and zoning commission for the replanning, reconstruction or redevelopment of any area or district which may have been destroyed in whole or part by disaster;
(m) Regulate, license and fix the charges or fares made by any person owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire on the public streets and alleys of the city;
(n) Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein; provide for the erection of fireproof buildings within certain limits; and provide for the condemnation of dangerous structures of buildings or dilapidated buildings or buildings calculated to increase the fire hazard, and the manner of their removal or destruction;
(o) Fix and regulate rates and charges of all utilities and public services.

Sec. 3.09 - MEETINGS OF THE CITY COUNCIL

Proposal 7

(1) The city council shall hold at least one (1) regular meeting each month and as many additional meetings as it deems necessary to transact the business of the city. The city council shall fix by ordinance the date and time of the regular meetings.
Special meetings of the city council shall be held at the call of the mayor or **three** ~~a majority~~ of the city council members upon provision of Public notice in accordance with state law.
(2) Notice of regular, special and emergency meetings of the city council shall be given as required by the Texas Open Meetings Act.

Sec. 3.13 - RULES OF PROCEDURE

Proposal 8

~~The city council shall conduct its meetings in accordance with Robert's Rules of Order.~~ The city council shall determine its own order of business. The city council shall provide that the citizens of the city shall have a reasonable opportunity to clearly hear and be heard at public hearings with regard to specific matters under consideration. The city council shall provide for minutes to be taken and recorded for all meetings as required by law. Such minutes shall be a public record and shall be kept and maintained by the city secretary.

Sec. 3.14 - PASSAGE OF ORDINANCES IN GENERAL

Proposal 9

(1) The city council shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Sachse, Texas …" Each proposed ordinance shall be introduced in the written or printed form required for adoption. No ordinance shall

contain more than one (1) subject which shall be clearly expressed in its caption. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Except where an ordinance is repealed in its entirety, the amendatory or repealing ordinance shall set out in full the ordinance sections or subsections to be amended or repealed and shall indicate new language by enclosing it in quotation marks. Copies of proposed ordinances, in the form required for adoption, shall be furnished to members of the city council before the city council meeting at which such ordinance is to be considered. Copies of the proposed ordinance, in the form required for adoption, shall be available at the city offices and shall be furnished to citizens upon request to the city secretary from and after the date on which such proposed ordinance is posted as an agenda item for a city council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance is before the city council.

(2) A proposed ordinance which has been amended in substance after its placement on the agenda for a city council meeting may not be voted on at such city council meeting, unless the mayor announces at such city council meeting the amendments to such ordinance. All persons interested in such ordinance shall have a reasonable opportunity to be heard.

(3) Every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published once in its entirety or summary form after adoption, in a newspaper **or as otherwise allowed** ~~as required~~ by law.

(4) The reading aloud of a title and caption of the ordinance shall suffice as a reading provided printed copies of the ordinance in the form required for adoption are in front of all members of the city council. If a majority of the members' present request that the ordinance be read in its entirety, it must be read.

Sec. 3.16 - AUTHENTICATION, RECORDING, CODIFICATION PRINTING AND DISTRIBUTION

(1) All ordinances and resolutions adopted by the city council shall be authenticated by seal and signature of the city secretary and numbered consecutively as adopted. They shall be properly indexed and placed in a book kept open for public inspection.

Proposal 10

(2) The city council shall maintain the codification of ordinances of the city. This codification shall be known and cited as "The Sachse City Code" and shall be in full force and effect without the necessity of such Code or any part thereof being published in any newspaper. The caption, descriptive clause and other formal parts of the ordinances of the city may be omitted without effecting the validity of such ordinances when codified. Every general ordinance enacted subsequent to such codification shall be enacted

as an amendment to the Code. For the purpose of this section, general ordinances shall be deemed to be those ordinances of a permanent or continuing nature which affect the residents of the city at large.

(3) The city council shall cause all ordinances and amendments to this Charter to be printed promptly following their adoption. A copy of each ordinance and amendment shall be placed in appropriate city offices for public reference.

(4) The city shall cause the code of ordinances to be accessible on the city's website.

Sec. 3.18 - BOND

The city council ~~shall~~ **may** require bonds of all municipal officers and employees who receive or pay out any monies of the city. The amount of the bonds shall be determined by the city council and the cost shall be borne by the city.

Proposal 11

Sec. 5.02 - FILING FOR OFFICE

Proposal 12

(1) Candidates for city offices shall file for office in accordance with the Texas Election Code.

(2) Candidates for elective city office shall meet the following qualifications:

(a) Shall be at least twenty-one (21) years of age at the time of the election for which they are filing;

(b) Shall be a qualified voter;

(c) Shall have resided within the corporate limits of the city, or annexed territory, for at least **twelve** ~~six~~ (~~6~~) **(12)** months prior to the **date of election** ~~filing deadline~~;

(d) Shall not, after notice of any delinquency, be in arrears in payment of taxes or other liabilities due the city;

(e) No candidate may file in a single election for more than one (1) office or position as provided by this Charter;

(f) No employee, nor any member or volunteer with any board, commission, or department of the city, shall continue in such position upon election and acceptance of the elected position;

(g) No elected official of the city whose term is not expiring in that calendar year shall continue in such elective office after filing for any other elective office provided for in this Charter.

Sec. 6.04 - FORM OF PETITION

Proposal 13

(1) All pages of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signer of a petition must be a qualified voter of the City of Sachse and shall personally sign his own name thereto in ink or indelible pencil, and shall write after his name his place of residence within the boundaries of the city, giving name of street and number, if any, and shall also write thereon the date, including the month, day and year his signature was affixed. Petitions shall contain or have

attached thereto throughout their circulation the full text of the ordinance proposed or of the ordinance or resolution sought to be reconsidered, or in the case of a recall petition, the identity of the official whose recall is being sought.

(2) Each page of a petition shall have attached to it, when filed, an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed, the ordinance or resolution sought to be reconsidered, or the identity of the official whose recall is being sought.

(3) Locations for **ten (10)** ~~twenty (20)~~ signatures shall be provided on each blank petition.

Sec. 6.05 - PRESENTATION OF PETITIONS

Proposal 14

(1) A petition to the city council for initiative or referendum, containing the signatures of qualified voters equal in number to fifteen (15) percent of those who voted in the last general municipal election, or two hundred (200), whichever is greater, shall be filed with the city secretary not later than **sixty (60)** ~~thirty (30)~~ days following the filing of the affidavit by the petitioners committee. Once the petition is filed, no signature may be withdrawn.

(2) A petition to the city council for recall, containing the signatures of twenty (20) percent of the qualified voters registered to vote at the last regular city election, or three hundred (300), whichever is greater, shall be filed with the city secretary no later than **sixty (60)** ~~thirty (30)~~ days following the filing of the affidavit by the petitioners committee. Once the petition is filed, no signature may be withdrawn.

Sec. 7.10 - RESERVED~~CERTIFICATION: COPIES MADE AVAILABLE~~

Proposal 15

~~A copy of the budget, as fully adopted, shall be filed with the city secretary and such other places required by state law and as the city council may designate. The final budget shall be printed, and copies shall be made available for the use of all offices, agencies, and for the use of interested persons and civic organizations.~~

Sec. 7.20 - OFFICE OF TAX COLLECTOR

Proposal 16

~~There shall be established an office of taxation to collect taxes, the head of which shall be the city tax collector.~~ **The city manager shall appoint a tax assessor/collector for the city, or the city council may contract with a governmental entity or with the board of directors of an appraisal district to perform duties relating to the assessment or collection of taxes. In the assessment and collection of taxes, all provisions of the**

constitution and general laws of the State of Texas, the ordinances of this city relating thereto, and the provisions of this charter shall be followed.

Sec. 9.01 - ORGANIZATION

Proposal 17

(1) The city council shall create and establish a Planning and Zoning Commission which shall consist of seven (7) members, and may include alternates, who shall be appointed by the city council to staggered, overlapping two (2) year terms. The commission members shall be qualified voters in the city. Any vacancy occurring during the unexpired term of a member shall be filled by the city council. A majority of the members shall constitute a quorum. Removal of members of the planning and zoning commission shall be in accordance with the provisions of Article VIII, Section 8.01(2) of this Charter.

(2) The commission shall meet **as needed** ~~at least once a month~~. The commission shall keep minutes of its proceedings which minutes shall be maintained as a public record by the city secretary. The commission shall serve without compensation.

Sec. 11.07 - CHARTER REVIEW COMMISSION

Proposal 18

(1) The city council may appoint a Charter Review Commission of at least fourteen (14) citizens of the city who shall:

(a) Inquire into the operation of the city government under the Charter and determine whether any provisions require revision. To this end, public hearings may be held. The commission may compel the attendance of any officer or employee of the city and require submission of any city records;

(b) Propose any recommendations it deems desirable to **ensure** ~~insure~~ compliance with the Charter of the city government;

(c) Report its findings and present its recommendations to the city council.

Proposal 19

(2) The city council shall **conside**r ~~receive and have published in the official newspaper of the city a comprehensive summary of~~ the report presented by the commission, ~~shall consider~~ any recommendations made, and may order any amendments suggested to be submitted to the voters of the city in the manner provided by state law as now written or hereafter amended. **The city council shall post a comprehensive summary of the report presented by the commission on the city website which may be removed after the date the city council has adopted any amendments approved by the voters at such election. If no election is called the report may be removed from the city website within ninety (90) days after such posting.**

(3) The term of office of the commission shall be for not more than six (6) months, at the end of which time a report shall be presented to the city council and all records of proceedings of the commission shall be filed with the city secretary and become a public record.

Exhibit “A”

Proposal 20

ARTICLE XIII. – RESERVED ~~TRANSITIONAL PROVISIONS~~

~~Sec. 13.01 - EFFECTIVE DATE~~

~~This Charter shall take effect immediately following adoption by the voters.~~

~~Sec. 13.02 - CONTINUATION OF ELECTIVE OFFICES~~

~~.Upon adoption of this Charter, the present members of the city council filling elective offices will continue to fill those offices for the terms for which they were elected. If this Charter is adopted, the city council shall, by majority vote, at its first regular meeting after the adoption of this Charter, appoint one (1) additional councilman to serve for a term to coincide with the terms of the councilmen who are elected in the odd numbered years, or until his successor is elected and qualified. Thereafter, the city council shall be elected as provided in this Charter. Persons who, on the date this Charter is adopted, are filling appointive positions with the city which are retained under this Charter, may continue to fill these positions for the term for which they were appointed, unless removed by the city council or by other means provided in this Charter.~~

~~Sec. 13.03 - CONTINUATION OF~~

~~All city ordinances, bonds, resolutions, rules and regulations in force on the effective date of this Charter shall remain in force until altered, amended, or repealed by the city council, and all rights of the city under existing franchises and contracts are preserved in full force and effect.~~

~~Sec. 13.04 - OFFICERS AND EMPLOYEES~~

~~Except as specifically provided, nothing in this Charter shall affect or impair the rights or privileges of person who are city officers or employees at the time of its adoption.~~

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	1. Consider receipt of the City Manager's Proposed Budget for programs and services for the 2022-2023 fiscal year.
Access	Public
Type	Action, Discussion
Preferred Date	Aug 15, 2022
Recommended Action	Accept the City Manager's Proposed Budget for programs and services for the 2022-2023 Fiscal Year.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND
City Charter requires that the City Manager present a Proposed Budget for operations of the City for the upcoming year to City Council no later than August 15th each year.

OVERVIEW
The Proposed Budget is the product of previously held budget discussions with the City Council and a multi-year financial update that was presented to Council on July 18, 2022. The Proposed Budget will be submitted to the City Council, posted on the City's website, placed on file with the City Secretary, and placed at the Sachse Public Library for public inspection. A public hearing on the budget is scheduled for September 6, 2022, at 6:30 p.m.

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

RECOMMENDATION
Accept the City Manager's Proposed Budget for programs and services for the 2022-2023 Fiscal Year.

Presentation_2023 Proposed Budget_08.15.22.pdf (239 KB)

City of Sachse FY 2022-2023 Proposed Budget

City Council Workshop
August 15, 2022

Agenda

- Property Tax Rate
- Comparison of Preliminary Budget to Proposed Budget
  - General Fund
    - Review of assumptions
    - Summary comparison – preliminary to proposed budget
    - Fund Balance Analysis
- Capital Projects
- Next Steps

PROPERTY TAX RATE

TAX RATE	2021-2022	2022-2023	CHANGE	% CHANGE
No-New-Revenue	$0.700735	$0.650416	($0.050319)	(7.2%)
Voter-Approval	$0.787231	$0.780381	($0.00685)	(0.9%)

Proposed Tax Rate	**$0.700734**	**$0.650416**	**($0.050318)**	**(7.2%)**

Generates an additional $356,740 to the General Fund over previously anticipated

The City of SACHSE

GENERAL FUND ASSUMPTIONS

- Revenues
  - Certified taxable value $3.57 billion (25% growth)
  - Property Tax Revenue – 7.2% over FY 2022
  - Conservative revenue projections
    - Minimal/No growth from FY 2022 projections – major revenues

- Expenditures
  - Conservative assumptions
    - Budgeted Health insurance contribution (26% increase)
  - Conservative use of resources
    - Low base budget growth (4% increase)

The City of SACHSE

GENERAL FUND SUMMARY

CATEGORY	2022-2023 PRELIMINARY BUDGET	2022-2023 PROPOSED BUDGET	CHANGE
Revenue	$24,751,515	$25,108,255	$356,740
Expenses	24,737,412	24,745,406	7,994
Surplus	$14,103	$362,849	$348,746

The City of SACHSE

GENERAL FUND BALANCE ANALYSIS

Fiscal Year	Unassigned Fund Balance	% of Following Year Operating Expense	25% - 35% Target (Millions)	Excess Fund Balance (Millions)
2018	$8,663,617	51%	$4.3 – $6.0	$2.6
2019	10,432,607	57%	4.6 – 6.4	4.0
2020	10,192,769	54%	4.8 – 6.7	3.5
2021	12,798,792	61%	5.2 – 7.3	5.5
2022 Estimate	15,200,000	62%	6.1 – 8.5	6.7
2023 Estimate	15,500,000	62%	6.3 – 8.8	6.7

Policy – Targeted level of General Fund unassigned reserves should be between 25% and 35%

The City of
SACHSE

CAPITAL PROJECT EXPENDITURES

CATEGORY	2022-2023 PRELIMINARY BUDGET
Streets	$6,150,000
Water	5,550,000
Sewer	2,250,000
Drainage	1,580,000
Parks & Trails	1,040,750
Facilities	120,000
Bond Proposition 2021	16,685,000
TOTAL	$33,375,750

- Staff plans to return to Council in October to discuss capital projects

The City of SACHSE

CAPITAL PROJECT FUNDING SOURCES

FUND TYPE	2022-2023 PRELIMINARY BUDGET
Utility Fund	$5,462,500
Roadway Impact Fees	1,300,000
Street Maintenance Sales Tax	650,000
Stormwater Drainage Funds	80,000
Municipal Development District Sales Tax	778,250
Unobligated Capital Projects General Revenue	3,120,000
American Rescue Plan Act (ARPA) Funds	5,300,000
2022 General Obligation Bond Funds	16,685,000
TOTAL	$33,375,750

The City of
SACHSE

Next Steps

- City Council Meeting – September 6
  - Budget Public Hearing
  - Budget Discussion
  - Adopt Budget
  - Adopt Tax Rate
- Questions

The City of SACHSE

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	2. Consider placing a proposal to adopt a tax rate of $0.650416 per $100 of assessed property values for the 2022-2023 fiscal year as an action item on the September 6, 2022, City Council meeting agenda.
Access	Public
Type	Action, Discussion, Information
Preferred Date	Aug 15, 2022
Absolute Date	Aug 15, 2022
Recommended Action	Approve placing a proposal to adopt a tax rate of $0.650416 per $100 of assessed property values for the 2022-2023 fiscal year as an action item on the September 6, 2022, City Council meeting agenda.

Public Content

BACKGROUND

The City Council should adopt a tax rate that will, at a minimum, support the operations and cover the debt obligations of the City for the 2022-2023 fiscal year. The proposed no-new-revenue tax rate of $0.650416 per $100 of assessed property values accomplishes this.

According to Section 26.05(d) of the Property Tax Code, the City is required to hold one public hearing and publish a newspaper ad **if** proposing to consider a tax rate that exceeds the no-new-revenue rate or voter-approval rate, whichever is lower. If the proposal to adopt the no-new-revenue tax rate is approved, a public hearing on the tax rate is not required.

The rate the City finally adopts can be lower than the proposed and published rate, but it cannot exceed it without undergoing the required posting requirements and timeframes. This item requires a record vote.

OVERVIEW

A public meeting to vote on the proposed tax rate will be held on September 6, 2022, at 6:30 p.m. Citizens may express their support for or opposition to the proposed tax rate by contacting the members of the City of Sachse at their offices or by attending the public meeting mentioned above.

POLICY CONSIDERATIONS

The City's Comprehensive Financial Policy states that the debt-to-operational component of the tax rate should not exceed 30%. The proposed rate of $0.650416 is comprised of a Maintenance and Operations (M&O) rate of $0.456209, which is 70.14% of the total rate, and an Interest and Sinking (I&S) rate of $0.194207, which is 29.86%. Therefore, the proposed tax rate meets the requirement.

RECOMMENDATION

Place a proposal to adopt a tax rate of $0.650416 per $100 of assessed property values for the 2022-2023 fiscal year as an action item on the September 6, 2022, City Council meeting agenda.

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	3. Receive an update on the American Rescue Plan Act funding for Sachse.
Access	Public
Type	Discussion, Information
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

The American Rescue Plan Act funding of 2021 was signed into law in March 2021. The $1.9 trillion spending package was designed to combat the negative economic and public health impacts of the COVID-19 pandemic. The legislation included more than $130 billion in Local Fiscal Recovery Fund (FRF), which is the largest and most flexible federal funding currently available to local governments. These funds must be obligated to projects by December 31, 2024, and projects must be completed by December 31, 2026. The FRF have been disbursed to the varying units of qualified governments throughout the country. This is a different disbursement method than the Coronavirus relief CARES Act funds. The FRF includes five primary allowable expense categories:

1. Supporting public health expenditures;
2. Addressing negative economic impacts caused by the public health emergency;
3. Replace lost public sector revenue;
4. Providing premium pay for essential workers; and
5. Investing in water, sewer, and broadband infrastructure.

OVERVIEW

The City of Sachse was designated as a “non-entitlement unit” (NEU) for the purposes of the American Rescue Plan. NEUs are local governments that serve populations of less than 50,000. Funding for NEUs is received directly from the State. Each NEU is required to meet compliance and other reporting responsibilities, as defined by the U.S. Treasury Department.

FRF will be disbursed in two tranches, each of which includes 50% of the total funding allotment. The City of Sachse will receive $6,466,587.64 in total funds.

The purpose of this agenda item is to provide an update to the City Council on the American Rescue Plan funds and to recommend a project for funding consideration. Staff plans to return to Council with additional funding requests at a future meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Receive an update on the American Rescue Plan Act funding for Sachse.

Presentation_American Rescue Plan.pdf (182 KB)

American Rescue Plan

City Council
August 15, 2022

The City of
SACHSE

American Rescue Plan Overview

- The American Rescue Plan Act of 2021 was signed into law in March 2021
- The $1.9 trillion spending package was designed to combat the negative economic and public health impacts of the COVID-19 pandemic
- The legislation included more than $130 billion in Local Fiscal Recovery Fund (FRF), which is the largest and most flexible federal funding currently available to local governments
- These funds must be obligated to projects by December 31, 2024, and projects must be completed by December 31, 2026

The City of
SACHSE

Allowable Expenses

- Supporting public health expenditures;
- Addressing negative economic impacts caused by the public health emergency;
- Replace lost public sector revenue;
- Providing premium pay for essential workers; and
- Investing in water, sewer, and broadband infrastructure

The City of SACHSE

Non-Entitlement Unit

- Sachse was designated as a Non-Entitlement Unit (NEU)
- NEUs are local governments that serve populations of less than 50,000
- Funding for NEUs is received directly from the states
- Each NEU is required to meet compliance and other reporting responsibilities, as defined by the U.S. Treasury Department

The City of SACHSE

Sachse Distribution

- Funds will be disbursed in two tranches, each of which includes 50% of the NEU’s funding
- Sachse will receive $6,466,587.64 total, split between the two aforementioned tranches

The City of SACHSE

Challenges with ARP Funding

- Very limited use of allowable spending categories for communities that did not experience revenue loss as a result of the pandemic
- Most notably, roadway infrastructure is not currently considered an allowable category
- Bi-partisan legislation was filed at the Congressional level to expand eligible categories, but that legislation has not received traction since October 2021

The City of
SACHSE

Proposed Initial Project

Project	Cost	Notes
Maxwell Creek Pump Station	$5,300,000.00	Offset Utility Fund expense and accelerate a current FY project
TOTAL PROPOSED	$5,300,000.00	
TOTAL REMAINING	**$1,166,587.64**	

The City of SACHSE

Proposed Projects

- More details on the Maxwell Creek Pump Station Project in the following agenda item
- Since the Maxwell Creek Pump Station is considered an eligible project under the ARP, staff recommends moving project funding to ARP, freeing the original Utility Funds dedicated to the project for other projects

Next Steps

- Staff recommends approving an allocation of ARP funds for the Maxwell Creek Pump Station
- Staff will return with additional funding requests in the future as additional projects are identified

Agenda Item Details

Meeting	Aug 15, 2022 - City Council Meeting
Category	E. Regular Agenda Items
Subject	4. Consider authorizing the City Manager to execute and award the bid for the construction of the Maxwell Creek Pump Station Improvements Project (W-14-01) to Red River Construction Company in an amount not to exceed Five Million, One Hundred One Thousand, Seven Hundred and No/Dollars ($5,101,700.00).
Access	Public
Type	Action, Discussion
Preferred Date	Aug 15, 2022
Absolute Date	Aug 15, 2022
Fiscal Impact	Yes
Dollar Amount	5,101,700.00
Budgeted	Yes
Budget Source	Utility Fund and The American Rescue Plan Act of 2021 (ARPA) (was originally budgeted in the Utility Fund)
Recommended Action	Authorize the City Manager to execute and award the bid for the construction of the W-14-01, Maxwell Creek Pump Station Improvements Project to Red River Construction Company in an amount not to exceed Five Million, One Hundred One Thousand, Seven Hundred and No/Dollars ($5,101,700.00).
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

The existing pump station was installed in the 1980s and has had several expansions during that time. Approximately 30% of the city's water is produced from this pump station and storage facility. This is the second point of service from North Texas Municipal Water District (NTMWD). NTMWD has facilities and a meter station located within the Maxwell Creek Pump Station facility.

The pumps are requiring extended and repeated maintenance. Several pumps have failed and required new and rebuilt motors to be installed. Along with pump failures, the electrical components are beginning to corrode and deteriorate. Pumps are currently enclosed in compact, metal buildings that offer limited protection from the elements and are subject to extreme heat and cold weather.

Hazen-Sawyer has prepared and designed plans and specifications for a new water pumping station including upgraded equipment, pumps, communications, and a new pump house/facility to serve the current and future expansion needs of the city.

OVERVIEW

Sealed bids were requested by the City of Sachse for the Maxwell Creek Pump Station Improvements Project, W-14-01 on July 14, 2022, at 2:00 p.m. The project was advertised in the Sachse News, and eight (8) bids were received.

The apparent low bid was submitted by Red River Construction Company. Based on the evaluation of their bid and references, Red River Construction Company is considered capable of performing the proposed work in the contract documents. Therefore, based on review of the bids, staff recommends Red River Construction Company be awarded a contract in the amount not to exceed Five Million, One Hundred One Thousand, Seven Hundred and No/Dollars ($5,101,700.00) for the Maxwell Creek Pump Station Improvements Project, W-14-01.

Project design was budgeted in the FY 21-22 budget and construction was anticipated to take place in FY 22-23, funded by the Utility Fund. However, the American Rescue Plan Act of 2021 (ARPA) has allocated funding for infrastructure and utility improvements and this project is eligible for ARPA funds. Staff is recommending this project be funded by ARPA with project acceleration to the current fiscal year.

Staff will return to Council before the end of the fiscal year to request any required fund level budget amendments to return the funds back to the Utility Fund that were budgeted for this project. Staff will work to identify alternate projects to be completed with the original funds designated toward this project.

POLICY CONSIDERATIONS

Funds were originally identified to be used from the Utility Fund in FY 22-23, however, this project is eligible to use American Rescue Plan Act of 2021 (ARPA) funds. Staff is recommending this project be funded by ARPA.

RECOMMENDATION

Authorize the City Manager to execute and award the bid for the construction of the W-14-01, Maxwell Creek Pump Station Improvements Project to Red River Construction Company in an amount not to exceed Five Million, One Hundred One Thousand, Seven Hundred and No/Dollars ($5,101,700.00).

Presentation_Maxwell Creek Pump Station Contract.pdf (386 KB)

Hazen_W-14-01 Award Recommendation.pdf (315 KB)

Maxwell Creek Pump Station Construction Contract Award

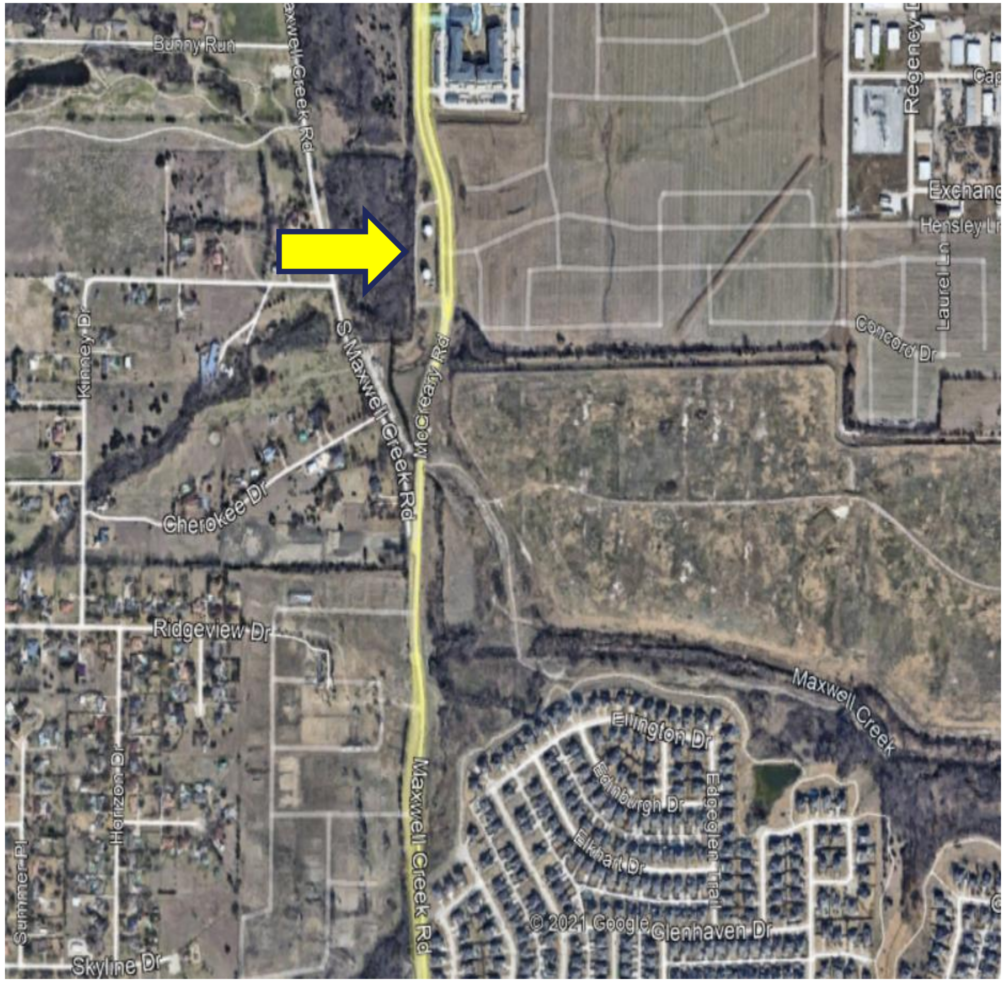
City Council

August 15, 2022

Overview

- Project Location
- Pump Station Rendering
- Background
- Financial Discussion
- Staff Recommendation

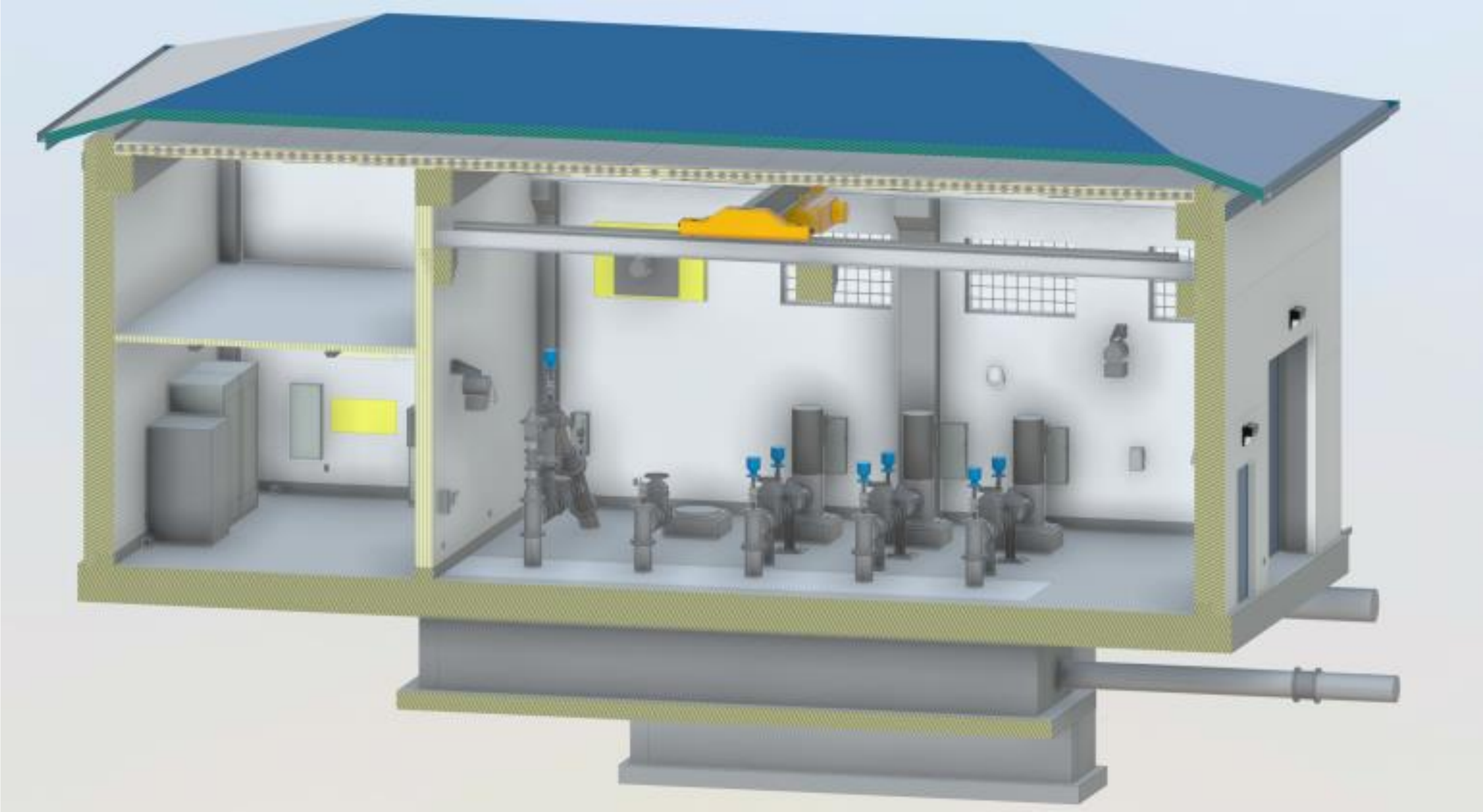
Project Location



The City of SACHSE

Pump Station Rendering

Pump Station Rendering



Background

- The existing pump station was installed in the 1980s and has had several expansions during that time. Approximately 30% of the city's water is produced from this pump station and storage facility.
- The pumps are requiring extended and repeated maintenance. Several pumps have failed and required new and rebuilt motors to be installed. Along with pump failures, the electrical components are beginning to corrode and deteriorate. Pumps are currently enclosed in compact, metal buildings that offer limited protection from the elements and are subject to extreme heat and cold weather.

The City of SACHSE

Background

- Sealed bids were requested by the City of Sachse for the Maxwell Creek Pump Station Improvements Project, W-14-01 on July 14, 2022, at 2:00 p.m.
- The project was advertised in the Sachse News and on-line via Civcast; eight (8) bids were received.
- The apparent low bid was submitted by Red River Construction Company. Based on the evaluation of their bid references, Red River Construction Company is considered capable of performing the proposed work in the contract documents.

The City of
SACHSE

Financial Discussion

- Project design was budgeted in the FY 21-22 budget and construction was anticipated to take place in FY 22-23, funded by the Utility Fund. However, the American Rescue Plan Act of 2021 (ARPA) has allocated funding for infrastructure and utility improvements and this project is eligible for ARPA funds.
- Staff is recommending this project be funded by ARPA with project acceleration to the current fiscal year.
- Staff will return to Council before the end of the fiscal year to request any required fund level budget amendments to return the funds back to the Utility Fund that were budgeted for this project.

The City of SACHSE

Staff Recommendation

- Staff recommends approving a contract with Red River Construction Company in the amount not to exceed Five Million, One Hundred One Thousand, Seven Hundred and No/Dollars ($5,101,700.00) for the Maxwell Creek Pump Station Improvements Project, W-14-01 and authorizing the City Manager to execute such agreement.

The City of SACHSE