

AGENDA



City Council Meeting

Tuesday, September 7, 2021 @ 6:30 PM

**Anna ISD Boardroom
201 E. 7th Street, Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on September 7, 2021, at the Anna ISD Boardroom, located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

Welcome to the City Council meeting. Please sign the Sign-In Sheet as a record of attendance. If you wish to speak on an Open Session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

1. Call to Order, Roll Call and Establishment of Quorum.

2. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the City Council regarding an item that is not on this meeting agenda. Each person will be allowed up to 3 minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. Consent Items.

These items consist of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

- a. Approve a Resolution adopting an Interlocal Agreement for the collection of special assessments in the Sherley Tract Public Improvement District Improvement Area No.1. (Director of Economic Development Joey Grisham)
- b. Approve a Resolution adopting an Interlocal Agreement for the collection of special assessments in the Sherley Tract Public Improvement District Major Improvement Area. (Director of Economic Development Joey Grisham)

5. Items For Individual Consideration.

- a. Conduct a Public Hearing on the Proposed FY2022 Budget. (City Manager Jim Proce)
- b. Conduct a Public Hearing on the Proposed FY2022 Tax Rate. (City Manager Jim Proce)

6. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on Friday, September 3, 2021.

Carrie L. Land, City Secretary

1. The Council may vote and/or act upon each of the items listed in this agenda.
2. The Council reserves the right to retire into executive session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meeting Act.
3. Persons with a disability who want to attend this meeting who may need assistance should contact the City Secretary at 972 924-3325 two working days prior to the meeting so that appropriate arrangements can be made.



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 9/7/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Approve a Resolution adopting an Interlocal Agreement for the collection of special assessments in the Sherley Tract Public Improvement District Improvement Area No.1. (Director of Economic Development Joey Grisham)

SUMMARY:

This Interlocal Agreement allows for the Collin County Tax Assessor/Collector to collect PID assessments for the Sherley Tract Public Improvement District Improvement Area No. 1.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Resolution--Sherley Tract PID Improvement Area No.1
2. Sherley Tract PID Improvement Area No. 1

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 9/3/2021
Final Approval - 9/3/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE COLLIN COUNTY TAX ASSESSOR-COLLECTOR, COLLIN COUNTY, AND THE CITY OF ANNA FOR THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA NO.1 COLLECTION SERVICES FOR THE CITY OF ANNA.

WHEREAS, the City of Anna determined that it was cost beneficial for the City to outsource the public improvement district assessment and collection operation of the City through the office of the Tax Assessor/Collector of Collin County; and

WHEREAS, the City Council of the City of Anna, Texas, determined that the contract for public improvement district collection services set forth in "Exhibit A" is a fair and reasonable agreement for public improvement collection services for the City.

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

Section 1.

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2.

The City Council of the City of Anna, Texas hereby approves the Interlocal Agreement, attached hereto as Exhibit A, incorporated herein for all purposes and authorizes the City Manager to execute same on its behalf.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 7th day of September 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

ASSESSMENT COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August, 2021 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and Sherley Tract Public Improvement District Improvement Area No. 1; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code and the Interlocal Cooperation Act, Texas Government Code Chapter 791 the parties agree as follows:

SECTION 1 DEFINITIONS

- 1.01 *Assessment Collection Services.* The term "Assessment Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of found clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 TERM

- 2.01 *Term.* The term of this Agreement shall commence on August 01, 2021 and shall continue in full force and effect until September 30, 2022. Thereafter,

this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties.

- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 SERVICES

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code, as amended. The county's delinquent tax attorney will represent the interests of the Assessment Entity.

- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee, equal to the costs of printing and mailing all statements. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year, or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 PAYMENTS

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Assessment Collection Services at a rate of Five Hundred Dollars

(\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement plus any late processing fees and other required services, as indicated in Section 3.02 and section 7, If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.

4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.

4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for assessment collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 REMITTANCE OF COLLECTION

The assessment collected by the County for the Assessment Entity shall be remitted to the Assessment Entity after the proper amount of payment, as set out in Section 4, and any taxpayer refunds have been withheld. Assessments collected shall be remitted to the Assessment Entity within seven (7) days from the date they are received by the County Tax Office.

SECTION 6 ADMINISTRATIVE PROVISIONS

6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.

- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Assessments.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement.

SECTION 7 CORRECTED BILLING SERVICES

In the event that the Assessment Entity's fixed rate assessment changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. A change

in the Assessment Entity's fixed rate assessment will result in a late processing fee, that may be in addition to any applicable late processing fee pursuant to Section 3.02, of Five Thousand Dollars (\$5,000.00), plus an additional per statement fee, equal to the costs of printing and mailing all statements. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 REFUNDS

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting only as the agent for the Assessment Entity in performing the services contemplated by this Agreement.

THE ASSESSMENT ENTITY SHALL HOLD THE COUNTY FREE AND HARMLESS

FROM ANY OBLIGATION, COSTS, CLAIMS, JUDGMENTS, ATTORNEYS' FEES, AND OTHER SUCH LIABILITIES ARISING FROM OR GROWING OUT OF THE SERVICES RENDERED TO THE ASSESSMENT ENTITY PURSUANT TO THE TERMS OF THIS AGREEMENT OR IN ANY WAY CONNECTED WITH THE RENDERING OF SAID SERVICES, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE COUNTY.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas. Exclusive venue for any action taken relative to this Agreement shall be in Collin County.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.
- 9.05 *Notices.*
- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
 - (b) All communications provided for in this Agreement shall be addressed as follows:
 - (ii) *if to the County, to:*
County Administrator
Bill Bilyeu
Collin County
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O. Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

City Manager
Jim Proce
City of Anna
111 N. Powell Parkway
PO Box 776
Anna, Texas, 75409

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.

9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.

9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.

- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURES ON FOLLOWING PAGE]

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Chris Hill

By: _____

Title: County Judge of Collin County

Date: _____

Sherley Tract Public Improvement District Improvement Area No. 1

Jim Proce

By: _____

Title: City Manager, City of Anna

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 9/7/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Approve a Resolution adopting an Interlocal Agreement for the collection of special assessments in the Sherley Tract Public Improvement District Major Improvement Area. (Director of Economic Development Joey Grisham)

SUMMARY:

This Interlocal Agreement allows the Collin County Tax Assessor/Collector to collect PID assessments for the Sherley Tract Public Improvement District Major Improvement Area.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Resolution--Sherley Tract PID Major Improvement Area
2. Sherley Tract PID Major Improvement Area

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 9/3/2021
Final Approval - 9/3/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE COLLIN COUNTY TAX ASSESSOR-COLLECTOR, COLLIN COUNTY, AND THE CITY OF ANNA FOR THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA COLLECTION SERVICES FOR THE CITY OF ANNA.

WHEREAS, the City of Anna determined that it was cost beneficial for the City to outsource the public improvement district assessment and collection operation of the City through the office of the Tax Assessor/Collector of Collin County; and

WHEREAS, the City Council of the City of Anna, Texas, determined that the contract for public improvement district collection services set forth in "Exhibit A" is a fair and reasonable agreement for public improvement collection services for the City.

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

Section 1.

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2.

The City Council of the City of Anna, Texas hereby approves the Interlocal Agreement, attached hereto as Exhibit A, incorporated herein for all purposes and authorizes the City Manager to execute same on its behalf.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 7th day of September 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

ASSESSMENT COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August, 2021 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and Sherley Tract Public Improvement District Major Improvement Area; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

1. The parties to this Agreement wish to consolidate the collection of the PID assessment into one agency, the Collin County Tax Assessor Collector.
2. The parties enter in this Agreement in order to eliminate the duplication of the system for collection of the PID assessment and to promote efficiency.
3. Therefore, under the authority of sections 6.23 and 6.24, Texas Property Tax Code and the Interlocal Cooperation Act, Texas Government Code Chapter 791 the parties agree as follows:

SECTION 1 DEFINITIONS

- 1.01 *Assessment Collection Services.* The term "Assessment Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of found clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.
- 1.02 *Current Assessments.* The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.
- 1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 TERM

- 2.01 *Term.* The term of this Agreement shall commence on August 01, 2021 and shall continue in full force and effect until September 30, 2022. Thereafter,

this Agreement shall automatically renew annually for an additional one (1) year term without the necessity of any action by the parties.

- 2.02 *Termination.* Either party may terminate this Agreement by giving ninety (90) Days written notice to the other party.

SECTION 3 SERVICES

- 3.01 *Services to be Performed.* The County agrees to provide assessment collection services to the Assessment Entity. The Assessment Entity agrees that all collections, assessments, penalties, interest, and attorney fees are to be in accordance with the Texas State Property Tax Code, as amended. The county's delinquent tax attorney will represent the interests of the Assessment Entity.

- 3.02 *Tax Bills.* By August 31st of each year the Assessment Entity shall provide the County with the Assessment Roll and a copy of the Resolution/Ordinance adopting the annual fixed rate assessment for that year. Failure to supply the Assessment Roll for any given year by said date, will result in a late processing fee of Five Thousand Dollars (\$5,000.00) plus an additional per statement fee, equal to the costs of printing and mailing all statements. The County agrees to prepare consolidated tax and assessment bills for each taxpayer. The tax bill shall include taxes and assessments owed to all taxing units to which the taxpayer owes taxes and assessments, except those units which have not been contracted with the County for tax collection services. The County will mail such tax and assessment bills to the property located within the Assessment Entity by October 1st of each year, or as soon thereafter as practicable.

The Assessment Roll should be in the format as required by the Tax Assessor Collector. It shall be delivered to the Tax Assessor Collector and the Property Tax Collection Supervisor via e-mail. The annual Assessment Roll is to be accompanied by the Governing Body's Resolution/Ordinance for the assessment.

SECTION 4 PAYMENTS

- 4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Assessment Collection Services at a rate of Five Hundred Dollars

(\$500.00) per year, and Three Dollars (\$3.00) per non-exempt parcel per year for parcels on the Assessment Entity's tax roll during the term of this Agreement plus any late processing fees and other required services, as indicated in Section 3.02 and section 7, If there is a fee from the property tax software provider for setting up the entity and loading the file in the first year of the contract, the fee would be paid by the Assessment Entity.

4.02 *Method of Payment.* The County shall withhold from the assessment collected under this Agreement the amount of money necessary to pay for assessment collection services at the rate indicated in Section 4.01 from the December collections. The Assessment Entity shall not be entitled to receive any assessments collected for a tax year until the County has withheld the total amount of compensation under Section 4.01 for that year.

4.03 *Proration of Payment.* If this Agreement is terminated during the original term or any annual term prior to the time that the County has withheld sufficient funds pursuant to Section 4.02 to aggregate the amount of payment set forth in Section 4.01, the County's compensation for assessment collection services for the original term or a renewed term shall equal the amount set forth in Section 4.01, if the tax statement, including the assessment for the year, has been printed.

SECTION 5 REMITTANCE OF COLLECTION

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SECTION 6 ADMINISTRATIVE PROVISIONS

6.01 *Records.* The Assessment Entity, or its representatives designated in writing, upon reasonable notice is authorized to examine the records to be kept by the County in the performance of this Agreement at mutually convenient times and intervals. Such books and records will be kept in the offices of the Collin County Tax Assessor Collector.

- 6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.
- 6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.
- 6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.
- 6.05 *Deposits of Assessments.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.
- 6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement.

SECTION 7 CORRECTED BILLING SERVICES

In the event that the Assessment Entity's fixed rate assessment changes after the County begins collections for the Assessment Entity in any given year, the County will continue to act for the Assessment Entity in providing refunds to taxpayers or sending corrected billings. A change

in the Assessment Entity's fixed rate assessment will result in a late processing fee, that may be in addition to any applicable late processing fee pursuant to Section 3.02, of Five Thousand Dollars (\$5,000.00), plus an additional per statement fee, equal to the costs of printing and mailing all statements. The Assessment Entity will provide to the County, a corrected Ordinance approving any changes to the fixed rate assessment or assessment roll.

SECTION 8 REFUNDS

Refunds to property owners authorized by the Assessment Entity will be made on the same check for all taxing units contracting for tax and assessment collection services. Circumstances on which refunds may be based include, but are not limited to; clerical errors, and overpayments. The amounts refunded by the County for the Assessment Entity shall be paid by the County from assessment collections on hand for the Assessment Entity after the County's compensation is withheld pursuant to Section 4 of this Agreement. If assessment collections for the Assessment Entity in the County's possession are insufficient to pay for a refund, the County shall notify the Assessment Entity of the deficiency, and the deficiency amount shall be paid by the Assessment Entity to the County within fourteen (14) days of notification of the amount due. The County shall not be obligated to pay a refund unless it has sufficient Assessment Entity assessment collections in its possession to pay the refund or the Assessment Entity has paid to the County sufficient funds to cover the deficiency. The Assessment Entity agrees that any payment(s) that it is required to make under this section shall be made out of the Assessment Entity's current revenues.

SECTION 9 MISCELLANEOUS PROVISIONS

- 9.01 *Liability.* To the extent allowed by law, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the Assessment Entity. The parties agree that the County shall be acting only as the agent for the Assessment Entity in performing the services contemplated by this Agreement.

THE ASSESSMENT ENTITY SHALL HOLD THE COUNTY FREE AND HARMLESS

FROM ANY OBLIGATION, COSTS, CLAIMS, JUDGMENTS, ATTORNEYS' FEES, AND OTHER SUCH LIABILITIES ARISING FROM OR GROWING OUT OF THE SERVICES RENDERED TO THE ASSESSMENT ENTITY PURSUANT TO THE TERMS OF THIS AGREEMENT OR IN ANY WAY CONNECTED WITH THE RENDERING OF SAID SERVICES, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE COUNTY.

- 9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas. Exclusive venue for any action taken relative to this Agreement shall be in Collin County.
- 9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.
- 9.05 *Notices.*
- (a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.
 - (b) All communications provided for in this Agreement shall be addressed as follows:
 - (ii) *if to the County, to:*
County Administrator
Bill Bilyeu
Collin County
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

With a correspondence copy to the Tax Assessor Collector, 2300 Bloomdale Road, Suite, 2366, P.O. Box 8006, McKinney, Texas 75070-8006.

(ii) *if to the Assessment Entity, to:*

City Manager
Jim Proce
City of Anna
111 N. Powell Parkway
PO Box 776
Anna, Texas, 75409

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 9.05.

- 9.06 *Parties Bound.* This Agreement may not be assigned and shall be binding upon the parties, their heirs, executors, legal representatives, and successors.
- 9.07 *Copies.* This Agreement is executed in multiple copies, any one of which, or a true copy thereof, shall have the same evidentiary value.
- 9.08 *Integration.* It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- 9.09 *Severability.* The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination to the other party.

- 9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.
- 9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.
- 9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURES ON FOLLOWING PAGE]

EXECUTED at McKinney, Texas on the day and year first written above.

COLLIN COUNTY, TEXAS

Judge Chris Hill

By: _____

Title: County Judge of Collin County

Date: _____

Sherley Tract Public Improvement District Major Improvement Area

Jim Proce

By: _____

Title: City Manager, City of Anna

Date: _____

COLLIN COUNTY, TEXAS

Kenneth L. Maun, Tax Assessor Collector

By: _____

Title: Tax Assessor Collector of Collin County

Date: _____



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 9/7/2021
Staff Contact: Terri Doby

AGENDA ITEM:

Conduct a Public Hearing on the Proposed FY2022 Budget. (City Manager Jim Proce)

SUMMARY:

The Annual Budget is one of the most important financial responsibilities of a local government, and preparation of the budget typically takes 6 months to complete. The Annual Budget is developed through an extensive process of reviewing requests received from various City departments, then prioritizing those requests in a manner that utilizes resources effectively, within fiscal constraints, while working to achieve the City's strategic goals. The proposed budget was presented by the City Manager to the City Council on August 10th and can be found on our website at www.annatexas.gov.

The proposed budget is funded by a property tax rate of \$0.569500, which is lower than the current (FY2021) tax rate. When compared with other cities in our area, the City of Anna continues to have one of the lowest per-capita property tax levies, while boasting the highest growth rates in the region, responsible growth management, development places for neighbors, with a highly professional staff.

According to the most recent population estimates, the City of Anna's population is approximately 17,460. Conservative estimates anticipate a steady increase of 7 to 10 percent annual growth over the next few years. As Anna continues to grow, the City remains committed to the vision and goals outlined in its Council approved and adopted Strategic Plan and Governance Guide, ensuring responsible and effective management of the City. The FY2022 budget is designed to preserve and enhance the quality of existing services and respond appropriately to our city's continuing growth and development.

Several highlights of the Budget include but are not limited to are:

- consistent responsible management of the tax rate, \$0.569500/\$100
- improved bond rating through sound fiscal forecasting and management resulting in overall debt savings of almost \$1 million between the reissuance of old debt and the new bond projects
- growth which consistently tracks over 20%, with commercial growth tracking almost 25%
- leveraging the debt rate to deliver elements of the FY2021 with no tax increase
- delivery and maintenance of the Strategic Plan
- comprehensive capital improvement planning through the Community Investment

Plan

- restructuring of the employee benefits plan resulting in a savings of \$80,000 to the City
- Implementation of a compensation plan providing competitive compensation for public safety and city employees with the compensation Council approved compensation philosophies
- Fortification of our cyber-security efforts
- review and update of the Utility's financial condition
- additional staffing to provide for Fire Department expansion, Fleet and Facilities Services, Public Works and Human Resources
- pursuit of the Texas Comptroller's Transparency Stars fifth star recognizing us as one of the elite organizations (only 200 of 2,500 have achieved 5-Star designation in the State of Texas)
- Approval to establish the Stormwater Program, which is targeted for January 2022 implementation
- and lots more, identified in the FY2022 document

The Council will vote to adopt the FY2022 budget on September 14, 2021.

FINANCIAL IMPACT:

Process to adopt the FY2022 Budget.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
The Budget addresses all of the elements of the Strategic Plan.

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

Goal 3: Anna – Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

This is a public hearing only. No City Council action is required at this time.

ATTACHMENTS:

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/3/2021
Final Approval - 9/3/2021



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 9/7/2021
Staff Contact: Terri Doby

AGENDA ITEM:

Conduct a Public Hearing on the Proposed FY2022 Tax Rate. (City Manager Jim Proce)

SUMMARY:

At the Tuesday, August 10th meeting, the City Council set the date, time and location of tonight's public hearing on the FY2022 proposed tax rate as required by the Texas Tax Code. The Notice of Public Hearing was published in the Anna Melissa Tribune on August 19, 2021.

After properties are appraised by the Collin County Appraisal District, the Collin County Tax Assessor-Collector calculates both the No-New-Revenue tax rate and the Voter-Approval tax rate for the City of Anna as the designated officer to complete the tax rate calculation forms created by the Texas Comptroller and to certify the calculations as accurate.

No-New-Revenue tax rate: The No-New-Revenue tax rate is a calculated rate that would provide the taxing unit with the same amount of maintenance and operations property taxes on existing property as the previous year after taking into account changes in appraised value. If property values rise, the No-New-Revenue tax rate will go down and vice versa. **The No-New Revenue tax rate for FY2022 is \$0.536868 per \$100.**

Voter-Approval tax rate: The Voter-Approval tax rate provides the taxing unit with the same amount of maintenance and operations property taxes on existing property as the previous year plus a 3.5 percent increase for those operations, in addition to sufficient funds to pay debts in the coming year. If a taxing unit adopts a tax rate higher than the Voter-Approval tax rate, a tax rate approval election must be held on the November uniform election date. **The Voter-Approval tax rate for FY2022 is \$0.563326 per \$100.**

De minimis rate: The De minimis rate is the rate equal to the sum of the taxing unit's current debt rate, the no-new-revenue maintenance and operations rate, and the rate that when applied to a taxing unit's current total value, will impose an amount of taxes equal to \$500,000. The de minimis rate is an option for small cities with a population of 30,000 or less. **The De Minimis rate for FY2022 is \$0.576627 per \$100.**

The proposed budget is supported by a tax rate of \$0.569500. Under the Texas Property Tax Reform and Transparency Act of 2019, a city that adopts a rate exceeding the lower of the No-New-Revenue tax rate or the Voter-Approval tax rate must hold one public hearing. The following table is a comparison between the proposed tax rate, last year's rate, the No-New-Revenue rate the De Minimis rate and Voter-Approval tax rate.

Proposed FY2022 Tax Rate	\$0.569500 per \$100
Preceding FY2021 Tax Rate	\$0.583000 per \$100
No-New-Revenue Tax Rate	\$0.536868 per \$100
Voter-Approval Tax Rate	\$0.563326 per \$100
De Minimis Tax Rate	\$0.576627 per \$100

The budget and tax rate are scheduled for adoption at the September 14th Council meeting. Since the proposed tax rate is higher than the No-New-Revenue rate, section 26.05 of the Texas Tax Code requires a minimum of 60% of the Council members to vote in favor of that rate. That would require at least 5 Council members to vote in favor of the proposed tax rate.

	FY2021	FY2022	Change
Total tax rate (per \$100 of value)	\$0.583000	\$0.569500	(0.013500)
Average homestead taxable value	\$230,000	\$246,777	\$16,777
Tax on average homestead	\$1,340.90	\$1,405.40	\$64.50
Total tax levy on all properties	\$8,570,566	\$10,101,269	\$1,530,703

The budget and tax rate are scheduled for adoption at the September 14th Council meeting.

FINANCIAL IMPACT:

Process to adopt the Tax Year 2021 (FY2022) property tax rate.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

This is a public hearing only. No action by the City Council is required at this time.

ATTACHMENTS:

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/2/2021
Final Approval - 9/2/2021