

**MINUTES OF**  
**CITY COUNCIL WORKSHOP**

**August 11, 2015**

**6:30 p.m. – Anna City Hall Administration Building**

The City Council of the City of Anna met in Workshop Session at 6:30 p.m., August 11, 2015 at the Anna City Hall Administration Building, located at 111 N. Powell Parkway (Hwy 5), regarding the following items:

**1. Call to Order.**

Mayor Mike Crist called the meeting to order at 6:30 pm.

**2. Roll Call and Establishment of Quorum.**

Mayor Mike Crist and Council Members Justin Burr, John Beazley, Nathan Bryan and Dick Dowd were present. Council Members Chad Barnes and Lauren Lovato were absent.

**3. Briefing/Discussion the FY 2015-2016 proposed Budget. (Clayton Fulton)**

Finance Director Clayton Fulton reviewed the proposed FY 2015-2016 budget and answered questions from Council.

**4. CLOSED SESSION (EXCEPTIONS): Under Tex. Gov't Code Chapter 551, the City Council may enter into closed session to discuss any items listed or referenced on this agenda under the following exceptions:**

- a. consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code **(Tex. Gov't Code §551.071)**;
- b. discuss or deliberate the purchase, exchange, lease, or value of real property **(Tex. Gov't Code §551.072)**; acquisition of right-of-way, easements, and land for municipal facilities;
- c. discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by

subdivision (1). (Tex. Gov't Code §551.087); discuss proposed mixed use development; update on economic development negotiations;

After the closed session exceptions were read into record, Council Member Bryan made a motion to enter closed session. Council Member Dowd seconded the motion. Council entered closed session at 6:55 pm.

Council Member Dowd made a motion to return to open session. Council Member Burr seconded the motion. Council returned to open session at 7:22 pm.

**5. Consider/Discuss/Action on any items listed on posted agenda for July 28, 2015 City of Anna City Council Regular Meeting or any Closed Session occurring during this Workshop, as necessary.**

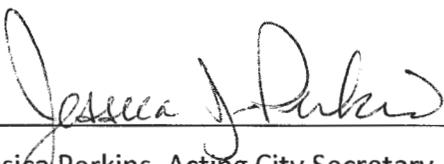
Council Member Bryan made a motion to take no action. Council Member Dowd seconded. Council took no action.

**6. Adjourn.**

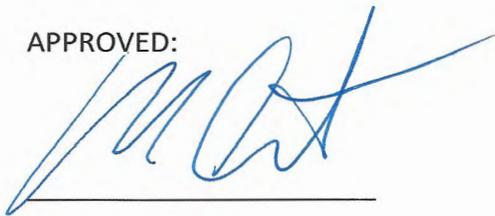
Council Member Bryan made the motion to adjourn at 7:23 pm. Council Member Beazley seconded the motion. Motion passed.

AYE 5                      NAY 0                      ABSTAIN 0

ATTEST:

  
\_\_\_\_\_  
Jessica Perkins, Acting City Secretary

APPROVED:

  
\_\_\_\_\_  
Mike Crist, Mayor



**MINUTES OF**  
**CITY COUNCIL REGULAR MEETING**

**August 11, 2015**

**7:30 p.m. – Anna City Hall Administration Building**

The City Council of the City of Anna met in Regular Session at 7:30 p.m., August 11, 2015, at the Anna City Hall Administration Building, located at 111 North Powell Parkway (Hwy 5), to consider the following items.

**1. Call to Order.**

Mayor Mike Crist called the meeting to order at 7:31 pm. Council Members Barnes and Lovato were absent.

**2. Invocation and Pledge of Allegiance.**

Mayor Mike Crist led the Invocation and Pledge of Allegiance.

**3. Citizen comments. *Citizens are allowed 3 minutes to speak. The Council is unable to respond to or discuss any issues that are brought up during this section that are not on the agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.***

None

**4. Receive reports from Staff or the City Council about items of community interest. *Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.***

No reports.

**5. 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 the City Council Minutes for July 28, 2015.
- b. Approve the City Council Minutes for July 28, 2015.
- c. Review P&Z Minutes from February 2, 2015; March 2, 2015; April 6, 2015; May 4, 2015; June 1, 2015; and July 6, 2015.
- d. Review EDC Minutes for May 7, 2015 and June 4, 2015.
- e. Review CDC Minutes for May 7, 2015 and June 4, 2015.
- f. Approve the Evans Development Plat. (Maurice Schwanke)
- g. Approve and Interlocal Agreement with Collin County for Environmental Services. (Maurice Schwanke)
- h. Review the Quarterly Investment Report. (Clayton Fulton)

Council Member Bryan made the motion to approve all items by consent. Council Member Burr seconded the motion. Motion passed.

AYE 5 NAY 0 ABSTAIN 0

- 6. Consider/Discuss/Action regarding a resolution approving a proposed maximum tax rate for 2015-2016 Fiscal Year, and setting the dates and times for public hearings on the tax rate. (Clayton Fulton)**

Mr. Clayton Fulton presented the item and answered questions from the Council. Council Member Beazley made the motion to approve the resolution. Council Member Bryan seconded the motion. Motion passed.

AYE 5 NAY 0 ABSTAIN 0

- 7. Consider/Discuss/Action regarding an ordinance amending the 2014-2015 Fiscal Year Budget. (Clayton Fulton)**

Mr. Clayton Fulton presented the item and answered questions from the Council. Council Member Bryan made the motion to approve the resolution. Council Member Burr seconded the motion. Motion passed.

AYE 5 NAY 0 ABSTAIN 0

- 8. Consider/Discuss/Action regarding approval of an Interlocal Agreement with Anna ISD for a School Resource Officer program. (Chief Jenks)**

Police Chief, Kenny Jenks, presented the item and answered questions from the Council. Council Member Burr made the motion to approve the resolution. Council Member Beazley seconded the motion. Motion passed.

AYE 5 NAY 0 ABSTAIN 0

**9. CLOSED SESSION (EXCEPTIONS):** Under Tex. Gov't Code Chapter 551, the City Council may enter into closed session to discuss any items listed or referenced on this agenda under the following exceptions:

- a. discuss or deliberate personnel matters (Tex. Gov't Code §551.074) City Secretary;
- b. discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072); acquisition of right-of-way, easements, and land for municipal facilities;
- c. discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087); update on economic development negotiations.

The Council further reserves the right to enter into executive session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

Council skipped this item; not needed.

**10. Consider/Discuss/Action on any items listed on posted agenda for July 28, 2015 Workshop Session or any closed session occurring during this Regular Meeting, as necessary.**

Council Member Bryan made the motion to take no action. Council Member Dowd seconded the motion passed.

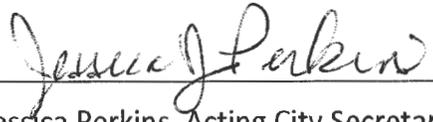
AYE        5                                NAY    0                                ABSTAIN        0

**11. Adjourn.**

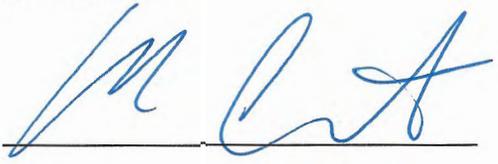
Council Member Bryan made the motion to adjourn at 7:42 pm. Council Member Beazley seconded the motion passed.

AYE    5                                NAY    0                                ABSTAIN        0

ATTEST:

  
\_\_\_\_\_  
Jessica Perkins, Acting City Secretary

APPROVED:

  
\_\_\_\_\_  
Mike Crist, Mayor



**INTERLOCAL COOPERATION AGREEMENT  
FOR LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement"), is made and entered into by the City of Anna, Texas, a municipal corporation, (the "City") and the Anna Independent School District (the "AISD").

WHEREAS, AISD is desirous of providing its students and staff with full-time law enforcement protection and services; and

WHEREAS, the City is desirous of furnishing full-time School Resource Officer (SRO) services to AISD; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide high level law enforcement protection and SRO services in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

WHEREAS, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act."

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:**

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.**

This Agreement shall be for a term of three years, commencing on August 1, 2015, and ending on August 2, 2018 . The City agrees to prepare and have submitted to AISD its proposal for each renewal year not later than July 1<sup>st</sup> of the then current year. Notwithstanding anything herein to the contrary, however, this Agreement may be terminated pursuant to the provisions of Section 6.

Section 3. **Scope of Services.**

The City hereby agrees to provide AISD with the services of an SRO (or 2 SRO's if grant funding for FY2016-FY2019 is approved by the Governor's Office).

- a. Services performed by an SRO include providing routine campus patrols, crime prevention/awareness, criminal investigations, classroom instruction, and enforcement of the laws of the State of Texas in such a manner as to provide adequate law enforcement while regular day-time school classes are in session and during the SRO's normal (non-overtime) working hours (collectively, "SRO Services"). An SRO's normal working hours under this Agreement shall not exceed 40 hours per week. It is specifically understood that City police officers acting in the role of an SRO are responsible for enforcing the laws of the State of Texas and the City of Anna. An SRO will not enforce AISD's student code of conduct, dress code, rules of attendance, etc. It is further understood that:

- (i) An SRO assigned to the AISD may be temporarily required to respond to emergency calls inside or very near to the City, just as any Police Officer would be expected to respond to unexpected situations requiring law enforcement action or presence; and
  - (ii) From time to time, a City police officer other than an assigned SRO may be provided by the City to function under this Agreement in place of an SRO.
- b. It is recognized that AISD may from time to time make requests for the services of an SRO or other City police personnel for events outside of the SRO's normal (non-overtime) working hours and beyond the SROs' normal duties under this Agreement, including without limitation: sporting events, educational events, and extracurricular events or activities (collectively, "Special Events"). However, such services are beyond the scope of this Agreement. Any extracurricular activities in which AISD wishes an SRO or other City police personnel should be handled through AISD finance with the SRO or other City police personnel being compensated under IRS rules as contract labor. Any other Special Event Services needed by AISD should be handled under a separate agreement or a City Special Event Permit. Further, any City Police Officer or City Employee needed for Special Events will be subject to the "off duty employment" policy of the Anna Police Department and the City's Personnel Policy;
  - c. Additional services to be supplied by City under this Agreement include:
    - 1. provision of all services necessary for the recruitment, screening, employment, and training of all personnel required to provide the SRO services;
    - 2. provision of all general and personal liability coverage of City personnel providing said SRO Services to AISD at the same level of protection afforded officers and employees while performing the same or similar duties in the City;
    - 3. performance of all crime reporting and maintaining the City's standard law enforcement activity reports/statistics generated by the SRO. The City will provide AISD data gathered from the program in accordance with this Agreement as requested; and
    - 4. provision for providing an SRO with a police vehicle and the fuel necessary to fulfill their assigned duties.
  - d. The Chief of Police for the City's Police Department or his designee will be responsible for planning, organizing, assigning, directing and supervising the City's personnel under this Agreement. The rendition of SRO Services, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be determined, directed and performed by the City's Police Department.
  - e. The City will give prompt consideration to all requests regarding SRO Services from AISD provided, however, that such requests are made with knowledge and approval of AISD's command staff. The City will make every reasonable effort to comply with such requests as long as they are consistent with the law, City regulations, and this Agreement.

**Section 4. AISD's Obligations.** AISD agrees to perform the following:

- a. Upon being invoiced quarterly as computed from the starting date, reimburse the City 100% of one (1) School Resource Officer's annual base salary and employee benefits for the entire term of this Agreement. Currently the quarterly amount is \$15,880 (or \$63,520 per year). AISD acknowledges that the City may from time to time adjust the SRO's base salary and employee benefits, and that the reimbursement to the City required by AISD under this Agreement shall correspond with any adjustment to the SRO's base salary and employee benefits made by the City. Further, the AISD will reimburse the City for one-half of the costs of the outfitting of one (1) police officer (uniforms and all

equipment). One-half of said costs is estimated at \$4,200 and is payable upon AISD being invoiced by the City. The City shall have full ownership of said uniforms and equipment.

- b. AISD shall make any and all payments of any kind that may be due or become due under this Agreement from current available revenues in the form of an AISD check made payable to the “City of Anna” and sent or delivered to the City.
- c. AISD shall provide each SRO with a lockable office inside of the school, a computer with secure internet and printer access, a lockable file cabinet, a desk with drawers, an office chair, and office supplies.
- d. AISD shall allow an SRO access to inspect and copy any public records maintained by the school to the extent allowed by law.
- e. AISD shall allow an SRO access to all current and former student records to the extent allowed by law.

**Section 5. Revenues Retained.**

The City of Anna shall retain any revenues, fines, and forfeitures that may be generated by the performance of SRO Services within the boundaries of AISD area campuses.

**Section 6. Termination**

- a. Either party giving 90 days written notice to the other party may terminate this Agreement at any time. In the event of a termination at the request of AISD, the City will be compensated for 100% of one of the assigned SRO’s salary and benefits for the remainder of the original agreement period, ending on August 2, 2018. If termination is at the request of the City, no reimbursements need be made except for those incurred through the last date of the SRO’s presence on campus.
- b. If AISD fails to make the payments required by Section (4)(a) when due or fails to make any other payment due under the terms of this Agreement to the City within 30 days after the date of invoice, the City, at its discretion, may suspend all services until payment is received or may terminate this Agreement by giving proper notice. AISD will not be entitled to a reduction in the amounts due under Section (4)(a) for any period during which service is suspended for non-payment.
- c. AISD’s only recourse for the City’s failure to supply the SRO as agreed will be the right to make a proportionate reduction in the payment to be paid based on the hours of time that the SRO or an appropriate substitute was not made available for periods other than required training, required emergency absences, to provide SRO Services or to terminate this Agreement by giving proper notice, except that this subsection shall not apply to periods of time during which SRO Services are temporarily unavailable because the SRO is required to respond to an emergency call or provide services outside of the AISD or outside AISD campuses to respond to unexpected situations requiring law enforcement action or presence.
- d. Upon termination, any vehicles, equipment or other items of personal property purchased by the City will remain the property of the City and will be relinquished to the City upon the City’s request.

**Section 7. Notices.**

- a. Any written notices needing to be sent under this Agreement shall be sent to the parties by certified mail-return receipt requested at the addresses below:

**The City**  
City Manager  
City of Anna  
PO Box 776  
Anna, TX 75409

**AISD**  
Superintendent  
Anna Independent School District  
501 S Sherley  
Anna, TX 75409

Section 8. At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police and his/her duly authorized representative, subject to the authority of the City Manager.

Section 9. Both parties mutually agree that (i) that the City shall have exclusive control of the performance of services hereunder, and (ii) that employees of the City in no way are to be considered employees of AISD. This Agreement confers no rights on any person not a party to this Agreement.

Section 10. **Indemnification.** AISD agrees to hold harmless, save and indemnify the City for any and all claims for damages, personal injury and/or death that may be asserted against the City arising from AISD's negligence or its performance hereunder, save and except for intentional acts or acts of gross negligence by the City. The City agrees to hold harmless, save and indemnify AISD for any and all claims for damages, personal injury and/or death that may be asserted against AISD arising from the City's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by AISD. The foregoing notwithstanding, the parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act, the Texas Constitution, and common law.

The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

Section 11. **Waiver of Breach.** No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

Section 12. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the parties, provided that any such modification, change, and/or alteration be reduced to writing and approved by the governing bodies of the City and AISD.

Section 13. This Agreement contains the entire agreement and understanding between the parties, is contractual and not mere recital, and shall be binding upon and inure to the benefit of the parties. This Agreement renders any inconsistent prior agreements and understandings, written or oral, regarding the subject matter of this Agreement between the parties void.

IN WITNESS WHEREOF, we have hereunto set our hands this the 11<sup>th</sup> day of August, 2015, in duplicate originals.

CITY OF ANNA, TEXAS

Mayor

ANNA INDEPENDENT SCHOOL DISTRICT

Superintendent

ATTEST:

Acting City Secretary

ATTEST:

Secretary

**EXHIBIT A**

**Fund 10**

Dept	Request	Account Object	FY 15 Adopted Budget	Proposed Increase	Proposed FY 15 Amended Budget
Admin	Sales Tax	10-400-5225	\$ 630,000	\$ 70,000	\$ 700,000
Admin	Franchise Fees	10-400-5206	\$ 365,000	\$ 75,000	\$ 440,000
Fire	Gain on Sale of Assets	10-543-5491	\$ -	\$ 65,000	\$ 65,000
Streets	Misc. Revenue	10-580-5499	\$ -	\$ 10,000	\$ 10,000
			<b>Total Revenue Increase</b>	<b>\$ 220,000</b>	
Police	Vehicles	10-550-6910	\$ -	\$ 65,000	\$ 65,000
Police	Machinery & Equipment	10-550-6911	\$ 11,512	\$ 20,306	\$ 31,818
Streets	Vehicles	10-550-6910	\$ -	\$ 35,700	\$ 35,700
Planning	Buildings & Improvements	10-420-6921	\$ -	\$ 4,540	\$ 4,540
Streets	Buildings & Improvements	10-580-6921	\$ -	\$ 4,540	\$ 4,540
Fire	Transfer Out	10-580-9813	\$ -	\$ 60,450	\$ 60,450
			<b>Total Expenditure Increase</b>	<b>\$ 190,536</b>	
			<b>Balance</b>	<b>\$ 29,464</b>	

**Fund 74**

Dept	Request	Account Object	FY 15 Adopted Budget	Proposed Increase	Proposed FY 15 Amended Budget
Fire Trust	Transfer In	74-754-5802	\$ -	\$ 60,450	\$ 60,450
			<b>Total Revenue Increase</b>	<b>\$ 60,450</b>	
Fire Trust	Machinery & Equipment	74-754-6911	\$ -	\$ 3,000	\$ 3,000
			<b>Total Expenditure Increase</b>	<b>\$ 3,000</b>	
			<b>Balance</b>	<b>\$ 57,450</b>	