

CITY OF BASTROP

RESOLUTION NO. R-2023 - 177

DESCRIPTION

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,
APPROVING AN INTERLOCAL AGREEMENT
AUTHORIZING AN AD VALOREM TAX ASSESSMENT &
COLLECTION CONTRACT BETWEEN BASTROP
COUNTY AND THE CITY OF BASTROP.**

WHEREAS, the City Council of the City of Bastrop (Council), acting by and through its Commissioners Court (County), has agreed to provide tax assessing and collecting services for the City of Bastrop; and

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, pursuant to Section 6.22(c) of the Texas Property Tax Code, as amended, the City Council may require the County to assess and collect the taxes the City imposes on property in the County in the same manner in which the County assess and collects its taxes; and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity; and

WHEREAS, Section 11.03.001 of the City's Code of Ordinances provides for the participation of the City in the county appraisal district; and

WHEREAS, the Council and the County find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the City represents fair compensation and complies with Property Tax Code Section 6.24 and Government Code Section 79.011.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:

Section 1: The City Council authorizes the execution of the Interlocal Agreement (attached and incorporated herein as Exhibit "A") to authorize the County to act as its tax assessor and collector.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby

repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

Section 4: This Resolution shall take effect immediately upon its passage.


DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 12th day of December 2023.

APPROVED:



Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

AD VALOREM TAX ASSESSMENT & COLLECTION CONTRACT

BETWEEN

BASTROP COUNTY

AND

City of Bastrop

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, the County of Bastrop, acting by and through its Commissioner's Court, hereinafter referred to as the "County", has agreed to provide tax assessing and collecting services for the City of Bastrop, hereinafter referred to as the "City"; and

WHEREAS, the City, acting by and through its governing body, having authorized the [entity's designee] to execute this contract, has agreed to authorize the County to provide tax assessing and collecting services for it in the form and manner most efficient and economical to it and its taxpayers; and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity;

WHEREAS, the County and the City find and agree that the services provided for herein are in the best interest of both parties and that the amount of compensation agreed to herein for the County to provide tax collection services for the City represents fair compensation and complies with Property Tax Code Section 6.24 and Government Code Section 791.011.

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the City as follows:

1. Appointment. Under the provisions of Chapter 791, Texas Government Code and Section 6.24(a)(4) of the Texas Property Tax Code, the County, through its duly elected Tax Assessor-Collector, shall serve as the Jurisdiction's tax assessor-collector for ad valorem tax purposes. The County agrees to perform for the City all acts necessary and proper for the assessment and collection of the Jurisdiction's taxes, and the City expressly authorizes the County, through its duly elected Tax Assessor-Collector, to do and perform all acts necessary and proper to assess and collect taxes for it. Taxes will include any and all value-based assessments collected by the City.

2. Obligations of the Parties.

(a) County Obligations: The County agrees to:

1. prepare and mail all tax statements,
2. provide monthly collection reports to the City,

3. prepare tax certificates, develop, and maintain both current and delinquent tax rolls,
4. comply with all applicable laws, including the requirements of Sections 26.04, 31.10, and 31.11 of the Texas Property Tax Code, and
5. develop and maintain such other records and forms as are necessary or required by applicable law or rules and regulations.
6. The County will develop and maintain written policies and procedures of its operations, make available to the City full information about the operation of the county tax office, and promptly furnish written reports reasonably necessary to keep the City fully informed of all financial information affecting it.

(b) City Obligations: The City agrees to:

1. promptly deliver to the possession and control of the County all records that its tax office has accumulated and developed in the assessment and collection of taxes, and
2. cooperate in furnishing or locating any other information and records needed by the County to perform its duties. All information and records will be delivered to the County by September 1 of the tax year, or as soon as thereafter is practical.

The City further agrees that it is authorized to enter into this agreement and has taken all the required prerequisites steps to enter into this agreement as required by Property Tax Code Chapter 6 and any other relevant law.

3. Records Calculations.

(a) The County, at the Jurisdiction's request, will timely calculate and furnish to the City information regarding the (1) effective tax rate (2) rollback tax rate, and (3) notice and hearing rate within statutory guidelines. The City will publish all required notices at the Jurisdiction's expense.

(b) The County, at the Jurisdiction's request, will timely assist the City in calculating proposed tax levies based on the (1) effective tax rate (2) rollback tax rate, and (3) notice and hearing rate.

(c) If the City fails to adopt its tax rate by the later of September 30 of the tax year, or within sixty (60) days after the City receives their certified tax roll, this contract becomes void at the County's option. If the Jurisdiction's adopted tax rate is rolled back, the costs for additional publication and notices will be the responsibility of the City and any additional assessing costs incurred by the County for any late and separate tax bill processing or issuance of corrected bills associated therewith will be strictly accounted for by the County and will be payable by the City upon submission of that accounting by the County.

4. Delinquent Taxes. Pursuant to Section 6.24 and 6.30 of the Texas Property Tax Code, the City authorizes the County to designate and select a delinquent tax attorney to enforce the collection of delinquent taxes for the City. Also, in accordance with the Texas Property Tax Code Sec. 6.30, the City agrees that the delinquent tax attorney fees may not exceed twenty percent (20%) of the total amount of taxes, penalties, and interest due the City, as may be provided for in the contract with private legal counsel. The attorney fees will be paid out of the delinquent taxes, penalties, and interest collected by such counsel for the City. An annual review of the services provided by the delinquent tax attorney will be performed by the County. The City reserves the right to participate in the selection process for a delinquent tax attorney.

5. Compensation. For each tax year, the City will pay to the County for assessment and collection services an amount per parcel of taxable property, or account, including accounts on personal property, taxable by the City. The number of accounts taxable by the City will be determined as of the certification of the Jurisdiction's appraisal roll for the year for which payment is due.

(a) The City agrees to pay the County per parcel of property, referred to as the parcel rate, for every parcel for which taxes are assessed during the term of this contract. The number of parcels will be based on the certified tax roll each year. For the term of this contract, the per parcel rate will be calculated by the County Auditor using current year financial data to identify additional costs incurred, referred to as actual costs outlined in the Commissioner's Court Determination of Cost Summary, attached here to, and incorporated herein for all purposes. The County Auditor shall calculate and invoice the City annually, based on the methodology approved by the Commissioner's Court. A copy of the current calculation will accompany each invoice. The City shall remit payment to the County for tax calculations and collections on an annual basis by [date] of each calendar year.

(b) The County shall diligently collect all taxes assessed and levied by the City and shall promptly remit such taxes collected on behalf of the City.

6. Audits. The County will allow the City to audit its tax records at any time. The expense of such audit will be paid by the City. In the event of such an audit, the City will furnish a copy of the audit to the County. The County will conduct its own internal audits and "outside" audits by private accounting firms as part of the County's tax collecting function on a regular basis and will provide copies of those audits to the City. The County's audit will extend only to the Jurisdiction's tax collecting function and will not involve any other aspects of the Jurisdiction's business or financial affairs.

7. Surety Bond. The County will obtain a surety bond for the County Tax Assessor-Collector to assure proper performance of the collecting function provided in the contract, as required by Property Tax Code Section 6.28. Such bond will be executed by a solvent surety company authorized to do business in the State of Texas.

8. Deposits. The County will deposit taxes collected under this contract into such depository as is selected by the City. Such deposits will be made every day on which both the County's tax office and the Jurisdiction's depository are open for business.

9. Internet Access. The County agrees to furnish Internet access to all collection information.

10. Term: Termination. The term of this contract is for one year. This contract shall be in effect from the date of full execution and shall automatically renew from year to year unless terminated by either party. Either the City or the County may cancel this contract by giving a one-year written notice. In the event of such termination, the City agrees to pay promptly any balances still due under this contract, and the County agrees to return promptly all records to the City. The City agrees to pay all reasonable costs for the reproduction of such records.

11. Return of Records. If this contract terminates for any reason, all records received by the County will be returned to the City.

12. Assessment Changes. The County and the City acknowledge that the Bastrop Central Appraisal District sets the values on all properties, and that such values will be provided to the County for tax assessment. After all the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Bastrop Central Appraisal District or judicial determination.

13. Timely Payment Determination. In the event there is an unavoidable circumstance and the constituent's payment is deemed late, the City will agree to accept the conditions in which the Bastrop County Commissioner's Court finds admissible in accordance with Property Tax Code Section 33.011(j).

14. Entire Agreement. This contract supersedes any and all agreements and contracts by and between the City and the County relative to collection of taxes.

IN WITNESS WHEREOF, these presents are executed by authority of the governing bodies of the respective parties hereto.

APPROVED AND EXECUTED ON THIS THE _____ DAY OF _____, 2023 by the Bastrop County Commissioners Court.

ATTEST:

COUNTY OF BASTROP:

County Clerk
Krista Bartsch

By: _____
Gregory Klaus, County Judge

By: _____
Melvin Hamner, County Commissioner, Pct.

By: _____
Clara Beckett, County Commissioner, Pct. 2

By: _____
Mark Meuth, County Commissioner, Pct. 3

By: _____
David Glass, County Commissioner, Pct. 4

APPROVED AND EXECUTED ON THIS THE _____ DAY OF _____, 2023 by the City of Bastrop.

BY: _____
[Entities Designee]
City of Bastrop

ATTEST:

[Designated Attestant]
[Attestant's title]