

AGENDA



City Council Meeting

Tuesday, August 9, 2022 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on August 9, 2022, at the Anna ISD Board Room, located at 201 East 7th Street, 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 three (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. Reports

- a. Proclamation recognizing Ethen Hansen (Mayor Pike)
- b. Update on the City of Anna Municipal Complex with Lee Lewis Construction. (Director of Public Works Greg Peters, P.E.)

5. Work Session.

- a. Zoning Discussion - Northwest corner of Rosamond Parkway and State Highway 5. (Director of Development Services Ross Altobelli)
- b. Zoning Discussion - Northeast corner of S Central Expressway and Collin County Outer Loop. (Director of Development Services Ross Altobelli)
- c. Zoning Discussion - East and West sides of S Throckmorton Blvd, south of W. White Street. (Director of Development Services Ross Altobelli)

6. 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 the July 26 meeting. (City Secretary Carrie Land)
- b. Review Minutes from the April 5, 2022, May 3, 2022, and June 21, 2022 Diversity and Inclusion Advisory Commission Meetings. (Assistant to the City Manager Kimberly Winarski)
- c. Review Minutes of the July 7, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)
- d. Review the Minutes from the May 16th, 2022 and June 20th, 2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand).
- e. Acting as the Anna Public Facility Corporation Board of Directors, engage and enter into an Agreement for financial and accounting services with Brown, Graham & Company P.C. (Director of Economic Development Joey Grisham)
- f. Approve a Resolution regarding the Anna Town Square, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)
- g. Approve a Resolution regarding the DHI Anna, Block A, Lots 1-3, Final Plat. (Director of Development Services Ross Altobelli)
- h. Approve a Resolution regarding the DHI Anna, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)
- i. Approve a Resolution regarding the Henbest Addition, Block A, Lots 1 & 2, Replat. (Director of Development Services Ross Altobelli)
- j. Approve an Ordinance amending Sec. A2.002 (Residential construction permit fees) within Appendix A (Fee Schedule) of the City of Anna Code of Ordinances. (Director of Development Services Ross Altobelli)
- k. Approve an Ordinance amending Article A2.000. Building Related Fees, Sec. A2.004 Miscellaneous permit fees and Sec. A2.008 Annual rental registration within Appendix A (Fee Schedule) of the City of Anna Code of Ordinances.
- l. Approve a Resolution approving an Interlocal Cooperation Agreement with Collin County for participation in the Downtown Anna Tax Reinvestment Zone Number Six. (Asst. Director of Economic Development Taylor Lough)
- m. Approve an Ordinance establishing school zones for Sherley Elementary. (Director of Public Works Greg Peters, P.E.)
- n. Approve a Resolution rejecting all bids for the Sherley Heritage Park Train Display Improvements. (Director of Public Works Greg Peters, P.E.)
- o. Approve a Resolution declaring items as surplus inventory for disposition. (City Manager Jim Proce)

7. Items For Individual Consideration.

- a. Conduct a Public Hearing and Consider/Discuss/Action of an Ordinance adopting water and sanitary sewer utility rates for Fiscal Year 2023. (Director of Public Works Greg Peters, P.E.)
- b. Consider/Discuss/Action on a Resolution approving annual contract rate adjustments for solid waste and recycling services by and between the City of Anna, Texas and CARDS Dallas, Inc. for fiscal year 2022-2023 in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)
- c. Conduct a public hearing and Consider/Discuss/Act on an Ordinance

establishing rates for solid waste and recycling services in the City of Anna, Texas for fiscal year 2022-2023 in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

- d. Presentation of the Proposed FY2022-2023 Budget (City Manager Jim Proce)
- e. Consider/Discuss/Action on a Resolution setting the date and place of a public hearing on the FY2022-2023 budget. (City Manager Jim Proce)
- f. Approve a Resolution to propose a property tax rate of 0.540964 per \$100 of property valuation for the City that the Council may adopt for the 2022 tax year and setting date and time for a public hearing on the tax rate. (City Manager Jim Proce)

8. **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). Municipal Ordinances; Charter Revisions; Incentive Negotiations.
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- 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).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Secretary Annual Review

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.

9. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

10. **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 08/05/2022.

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.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact:

AGENDA ITEM:
Reports

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Proclamation recognizing Ethen Hansen (Mayor Pike)

SUMMARY:

My name is Ethen Hansen. I am a 10-year-old multi-sport student para-athlete entering 5th grade at Joe K. Bryant elementary. I have played football and soccer since I was 4. My favorite sport is football. I was a quarterback for the Anna Youth sports since kindergarten. I was diagnosed with Legg-Calve-Perthes disease in 2020. This means my left hip softened, broke apart, and after multiple surgeries is starting to grow back. Until January of 2022, I was only permitted to do swimming as a sport. I did not know how to swim unassisted. Since January of 2022 I have expanded my sports. The city of Anna has provided a class on Archery which was adapted so that I could participate, I really like archery. In May I started wheelchair tennis. This has helped me to gain arm strength which has helped with my speed for swimming and keeps my arms strong for when I play football again. I also enjoy wheelchair basketball which will start up again in August. I like to run into kids with my chair, its similar to football!

Although swimming is not my first love, I love being in the water where my hip cannot hold me back. I can only swim with my upper body, but I have excelled and enjoy competing in swim meets. In March of this year, I competed at Texas Regional Para Sports in San Antonio, Texas where I placed third for 25-meter freestyle. In June I competed in the Endeavor games in Oklahoma and earned first place in 25-meter freestyle, backstroke, and breaststroke. These competitions qualified me to compete at the Junior National Para Games in Denver Colorado this month. The competition was rough as I was one of the few kids who cannot jump into the water due to my hip. After a tough day of meets I was happy to find out the final results the week of the 25th of July that I placed first in 25-meter backstroke and 25-meter freestyle swim.

I plan to continue swimming, tennis, archery, and basketball this year. I know I am going to return to football when I am able to walk and train again. I am currently doing scout reporting for Coach Parr and am proud of our high school football team. I am going to be an NFL player after college and then come back and coach football at Anna High School.

FINANCIAL IMPACT:

Not Applicable

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live**STAFF RECOMMENDATION:**

Not applicable

ATTACHMENTS:

1. 2022 Ethen Hansen Day August 9

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

City of Anna, Texas
Proclamation

ETHEN HANSEN DAY
AUGUST 9, 2022

WHEREAS, in 2020, 10-year-old Ethen was diagnosed with Legg-Calve-Perthes disease; and

WHEREAS, in January 2022 he was permitted to do swimming as a sport; and

WHEREAS, in March 2022 he competed at Texas Regional Para Sports in San Antonio, Texas where he placed third for the 25-meter freestyle; and

WHEREAS, in June 2022 he competed in the Endeavor Games in Oklahoma and earned first place in the 25-meter freestyle, backstroke and breaststroke; and

WHEREAS, in July 2022 he competed at the Junior National Para Games in Denver Colorado and placed first in 25-meter freestyle and backstroke; and

WHEREAS, these competitions prepared him for becoming the 2022 Junior National Champion; and

WHEREAS, The Mayor and City Council recognizes Ethen Hansen as Anna's first Junior National Champ

THEREFORE, by virtue of the authority vested in me as Mayor of the City of Anna, on behalf of the Anna City Council and all neighbors hereof, I do hereby proclaim August 9, 2022, as:

“ETHEN HANSEN DAY”

*In witness, whereof I have hereunto set my hand this
_____ day of _____ 2022 and called
this seal to be affixed.*

Nate Pike, Mayor



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Update on the City of Anna Municipal Complex with Lee Lewis Construction. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Lee Lewis will provide an update on the status of construction activities.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

APPROVALS:

Gregory Peters, Director of Public Works
Jim Proce, City Manager

Created/Initiated - 8/2/2022
Final Approval - 8/3/2022



Item No. 5.a.

City Council Agenda
Planning Staff Report

Meeting Date: 8/9/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Zoning Discussion - Northwest corner of Rosamond Parkway and State Highway 5.
(Director of Development Services Ross Altobelli)

SUMMARY:

Land Use discussion and direction for a tract of land that is currently zoned Planned Development (Ord. No 797-2018). Within the PD Ordinance, it specifically identifies a minimum/maximum acreage requirement.

Commercial – Permitted at the intersection of State Highway 5 and Rosamond Parkway with a minimum acreage of eight (8) acres and a maximum of twenty (20) acres.

General Description: Commercial shall be developed at the northwest corner of State Highway 5 and Rosamond Parkway. This area is intended to establish the ability to develop significant retail, commercial, service, and offices uses serving regional and city-wide needs.

The Future Land Use Plan identifies this area as Community Commercial within the Anna 2050 Comprehensive Plan.

COMMUNITY COMMERCIAL (CC)

Character & Intent

Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. Unlike larger shopping centers that may attract regional customers, Community Commercial developments primarily provide services for residents of surrounding neighborhoods. Business types may include restaurants, local retail, medical offices, banks and other retail and services.

Land Use Considerations

Primary Land Use

Retail and Commercial

Secondary Land Use

- + Civic and institutional uses
- + Indicators & Assumptions
- + Lot Size (Range) N/A
- + Typically 5 acres or less; 1 or 2 stories



FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

N/A

ATTACHMENTS:

1. Town Anna - Work Session Narrative (8-3-2022 FINAL)
2. Ord. No. 797-2018



Town Anna

WORK SESSION
City of Anna
Collin County, Texas



Submitted: August 2022

Applicant:
FDG Acquisitions, LLC
44801 Village Court, Suite 104
Palm Desert, CA 92260

Owner:
Ascent Investment Partners LLC
14951 North Dallas Parkway Suite 400
Dallas, TX 75254

PROJECT NARRATIVE FOR WORK SESSION

TOWN ANNA

Anna, Texas

Collin County

Exhibit “A” – ALTA Survey

Exhibit “B” – Conceptual Site Plan

Exhibit “C” – Special Architecture Section

PROJECT NARRATIVE

I. PURPOSE AND INTENT

FDG Acquisitions, LLC. is pleased to present this Project Narrative for TOWN Anna (Project), a gated, luxury townhome community. The proposed development will be constructed in 14.15 acres of the 18.80 acres encompassed by Parcel ID 1001793. The subject site is part of the State Highway 5/Rosamond Planned Development District (Ordinance No. 797-2018), which identifies the subject site as a commercial use.

The request is to amend the Planned Development District to facilitate the development of TOWN Anna, a two-story townhome, luxury lease community within 14.15 acres of the commercial use limits, by reducing the minimum acreage required by the Planned Development District for the commercial use, from 8 acres to just under 5 acres.

II. PROJECT LOCATION AND DESCRIPTION

The Project is generally located at the northwest corner of Rosamond Parkway and State Highway 5, on the north side of Rosamond Parkway, south and east of the “Shadowbend” subdivision and west of State Highway 5. The Project accesses will be located along Rosamond Parkway and State Highway 5, with an emergency only ingress/egress off of Robinson Drive (north of the site). The Project contains 14.15 acres.

TOWN Anna will consist of 172 townhomes in the 14.15 acres which equates to 12.2 DU/AC. The 2 and 3-bedroom homes at TOWN Anna are effectively manageable, townhomes with an attached 2-car garage that will be leased for a reasonable amount in a vibrant community setting with active amenities. The homes all feature bright kitchens that open to large great rooms, two baths, a powder room and convenient indoor laundry rooms. With quartz countertops, plentiful cabinets, resilient flooring and upgraded fixtures, all details are commensurate with single-family homes. Each home at TOWN also includes a private courtyard that is perfect for pets, barbecues and enjoying the outdoors.

The vision for TOWN Anna is to create a unique, well-maintained community with landscaping throughout which will complement the architecture of the homes and amenity areas. The gated community will consist of ample open space, a centralized greenbelt, a series of walking paths and paseos, swimming pool with amenity deck, guest parking, private courtyards, a park with seating area and dog park.

III. PROPOSED RE-ZONING AND LAND USE

The proposed amendment to Ordinance No. 797-2018 for the “State Highway 5/Rosamond Planned Development District” consists of the following:

- Modifying the Commercial use established by Ordinance No. 797-2018 so that 14.15 acres of said Commercial use can be re-classified to facilitate the development of TOWN Anna, a two-story townhome, luxury lease community. Development of TOWN Anna will comply with City of Anna zoning Ordinance utilizing “SF-TH” Town Home District base zoning and variances that will be outlined in the amended Planned Development District, and by a Development Agreement.
- Amending the Commercial use identified by Ordinance No. 797-2018 so that 4.65 acres of Commercial use can be provided in lieu of the 8 acres required as a minimum by said recorded Ordinance.

The proposed re-zoning and land use is justified by the following factors:

Addition of the Multiple-Family Residential Use:

- TOWN Anna will have a positive impact on the surrounding neighborhoods and the City of Anna, it will also bring something unique to the City by providing a new housing style. Having now been active in the home building business for nearly 35 years, FDG Acquisitions, LLC has recognized a major shift in the way people want to live. Today, there is a need to lead a much more practical and environmentally responsible lifestyle and people want smaller, more energy-efficient homes in a highly amenitized community. Similarly, many people want to live in an area where they do not need a car to visit a park, local grocery store, a coffee shop, or other neighborhood service type uses. Thus, living in a home that is near all the conveniences – and even walkable – is high on everyone's list of priorities in their home choice. This new mentality is prevalent across all demographic groups – both young and old. TOWN Anna will attract old and new generations to live in City of Anna, which will increase the taxable income for the City.
- TOWN Anna will blend perfectly with the surrounding community, creating the perfect transition in between the Commercial use that is proposed at the northwest corner of Rosamond Parkway and State Highway 5, and the existing "Shadowbend" Subdivision.

Reduction of the Commercial Use:

- **Obsolete Design.** The original development plan for the subject site contemplated a minimum of 8-acres of commercial uses which provides for larger-scale commercial development. The original developer's subsequent layout between the residential and commercial uses created a commercial site with unique geometry and spacing that is no longer conducive for current commercial centers. The layout also pushed the retail into the Shadow Bend Neighborhood on the north side of the site. The commercial developers that have shown interest in the area, are not interested in this particular site as it limits the area that can be utilized for large-scale commercial uses on the back portion of the site.
- **Lack of Large-Scale Interest.** Large scale commercial developments exist at US 75 and White Street with many other developments planned along the US 75 Corridor. Currently, there are a number of proposed commercial developments at US 75 and Rosamond which are viewed by large-scale commercial developers as far superior locations to that of the subject site as they provide better traffic volumes, accessibility and other demand drivers. The development of these other centers will only serve to make the subject site even less appealing due to market demand.
- **Limitations on Commercial Uses.** Due to the close proximity to Anna Middle school, the subject site is further impacted. That is, commercial uses that require alcohol sales are prohibited on a large portion of the site, which significantly reduces the number of potential commercial users.
- **Best Interest of Community.** By reducing the amount of commercial space on the subject site, the developer will be able to create the perfectly-sized Neighborhood Center that could include a coffee shop, local boutiques, beauty salon, sandwich shoppe, medical offices and more. This Neighborhood Center will be the perfect complement to all of the surrounding uses namely the park visitors, schools, homes and newly constructed townhomes at Town Anna.

- Superior Planning. By allowing for the 4.65-acre Neighborhood Center, the City of Anna will create the ideal transition from commercial to luxury, for rent townhome housing to single-family-detached housing. This transition is in congruence with the existing area.

IV. OPEN SPACE DEVELOPMENT CONCEPT FOR TOWN ANNA

Open Space improvements will include the following:

- Pocket Parks
- Mail Center
- Pool, Spa & BBQ Area
- Conversation Park with Benches
- Turf & Trees Park
- Big Dog Park
- Little Dog Park

V. DEVELOPMENT STANDARDS/REGULATIONS FOR TOWN ANNA

The following Development Standards shall be applicable within the project:

DEVELOPMENT STANDARDS	
STANDARD	PROPOSED FOR TOWN ANNA
FRONT YARD SETBACK	20'
GARAGE SETBACK	3' MIN. TO PRIVATE DRIVE
FRONT TO FRONT BLDG. SEPARATION	30'
FRONT TO SIDE BLDG. SEPARATION	20'
CORNER TO FACE OR END	20'
SIDE TO SIDE BLDG. SEPARTION ⁽¹⁾	15'
SIDE SETBACK TO PARKING OR ALLEY	10'
SIDE YARD SETBACK (CORNER)	15'
REAR YARD SETBACK	15'
MAXIMUM HEIGHT (STORIES)	2 STORIES
MAXIMUM LOT (BLDG.) COVERAGE (%)	65%
MINIMUM UNIT SIZE	2 BDRM. 1200 SF 3 BDRM. 1347 SF
PATIO ENCROACHMENT INTO ALLOWED SETBACKS	8' max.

1. Side to side building separation shall be measured to the building and not to fire riser room.

Additional Standards are as follows:

A. Exterior Façade

- a. Multifamily residential buildings shall be developed in general conformance with the attached façade exhibits and the criteria stated herein.

- b. The minimum masonry requirements shall be 50% stone / brick of the exterior front and rear façade of each building.
 - c. Townhome buildings shall incorporate some combination of the following façade variation elements: expression of building structural elements, variation in wall planes (including porches both recessed or protruding, windows, louvered recessed vents, corbels, cedar brackets, etc.) and changes in material, material pattern and color.
 - d. Conceptual elevations have been provided in the Special Architectural Section (Exhibit "C")
- B. Streets
 - a. Streets shall be owned and maintained by the owner of the Project.
 - b. Streets shall be a minimum of 24' wide, measured from face of curb to face of curb.
 - c. Dead-end fire lanes shall be permitted within the Planned Development and shall have a maximum dead-end length of 150 linear feet measured along the street centerline.
- C. Accessory Buildings
 - a. Accessory buildings shall include leasing center, amenity center, maintenance, and storage buildings.
 - b. Accessory buildings shall be required to conform with design standards stated by this Planned Development.
 - c. No further site plans or specific use permits shall be required for the accessory buildings.
- D. Screening
 - a. A minimum 10-foot landscape buffer shall be provided along the property line adjacent to the commercial use.
 - b. A minimum 25' landscape buffer shall be provided along Rosamond Parkway, State Highway 5, and the property line adjacent to the single family residential use.
 - c. A six-foot (6') tall masonry screen wall or ornamental fence shall be installed in the areas where no units are installed along Rosamond Parkway, State Highway 5 and Robinson Drive frontages.
- E. Fire Code
 - a. Site and building design will meet the City of Anna adopted International Fire Code.

Respectfully submitted,

Waldy Coronado, on behalf of FDG Acquisitions, LLC.

ALTA/NSPS LAND TITLE SURVEY
CITY OF ANNA
COLLIN COUNTY, TEXAS
Rosamond Parkway and S.H. 5

Rosamond Parkway and S.H. 5

Issue Dates:

4/6/22

ate

Revisions

Scale: 1" = 80'

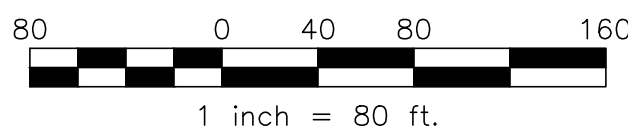
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Checked By: DKB

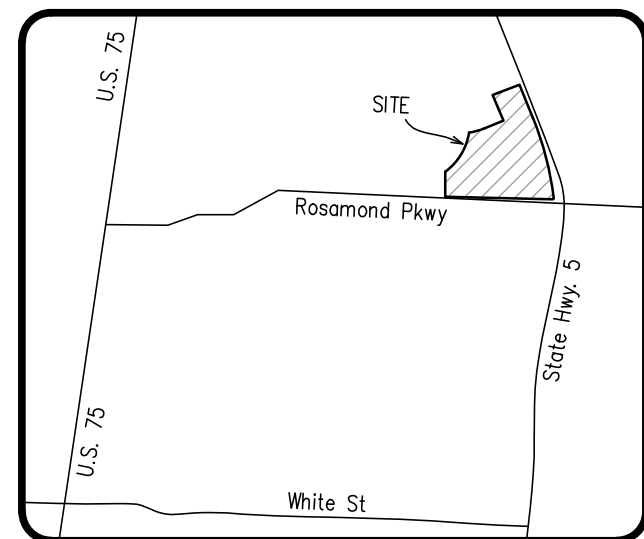
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JOB # 21-280

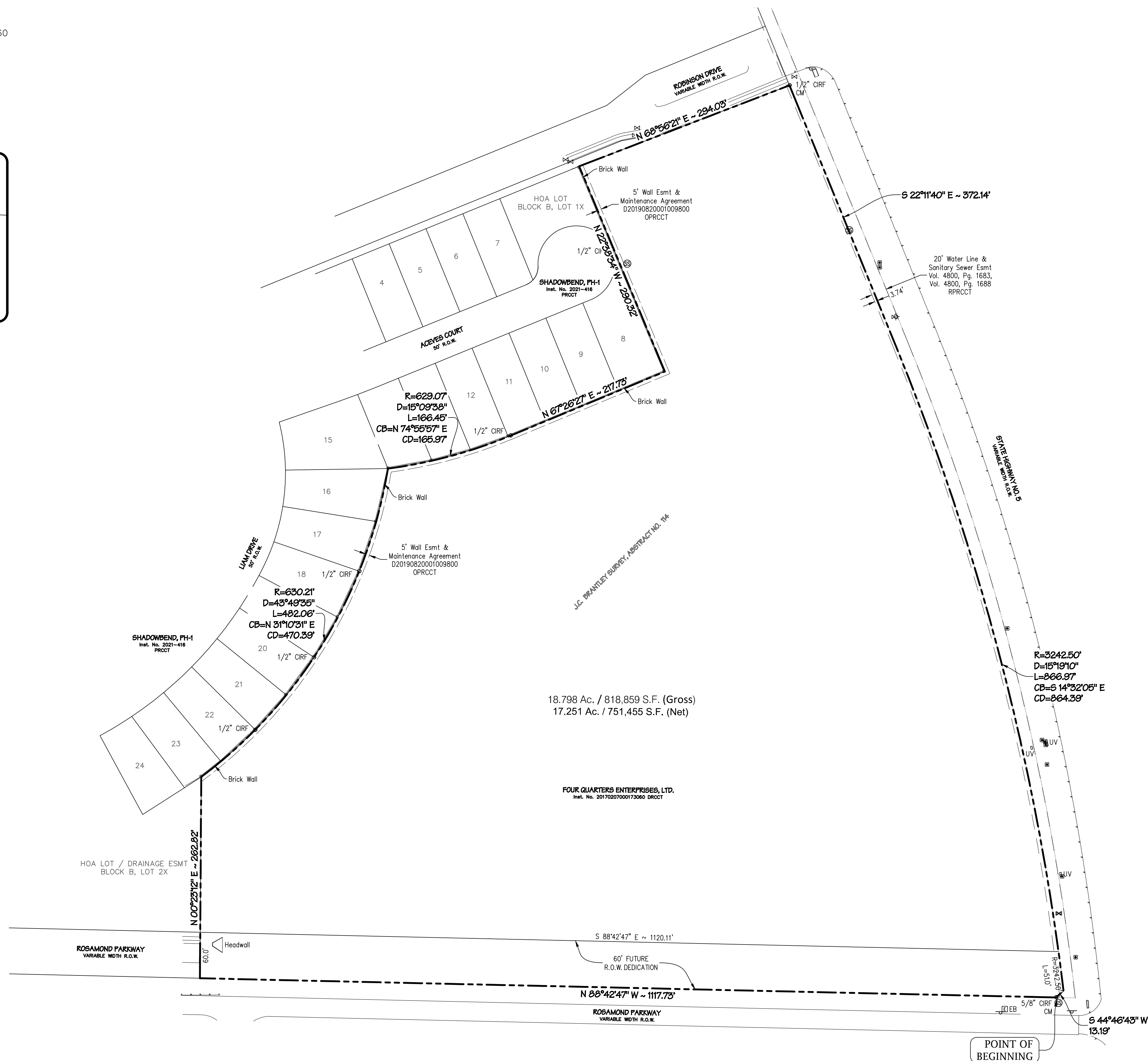


Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North American
Datum of 1983. Adjustment
Realization 2011.



LOCATION MAP
1" = 2000'

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
■	POWER POLE
⊗	SAN. SEWER MANHOLE
⊗	STORM SEWER MANHOLE
⊗	LIGHT POLE/STANDARD
⊗	GUY WIRE ANCHOR
○	BOLLARD
—	SIGNPOST
♿	HANDICAP PARKING
⊗	FIRE HYDRANT
⊗	GAS MARKER
⊗	GROUND LIGHT
UGE	UNDERGROUND ELECTRIC LINE MARKER
UGC	UNDERGROUND CABLE MARKER
CTL	GAS TEST LEAD
GM	GAS METER
GAS	GAS LINE MARKER
FOC	FIBREOPTIC CABLE MARKER
FC	FIRE SPRINKLER CONTROL BOX
EB	ELECTRIC BOX
EM	ELECTRIC METER
○	IRRIGATION CONTROL VALVE
W	WATER VALVE
W	WATER METER
SSCO	SANITARY SEWER CLEANOUT
—	CHAIN LINK FENCE
—	GUARD RAIL FENCE
—	BARBED WIRE FENCE
—	WOOD FENCE
—	OVERHEAD POWER LINE
CM	CONCRETE MONUMENT



METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J.C. Brantley Survey, Abstract No. 114, City of Anna, Collin County, Texas, being part of a tract conveyed to Four Quarters Enterprises, Ltd., by deed recorded in Instrument No. 20170207000173060, Deed Records of Collin County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at the south end of a corner clip at the intersection of the north right-of-way line of Rosamond Parkway (variable width right-of-way) and the west right-of-way line of State Highway No. 5 (variable width right-of-way);

THENCE, N 88°42'47" W, 1117.73 feet to the southeast corner of Shadowbend, Phase 1, an addition to the City of Anna, Collin County, Texas, according to the map or plat thereof recorded in Instrument No. 2021-416, Plat Records of Collin County, Texas and the southeast corner of Rosamond Parkway;

THENCE, N 00°23'12" E, 262.82 feet;

THENCE around a non-tangent curve to the left having a central angle of 43°49'35", a radius of 630.21 feet, a chord of N 31°10'31" E - 470.39 feet, an arc length of 482.06 feet;

THENCE around a non-tangent curve to the left having a central angle of 15°09'38", a radius of 629.07 feet, a chord of N 74°55'57" E - 165.97 feet, an arc length of 166.45 feet;

THENCE, N 67°26'27" E, 217.73 feet;

THENCE, N 22°38'34" W, 290.32 feet;

THENCE, N 68°56'21" E, 294.03 feet;

THENCE, S 22°11'40" E, 372.14 feet;

THENCE around a tangent curve to the right having a central angle of 15°19'10", a radius of 3242.50 feet, a chord of S 14°32'05" E - 864.39 feet, an arc length of 866.97 feet;

THENCE, S 44°46'43" W, 13.19 feet to the POINT OF BEGINNING with the subject tract containing 818,859 square feet or 18.798 acres of land.

SURVEY RELATED SCHEDULE "B" - EXCEPTIONS

First American Title Insurance Company, G.F. No. 1002-351889-RTT, Effective March 21, 2022

10(e)	Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 08/14/1968, recorded in Volume 738, Page 794, Real Property Records, Collin County, Texas. Title to said interest not checked subsequent to the date thereof. Affidavit of Nonrecordation filed 05/19/2016, recorded in ccf# 20160519000615400, Real Property Records, Collin County, Texas. AFFECTS
10(f)	Terms, provisions, conditions, and easements contained in Non-Exclusive Water Line and Sanitary Sewer Easement and Right-of-Way executed by the Rudman Partnership and M. B. Rudman Trust to the City of Anna, filed 11/21/2000, recorded in Volume 4800, Page 1683; also recorded in 4800, Page 1688, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN
10(g)	Terms, provisions, conditions, and easements contained in Non-Exclusive Water Line and Sanitary Sewer Easement and Right-of-Way executed by the Rudman Partnership and M. B. Rudman Trust to the City of Anna, filed 11/21/2000, recorded in Volume 4800, Page 1693, Real Property Records, Collin County, Texas. DOES NOT AFFECT
10(i)	Terms, provisions, conditions, and easements contained in Wall Easement and Maintenance Agreement, filed 08/20/2019, recorded in ccf# 20190820001098900, Real Property Records, Collin County, Texas. AFFECTS AS SHOWN

SURVEYOR'S CERTIFICATE

To: Rosamond Powell Investment LLC, Craig Curry, Four Quarters Enterprises, Ltd., Frisco Platinum 4S & C, LP, Buxton Partners, Ltd., First American Title Insurance Company, Republic Title of Texas, Inc. and their respective successors and assigns;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 202 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS and includes optional items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The field work was completed on 12/08/21.

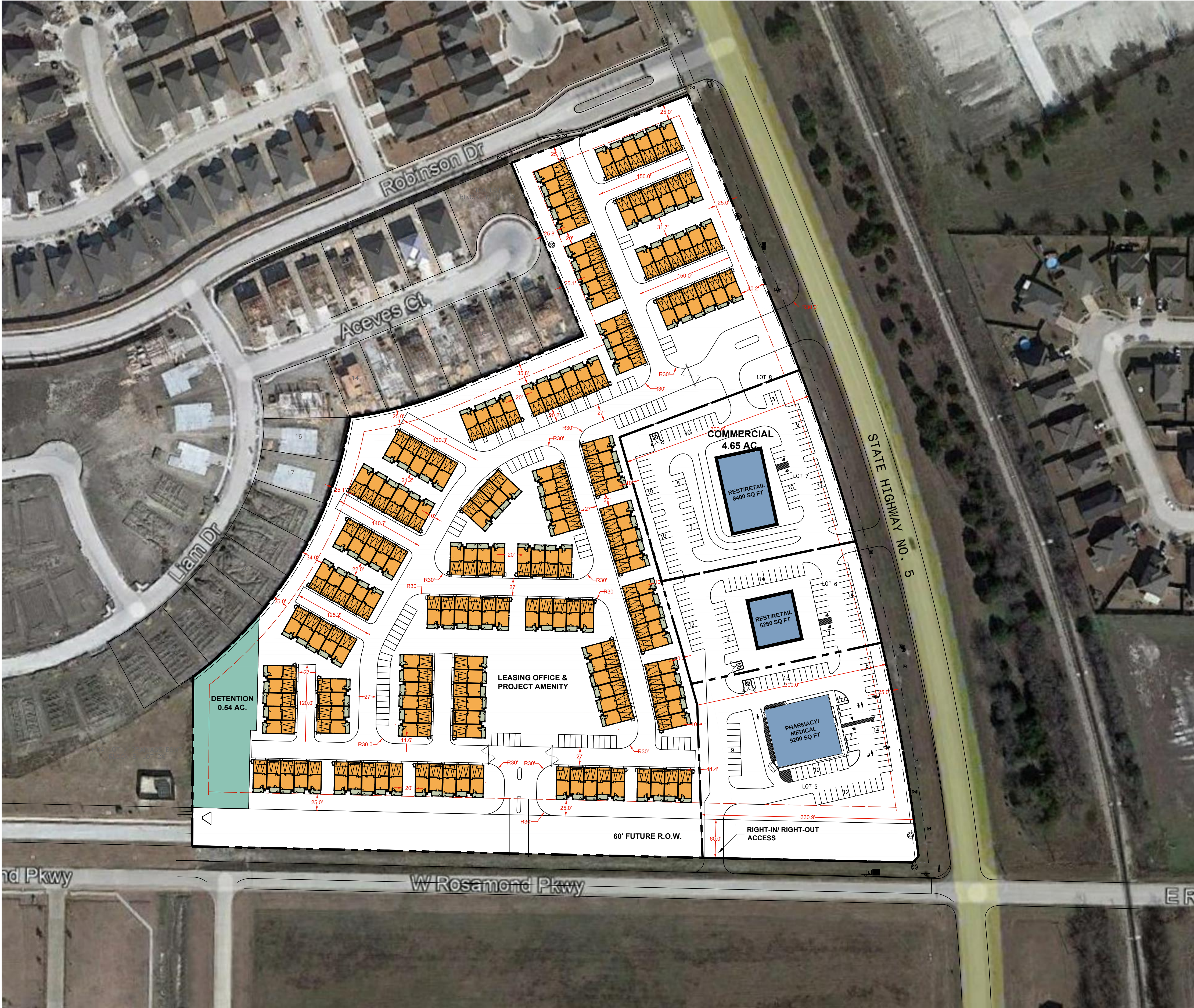
Date of Plot or Map: 4/6/22

Darren K. Brown, RPLS 5252

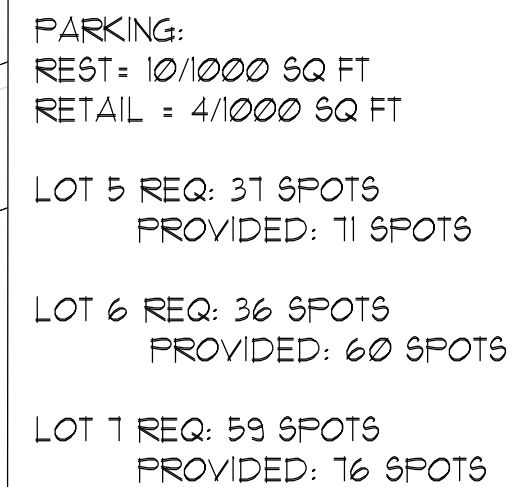


darren.brown@
spiarsengineering.com

No part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel 48085C0160J, effective on 06/02/2009. The property is located in Zone "X" (areas determined to be outside the 500-year floodplain).

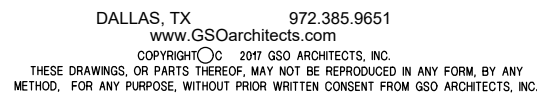


PROJECT SUMMARY TABLE						
TOTAL SITE AREA (minus comm.)		14.15 ACRES				
TOTAL UNITS		172 UNITS				
DENSITY		12.2 DU/AC				
RESIDENTIAL UNIT SUMMARY						
UNIT PLAN	SQ. FT.	BD/BA	# UNITS	% MIX	TOTAL S.F.	
PLAN 1	1186	2/2.5	68	40%	80,648	
PLAN 2	1227	2/2.5	32	19%	39,264	
PLAN 2Z	1239	2/2.5	36	21%	44,604	
PLAN 3	1337	3/2.5	36	21%	48,132	
TOTAL			172	100%	212,648	
PARKING SUMMARY						
REQUIRED		PROVIDED				
2 SPACES per unit	344	ATTACHED GARAGES (2-CAR)			344	
		PULL-IN PARKING STALLS			65	
		LEASING OFFICE PARKING			5	
TOTAL	344				414	


$$1'' = 60' - 0''$$


ANNA, TEXAS
ASCENT INVESTMENTS

JOB NO: 22-017
ISSUE DATE: 08/01/2022
SCALE:AS NOTED



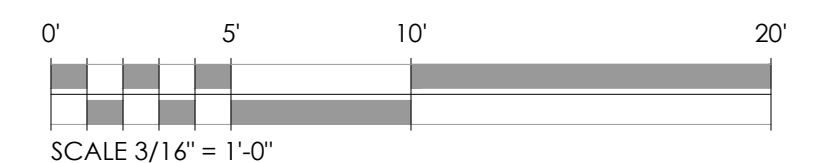


FRONT ELEVATION

50% STONE / BRICK

1	STUCCO
2	CEMENTITIOUS SIDING
3	STONE VENEER
4	BRICK VENEER
5	HORIZONTAL WOOD BAND
6	FOAM TRIM
7	WOOD TRIM
8	GARAGE DOOR
9	COMPOSITE SHINGLE ROOF
10	VINYL WINDOW
ELEVATION KEY NOTES	

COLOR SCHEME 2
6-PLEX BUILDING

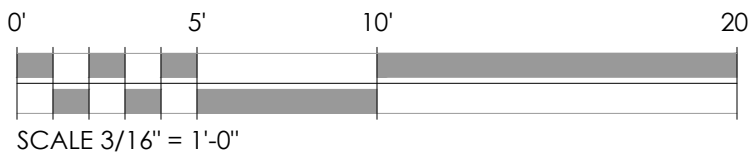




REAR ELEVATION

1	STUCCO
2	CEMENTITIOUS SIDING
3	STONE VENEER
4	BRICK VENEER
5	HORIZONTAL WOOD BAND
6	FOAM TRIM
7	WOOD TRIM
8	GARAGE DOOR
9	COMPOSITE SHINGLE ROOF
10	VINYL WINDOW
ELEVATION KEY NOTES	

COLOR SCHEME 2
6-PLEX BUILDING

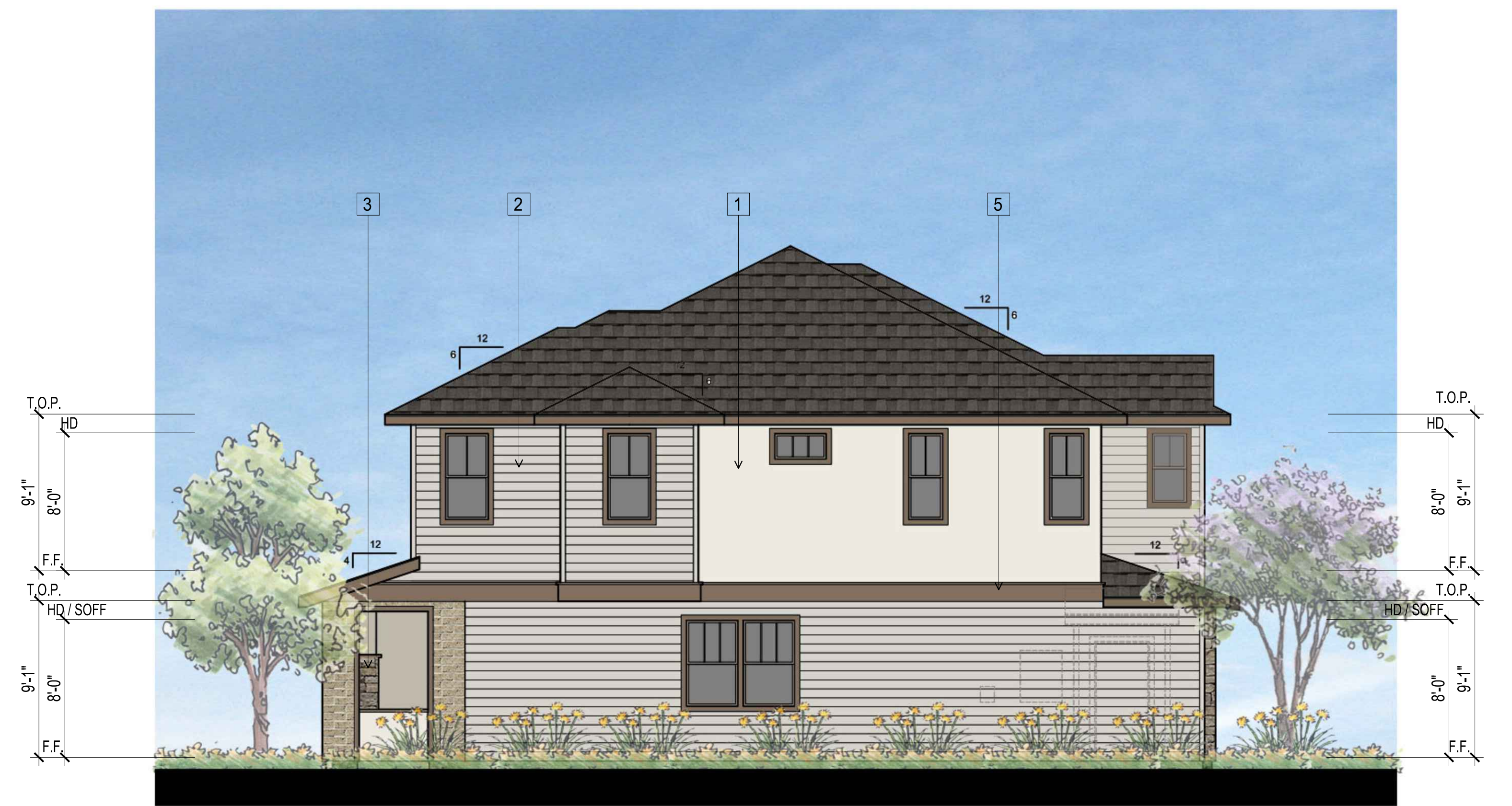


Plot Date: 7/25/2022 3:56:51 PM; By: Roland Escalona



PLAN 3

LEFT ELEVATION

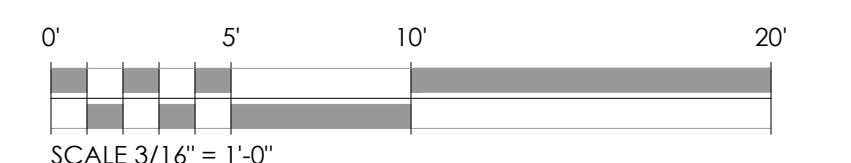


PLAN 3R

RIGHT ELEVATION

1	STUCCO
2	CEMENTITIOUS SIDING
3	STONE VENEER
4	BRICK VENEER
5	HORIZONTAL WOOD BAND
6	FOAM TRIM
7	WOOD TRIM
8	GARAGE DOOR
9	COMPOSITE SHINGLE ROOF
10	VINYL WINDOW
ELEVATION KEY NOTES	

COLOR SCHEME 2 6-PLEX BUILDING



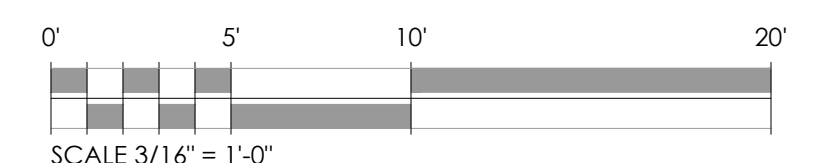




REAR ELEVATION

1	STUCCO
2	CEMENTITIOUS SIDING
3	STONE VENEER
4	BRICK VENEER
5	HORIZONTAL WOOD BAND
6	FOAM TRIM
7	WOOD TRIM
8	GARAGE DOOR
9	COMPOSITE SHINGLE ROOF
10	VINYL WINDOW
ELEVATION KEY NOTES	

COLOR SCHEME 1 5-PLEX BUILDING





PLAN 2

LEFT ELEVATION

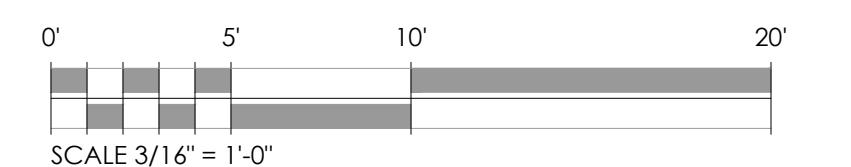


PLAN 3R

RIGHT ELEVATION

1	STUCCO
2	CEMENTITIOUS SIDING
3	STONE VENEER
4	BRICK VENEER
5	HORIZONTAL WOOD BAND
6	FOAM TRIM
7	WOOD TRIM
8	GARAGE DOOR
9	COMPOSITE SHINGLE ROOF
10	VINYL WINDOW
ELEVATION KEY NOTES	

COLOR SCHEME 1 5-PLEX BUILDING





PLAN 2

PLAN 1

PLAN 1R

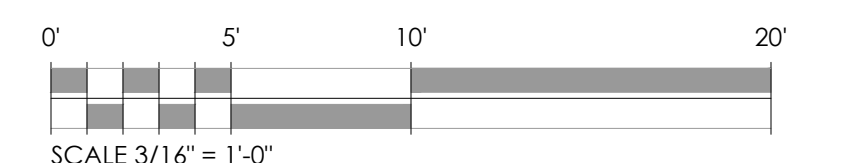
PLAN 2R

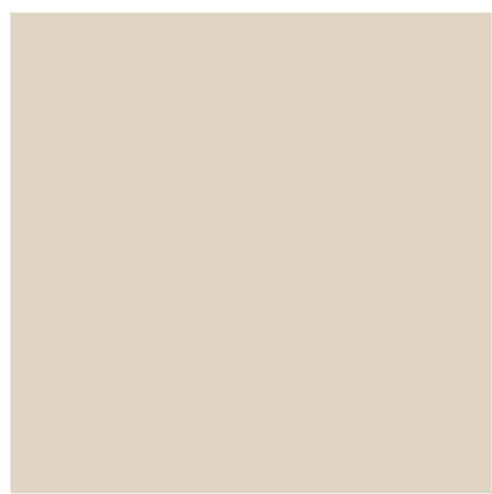
FRONT ELEVATION

51% STONE / BRICK

COLOR SCHEME 1 4-PLEX BUILDING

1	STUCCO
2	CEMENTITIOUS SIDING
3	STONE VENEER
4	BRICK VENEER
5	HORIZONTAL WOOD BAND
6	FOAM TRIM
7	WOOD TRIM
8	GARAGE DOOR
9	COMPOSITE SHINGLE ROOF
10	VINYL WINDOW
ELEVATION KEY NOTES	





STUCCO
SHERWIN WILLIAMS
SW 9109
NATURAL LINEN
1



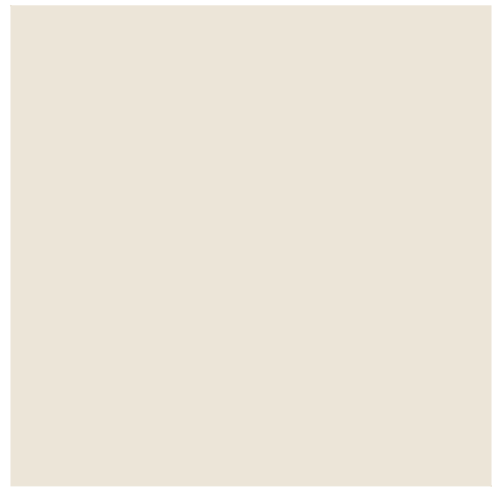
HORIZONTAL SIDING
SHERWIN WILLIAMS
SW 9116
SERENGETI GRASS
2



BRICK VENEER
ACME
MODULAR SIZE
KO-KO BROWN
4



STONE VENEER
ELDORADO STONE
ROUGH CUT
AUTUMN LEAF
3



STUCCO
SHERWIN WILLIAMS
SW 7013
IVORY LACE
1



HORIZONTAL SIDING
SHERWIN WILLIAMS
SW 9123
BARRO VERDE
2



BRICK VENEER
ACME
MODULAR SIZE
OXFORD BROWN
4



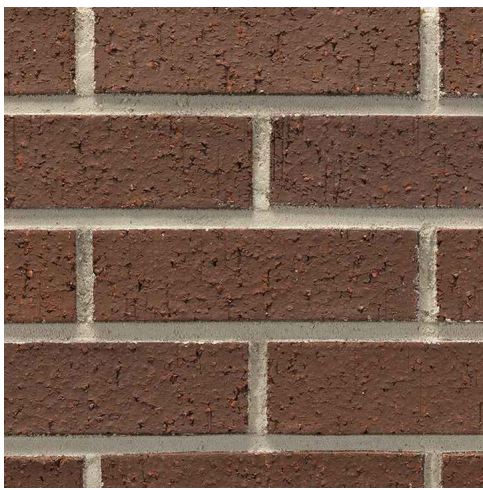
STONE VENEER
ELDORADO STONE
ROUGH CUT
VINEYARD TRAIL
3



STUCCO
SHERWIN WILLIAMS
SW 6141
SOFTER TAN
1



HORIZONTAL SIDING
SHERWIN WILLIAMS
SW 9117
URBAN JUNGLE
2



BRICK VENEER
ACME
MODULAR SIZE
AMARETTO
4



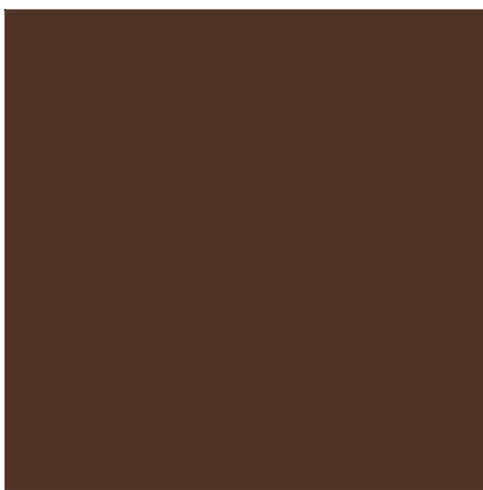
ROOF
CERTAINTeed
LANDMARK SERIES
HEADER BLEND
9



FRONT DOOR
SHERWIN WILLIAMS
SW 2839
ROYCROFT COPPER RED



FRONT DOOR
SHERWIN WILLIAMS
SW 6034
DARK AUBURN



FRONT DOOR
SHERWIN WILLIAMS
SW 6069
FRENCH ROAST



ROOF VENT
O'HAGIN
STANDARD
BROWN



TRIMS
SHERWIN WILLIAMS
SW 7509
TIKI HUT
6 7

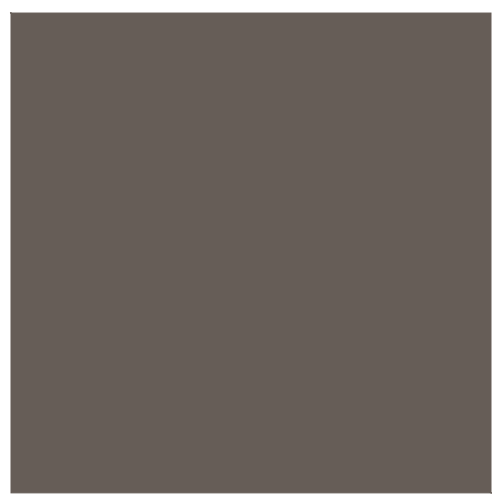


GARAGE
SHERWIN WILLIAMS
SW 7520
DARK BROWN
8



GARAGE
SHERWIN WILLIAMS
SW HC 157
SANDSTONE
8

COLOR SCHEME 1
COLOR AND MATERIAL LIST



STUCCO
SHERWIN WILLIAMS
SW 7505
MANOR HOUSE
1



HORIZONTAL SIDING
SHERWIN WILLIAMS
SW 7016
MINDFUL GRAY
2



BRICK VENEER
ACME
MODULAR SIZE
SLATE GRAY
4



STONE VENEER
ELDORADO STONE
ROUGH CUT
MOONLIGHT
3



STUCCO
SHERWIN WILLIAMS
SW 6170
TECHNO GRAY
1



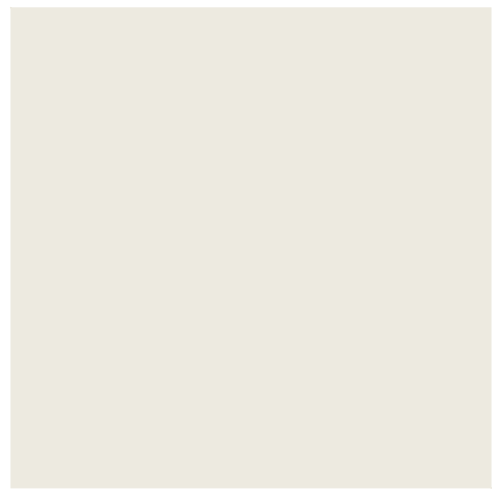
HORIZONTAL SIDING
SHERWIN WILLIAMS
SW 7647
CRUSHED ICE
2



BRICK VENEER
ACME
MODULAR SIZE
KO-KO PLUS CHOCOLATE
4



STONE VENEER
ELDORADO STONE
ROUGH CUT
VINEYARD TRAIL
3



STUCCO
SHERWIN WILLIAMS
SW 7008
ALABASTER
1



HORIZONTAL SIDING
SHERWIN WILLIAMS
SW 9171
FELTED WOOL
2



BRICK VENEER
ACME
MODULAR SIZE
PEWTER GRAY
4



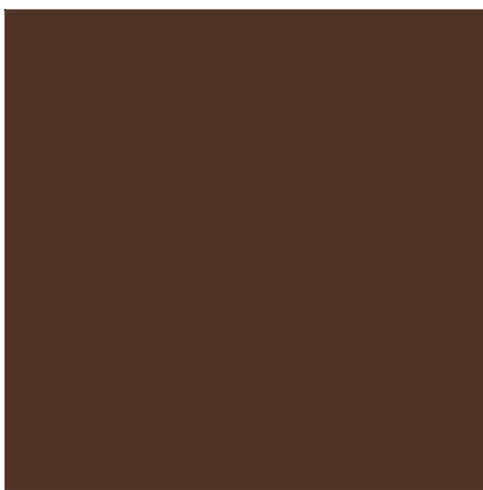
ROOF
CERTAINTeed
LANDMARK SERIES
DRIFTWOOD
9



FRONT DOOR
SHERWIN WILLIAMS
SW 2839
ROYCROFT COPPER RED



FRONT DOOR
SHERWIN WILLIAMS
SW 6034
DARK AUBURN



FRONT DOOR
SHERWIN WILLIAMS
SW 6069
FRENCH ROAST



ROOF VENT
O'HAGIN
STANDARD
CHARCOAL



TRIMS
SHERWIN WILLIAMS
SW 7509
TIKI HUT
6 7



GARAGE
SHERWIN WILLIAMS
SW 3006
SAND CASTLE
8



GARAGE
SHERWIN WILLIAMS
SW 3047
ALMOND TREE
8

COLOR SCHEME 2

COLOR AND MATERIAL LIST

CITY OF ANNA, TEXAS

ORDINANCE NO. 797-2018

(Rosamond Pkwy & Highway 5 Zoning Change from Agriculture (AG) to a mixed use Planned Development located at the Northwest corner of Highway 5 and Rosamond Pkwy.)

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE, AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the owner of the property described in Exhibit A attached hereto, Craig Curry, has requested a certain zoning for said property; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council of the City of Anna has concluded that the Zoning Ordinance of the City of Anna should be amended as follows:

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

Section 1. The Comprehensive Zoning Ordinance of the City of Anna, Texas, is amended by changing the zoning of the tract described in Exhibit A, attached hereto and made an integral part of this ordinance, from Agriculture (AG) to a Planned Development zoning for mixed use including Single Family Residential and Commercial (C-1).

Section 2. All regulations pertaining to the Single Family Residential and Commercial (C-1) with the development regulations as specified by the Development Standards (Exhibit B), Concept Plan (Exhibit C), or amended shall be applicable to this Tract.

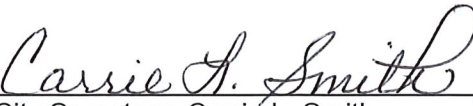
Section 3. The official Zoning Map of the City of Anna shall be corrected to reflect the change in zoning described herein.

Section 4. All ordinances of the City of Anna in conflict with the provisions of this ordinance are repealed to the extent of that conflict.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such case provides.

PASSED by the City Council of the City of Anna, Texas, this 11th day of December, 2018.

ATTESTED:


City Secretary, Carrie L. Smith

APPROVED:



Exhibit "A"

BEING a tract of land situated in the J. Brantley Survey, Abstract No. 114, City of Anna, Collin County, Texas, the subject tract being the tract conveyed to Craig Curry, et al, according to the deed recorded in Document No. 20160519000615390 of the Deed Records, Collin County, Texas (DRCCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap found on the west line of State Highway 5, a variable width public right-of-way, for the southeast corner of Meadow Ridge Estates, Phase One, an addition recorded in Cabinet P, Page 63, Plat Records, Collin County, Texas (PRCCT);

THENCE S 22°47'03" E, 861.66 feet along the west line of said highway to a point for corner;

THENCE continuing along the west line of said highway, around a tangent curve to the right a central angle of 16°26'16", a radius of 3281.00 feet, a chord of S 14°33'55" E - 938.07 feet, an arc length of 941.30 feet to a 1/2" iron rod found at the intersection of the west line of State Highway 5 with the north line of Rosamond Parkway, a variable width public right-of-way, conveyed by the final plat of Anna ISD Park Addition, recorded in Cabinet 2006, Page 326 PRCCT;

THENCE N 88°40'47" W, 2534.01 feet along the north line of said right-of-way dedication to a point on the east line of another right-of-way dedication conveyed by plat recorded in Cabinet 2009, Page 413 PRCCT;

THENCE N 00°54'05" W, 32.93 feet along said right-of-way dedication to a point for corner;

THENCE S 89°06'29" W, 976.56 feet continuing along said right-of-way dedication to a point for the northwest corner of said dedication with the northeast corner of another dedication conveyed by plat recorded in Cabinet 2011, Page 176 PRCCT;

THENCE N 88°22'23" W, 832.47 feet continuing along said right-of-way dedication to a point for an inset corner thereof;

THENCE N 01°29'14" E, along the common line thereof, passing at 27.47 feet a 1/2" iron rod with a plastic cap found for the southeast corner of a tract conveyed to Anna Texas Land, Ltd., recorded in Document No. 20140718000750570 DRCCT, and continuing along the east line thereof a total distance of 1693.59 feet to a 1/2" iron rod found for the southwest corner of a tract conveyed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577 DRCCT;

THENCE S 88°36'40" E, along the south line thereof, passing at 1727.09 feet the southwest corner of Meadow Ridge Estates Phase Two, an addition recorded in Cabinet R, Page 196 PRCCT, passing at 2870.91 feet the southwest corner of Meadow Ridge Estates Phase One, and continuing along the common line thereof a total distance of 3729.97 feet to the POINT OF BEGINNING with the subject tract containing 6,892,807 square feet or 158.237 acres of land.

797-2018

EXHIBIT "B"

STATE HIGHWAY 5 / ROSAMOND PLANNED DEVELOPMENT DISTRICT

PLANNED DEVELOPMENT STANDARDS

Except as otherwise set forth in these Development Standards, this Planned Development District shall conform to any and all applicable articles and sections of the Anna Zoning Ordinance as it presently exists or may be amended.

A. Single Family Residential

Permitted Uses: Uses shall be permitted according to Appendix 2 of the City of Anna Zoning Ordinance, Schedule of Uses for the SF-72 Single Family Residential zoning district.

Total Permitted Units: The maximum number of Single Family Residential units permitted within the property shall be four hundred eighty (480).

Lot Types: A mix of Single Family Residential types shall be provided within the community to provide a variety of housing options. The community shall be developed utilizing the following Lot Types:

- Type A Lots
- Type B Lots
- Type C Lots

Area and Building Regulations:

Type A Lots: A maximum of 208 lots of this type shall be allowed within the overall PD.

1. Size of Yards:

- Minimum Front Yard: Twenty-five (25) feet.
- Minimum Side Yard: Six (6) feet; fifteen (15) feet on corner adjacent to street.
- Minimum Rear Yard: Twenty (20) feet.

2. Size of Lots:

- Minimum Lot Area: Six thousand (6,000) square feet.
- Minimum Lot Width: Fifty-two (52) feet; except for lots at the terminus of a cul-de-sac, on a corner, or along a curve may have a width of forty-eight (48) feet at the front building line; provided all other requirements of this section are fulfilled.
- Minimum Lot Depth: One hundred ten (110) feet; for lots at the terminus of a cul-de-sac, on a corner, backing to a turn lane, or along a curve may be a depth of one hundred (100) feet, measured at the midpoints of the front and rear lot lines provided all other requirements of this section are fulfilled.

3. Minimum Dwelling Area: One thousand six hundred (1,600) square feet.

4. Maximum Building Height: Two and a half (2 ½) stories, no greater than thirty-five (35) feet.

5. Maximum Lot Coverage: Fifty-five (55) percent.

Type B Lots: A maximum of 234 lots of this type shall be allowed within the overall PD.

1. Size of Yards:

- Minimum Front Yard: Twenty-five (25) feet.
- Minimum Side Yard: Six (6) feet; fifteen (15) feet on corner adjacent to street.
- Minimum Rear Yard: Twenty (20) feet.

2. Size of Lots:

- Minimum Lot Area: Seven thousand two hundred (7,200) square feet.
- Minimum Lot Width: Sixty-two (62) feet; except for lots at the terminus of a cul-de-sac, on a corner, or along a curve may have a width of fifty-eight (58) feet at the front building line; provided all other requirements of this section are fulfilled.
- Minimum Lot Depth: One hundred ten (110) feet; except for lots at the terminus of a cul-de-sac, on a corner, backing to a turn lane, or along a curve may have a depth of one hundred (100) feet, measured at the midpoints of the front and rear lot lines provided all other requirements of this section are fulfilled.

3. Minimum Dwelling Area: One thousand eight hundred (1,800) square feet.
4. Maximum Building Height: Two and a half (2 ½) stories, no greater than thirty-five (35) feet.
5. Maximum Lot Coverage: Fifty (50) percent

Type C Lots: The remaining lots within the overall PD shall be of this type.

1. Size of Yards:
 - Minimum Front Yard: Twenty-five (25) feet.
 - Minimum Side Yard: Six (6) feet; fifteen (15) feet on corner adjacent to street.
 - Minimum Rear Yard: Twenty (20) feet.
2. Size of Lots:
 - Minimum Lot Area: Eight thousand four hundred (8,400) square feet.
 - Minimum Lot Width: Seventy (70) feet; except for lots at the terminus of a cul-de-sac, on a corner, or along a curve may have a width of sixty-five (65) feet at the front building line; provided all other requirements of this section are fulfilled.
 - Minimum Lot Depth: One hundred ten (110) feet; except for lots at the terminus of a cul-de-sac, on a corner, backing to a turn lane, or along a curve may have a depth of one hundred (100) feet, measured at the midpoints of the front and rear lot lines provided all other requirements of this section are fulfilled.
3. Minimum Dwelling Area: Two thousand (2,000) square feet.
4. Maximum Building Height: Two and a half (2 ½) stories, no greater than thirty-five (35) feet.
5. Maximum Lot Coverage: Forty-five (45) percent.

Additional Residential Standards: The following items shall be implemented for the Single Family Residential land area:

1. At least 40% of the total centerline length of all streets within the community shall be curvilinear in design.
2. A ten foot (10') privately maintained landscape buffer shall be provided outside of and along the right-of-way of all major thoroughfares. This landscape buffer shall be provided in lieu of additional lot depth for lots backing to the major thoroughfares.
3. A minimum six foot (6') tall masonry screening wall shall be constructed at the outside boundary of the landscape buffer adjacent to homes that back or side to major thoroughfares. A wall maintenance easement five (5) feet in width shall be dedicated on adjacent properties at the time of platting of these properties.
4. Wooden fencing of a uniform design shall be constructed along the rear or side lot lines of homes adjacent to streets within the interior of the community.
5. Ornamental metal fencing shall be constructed along the rear or side lot lines of homes adjacent to open space. Lots adjacent to linear open spaces along streets are exempt from this requirement.
6. The proposed planned development district will incorporate open space areas for the use and enjoyment by the residents of the development and the surrounding community. These open space areas shall have a minimum total of ten (10) acres and may be distributed throughout the development. The open space areas may include, but not be limited to, natural drainage ways, landscaped detention areas, amenity center facilities, open play areas, landscaped buffers, linear open spaces along streets, and linear pedestrian ways.
7. An amenity center facility shall be provided within the proposed community. Construction of the amenity center facility shall be completed prior to the issuance of a building permit for the two-hundred twentieth (220th) home within the community. The amenity center facility shall have a minimum site area of 1.3 acres and shall include a swimming pool, a bathroom facility, and convenience parking. The amenity center facility shall also include a minimum of three (3) of the following elements:
 - Playground facility
 - Pavilion, arbor, or pergola
 - Sports court
 - Open play area
 - Outdoor grilling station
 - Connections to trails within the community and the surrounding areas
 - Other amenities as approved by the Director of Planning

8. Driveways shall incorporate an enhanced paving treatment consisting of salt finished concrete and/or brick borders.
9. Garage doors shall contain a minimum of two (2) of the following enhancements:
 - Garage door recessed a minimum of twelve (12) inches from the garage face
 - Cedar / wood clad doors
 - Double doors
 - Decorative windows
 - Decorative hardware
 - Stamped reveals / texture

B. Non-Residential

Retail – Permitted at up to two (2) corners at the intersection of Rosamond Parkway and West Crossing, with a minimum total acreage of four (4) acres. If the Retail development area exceeds the minimum acreage, the Total Permitted Units shall be reduced proportionately at a rate of 3.5 units / net acre of Retail development for that portion above the minimum acreage.

General Description: Retail may be developed at either or both corners at the intersection of West Crossing and Rosamond Parkway. These areas are primarily intended to accommodate retail, commercial and service centers that supply the surrounding residential areas with convenience goods and services.

Permitted Uses: Uses permitted within the Retail tract(s) are those permitted within the "C-1 – Restricted Commercial" district of the current Zoning Ordinance at the time of adoption of this ordinance.

Regulations: The Retail tract(s) shall be developed in accordance with the regulations established for the "C-1 – Restricted Commercial" district of the Zoning Ordinance, as presently existing or as they may be amended.

Commercial – Permitted at the intersection of State Highway 5 and Rosamond Parkway with a minimum acreage of eight (8) acres and a maximum of twenty (20) acres.

General Description: Commercial shall be developed at the northwest corner of State Highway 5 and Rosamond Parkway. This area is intended to establish the ability to develop significant retail, commercial, service, and offices uses serving regional and city-wide needs.

Permitted Uses: Uses permitted within the Commercial tract are those permitted within the "C-1 – Restricted Commercial" district of the current Zoning Ordinance at the time of adoption of this ordinance as well as the following listed uses. Uses followed by an **S** may be approved as a Specific Use Permit.

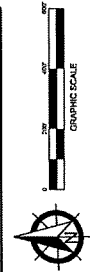
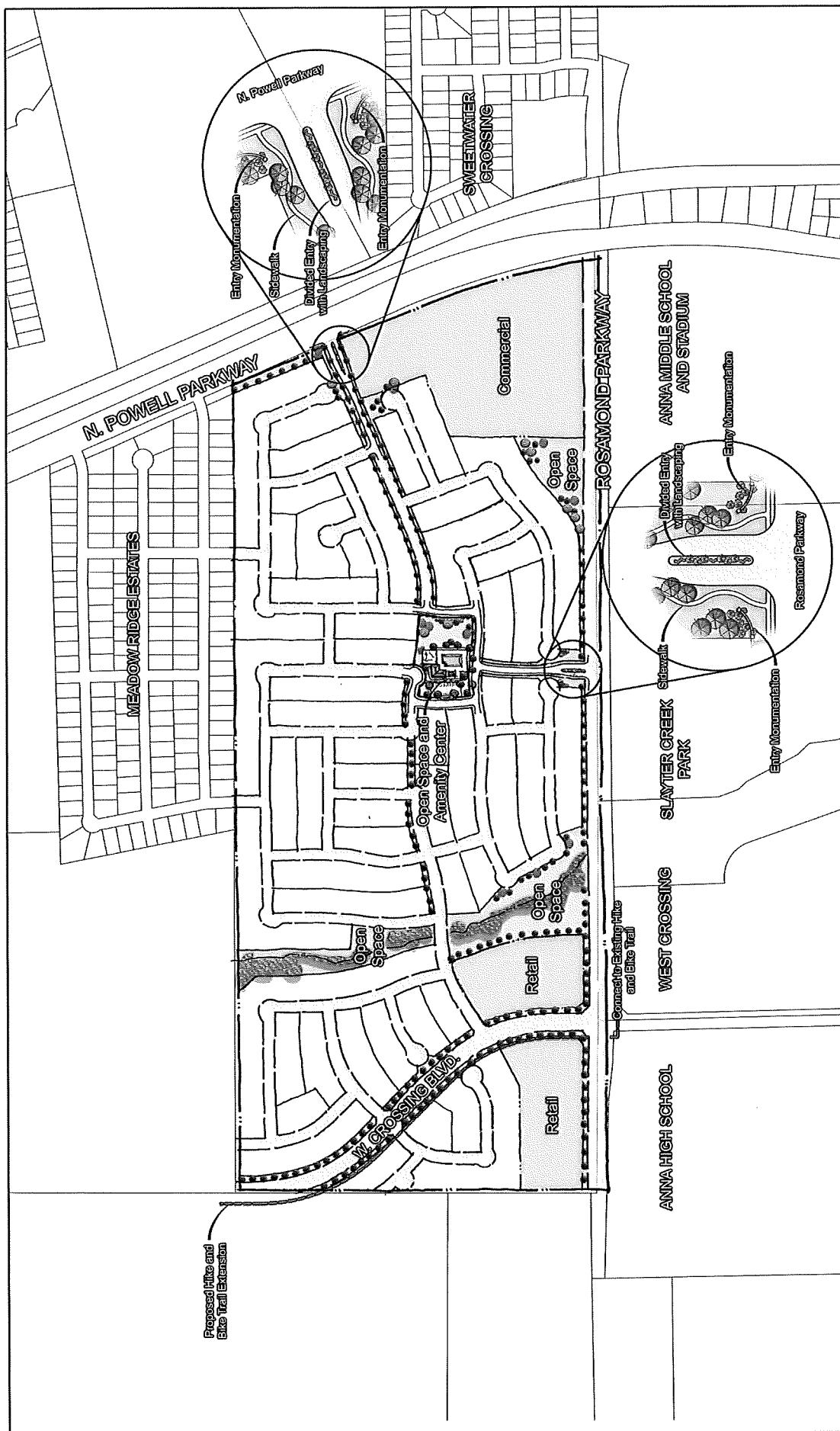
- Motel, motor hotel, or motor lounge
- Hospital (acute care)
- Rest home or nursing home
- Auto repair, minor
- Car wash
- Tire dealer (no outside storage)
- Discount, variety, or department store
- Laboratory, medical or dental
- Office-showroom / warehouse **S**
- Service, retail
- Veterinarian clinic (outside pens) **S**
- Washateria

Commercial Regulations: Except as amended below, the Commercial tract shall be developed in accordance with the regulations established for the "C-1 – Restricted Commercial" district of the Zoning Ordinance, as presently existing or as they may be amended.

1. Maximum Building Height: Thirty-five (35) feet.
2. Maximum Lot Coverage: Seventy (70) percent.

Additional Non-Residential Standards: The following items shall be implemented for the Non-Residential land area:

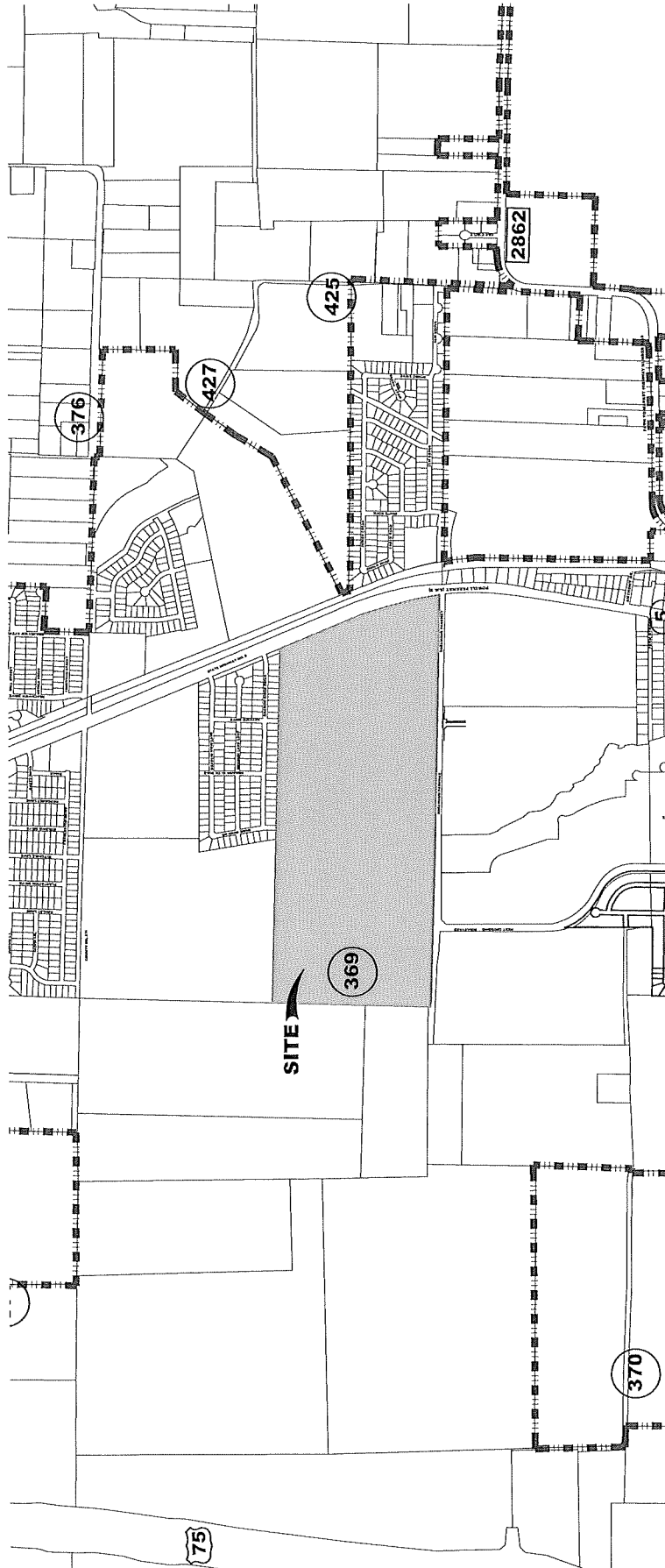
1. A minimum six foot (6') tall masonry screening wall shall be constructed along the common property line with the Single Family Residential district. A wall maintenance easement five (5) feet in width shall be dedicated on adjacent properties at the time of platting of these properties.
2. The construction of the masonry screening wall shall only be required adjacent to that specific property that is to be developed, whether the development is Non-Residential or Single Family Residential.



CONCEPT PLAN

Anna, Texas 158 Acres
Greater Texas Land Resources





797-2018



Item No. 5.b.

City Council Agenda
Planning Staff Report

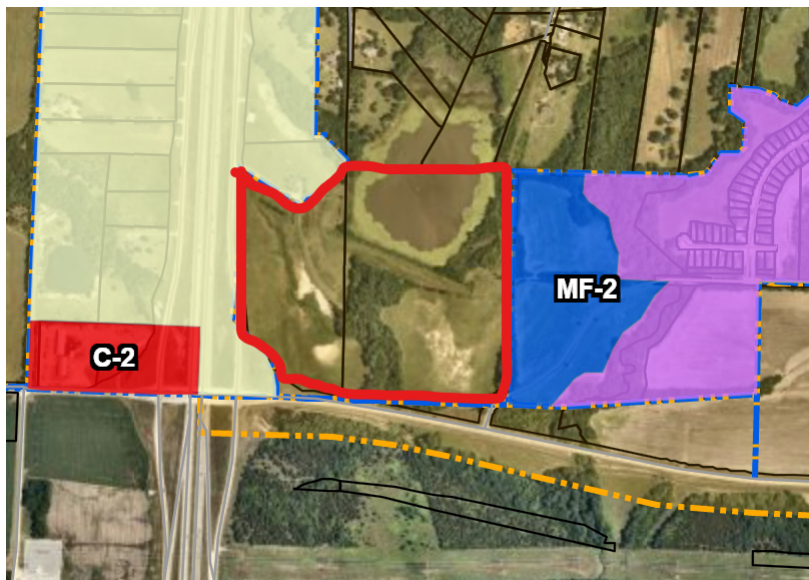
Meeting Date: 8/9/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Zoning Discussion - Northeast corner of S Central Expressway and Collin County Outer Loop. (Director of Development Services Ross Altobelli)

SUMMARY:

Land Use discussion and direction for a tract of land that is currently located within the ETJ (outlined).



The tract of land is located within the **Anna Business Center** which is identified as one of the four Key Centers identified on the Preferred Scenario Diagram within the Anna 2050 Comprehensive Plan.

Anna Business Center

The Anna Business Center establishes a significant employment hub along the future Collin County Outer Loop from SH 5 to US 121. This employment hub would be catalyzed by the existing Anna Business Park and would expand employment-oriented PlaceTypes to include Professional Campus, Employment Mix and Manufacturing & Warehouse. It is envisioned that the core of the Center could continue to expand and support additional employment-oriented development along the Collin County Outer Loop.

Additionally, the Future Land Use Plan identifies this area as Professional Campus

(PC).

PROFESSIONAL CAMPUS (PC)

Character & Intent

The Professional Campus PlaceType generally provides office jobs and is the location for major employers as well as smaller office or professional service companies. This PlaceType features large, master-planned campuses. The sites are typically well landscaped and provide opportunities for many employment uses such as corporate headquarters, institutional facilities, university campuses and medical campuses. They typically locate near major transportation corridors and may include office parks or technology centers.

Land Use Considerations

Primary Land Use

Higher education, research and technology, professional offices, medical, restaurant and retail

Secondary Land Use

Civic and institutional uses, parks and open space

Indicators & Assumptions

Lot Size (range) N/A



FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

N/A

ATTACHMENTS:

1. Narrative
2. Site Plan
3. Anna elevations

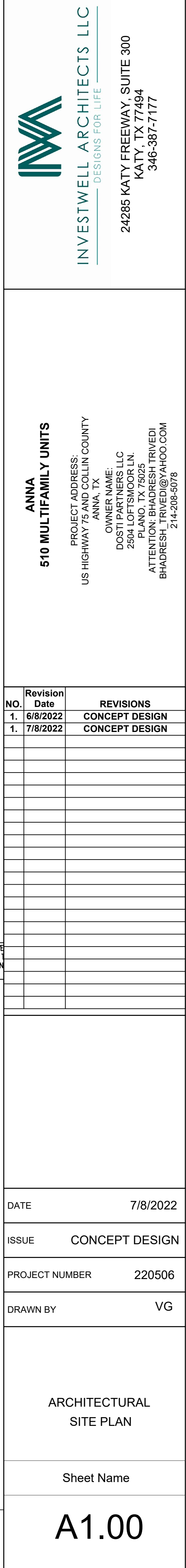
Proposed Mix-use project

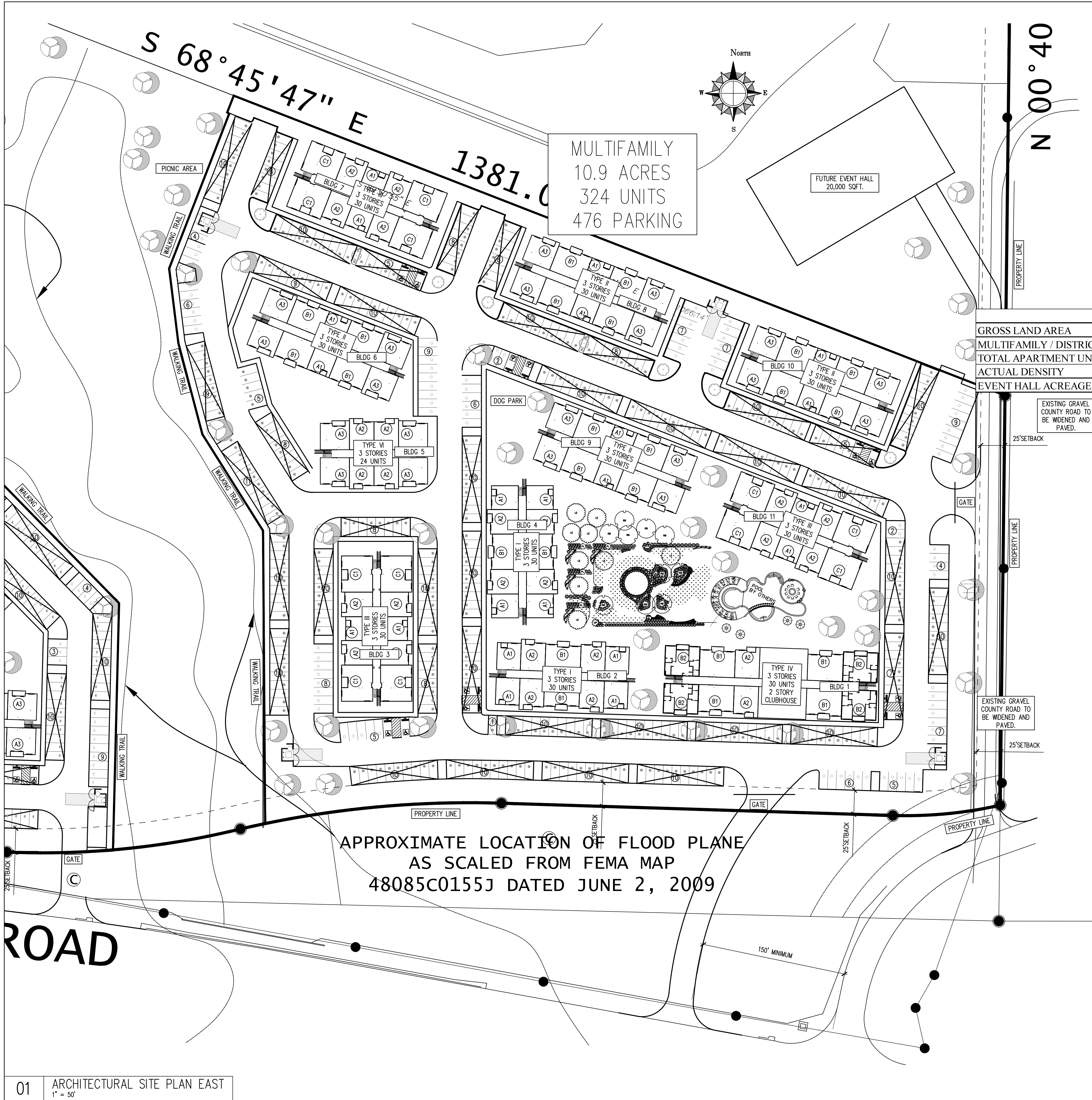
NEC of Hwy 75 & Outer Loop

- Landowner: Bhadresh Trivedi
- Applicant: Bohler Engineering
- Project Size: 56 Acres “11ac is water”
- Project Uses:
 - 715-unit Multi-family project “2 developments/phases”
 - Request parking: 1-1 bedroom and 2-2&3 bedrooms
 - Requesting 25% Masonry and 75% Fiber Cement Board
 - Requesting Fencing: Masonry pillars and rod iron & none along green space/trails
 - 21,000sf office building “2-stories”
 - 17,000sf of retail “3-buildings”
 - 80 to 105 key Hotel “3-4 stories”
 - 15,000ft+ Event Center “request 40ft height & allow Airbnb: sleep 30-40 people”
 - Would be built before phase 2 of Multi-family

The developer is proposing a “Planned Development” to control what is built on this property. We fill that a lot of research and study has gone into this planned development. One of the biggest items to point out in our planning of this site is how low this property sits compared to the off ramp, Hwy 75, and the Dam. We are prepared to start construction with in 12 months of approved zoning.

01 ARCHITECTURAL SITE PLAN
1" = 60'





BE 04

PARKING ANALYSIS			
% UNITS PER BEDROOM	TOTAL UNITS PER BEDROOM	PARKING RATIO	TOTAL PARKING
70%	228	1	228
19%	60	2	120
11%	36	2	72
TOTAL REQUIRED MULTIFAMILY			420
TOTAL PROVIDED			476
SURFACE PARKING			87
HC SURFACE PARKING			3
HC VAN PARKING			1
CARPORTS			375
HC CARPORT			10
PARKING RATIO			1.47
REQUIRED COVERED PARKING 75%			357

SITE ANALYSIS EAST	
GROSS LAND AREA	54.859 ACRES
MULTIFAMILY / DISTRICT: R-2 MULTIFAMILY RESIDENTIAL	10.9 ACRES
TOTAL APARTMENT UNITS	324 UNITS
ACTUAL DENSITY	29.72 UNITS / ACRE
EVENT HALL ACREAGE	1 ACRE

NO.	Revision		REVISIONS
	Date		
1.	6/8/2022		CONCEPT DESIGN
1.	7/8/2022		CONCEPT DESIGN

DATE	7/8/2022
ISSUE	CONCEPT DESIGN
PROJECT NUMBER	220506
DRAWN BY	VG

ARCHITECTURAL SITE PLAN
Sheet Name

A1.01

INVESTWELL ARCHITECTS LLC
DESIGNS FOR LIFE

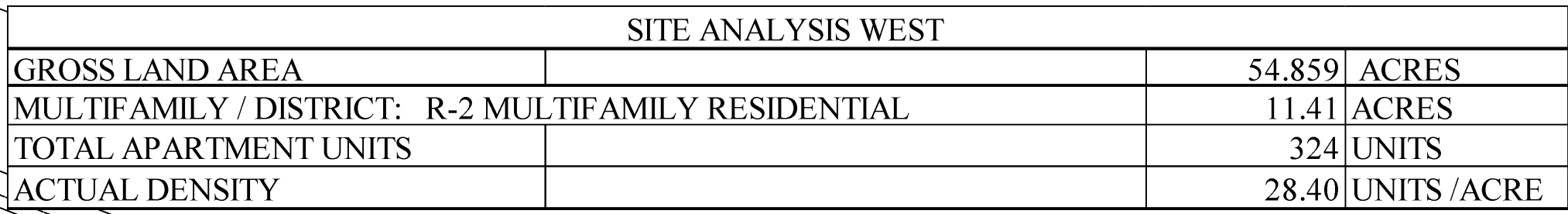
24285 KATY FREEWAY, SUITE 300
KATY, TX 77494
346-387-7177

ANNA
510 MULTIFAMILY UNITS

PROJECT ADDRESS:
US HIGHWAY 75 AND COLLIN COUNTY
ANNA, TX
OWNER NAME:
POSTAL FINANCIAL LLC
2505 OXFORD DR., SUITE 100
PLANO, TX 75025
ATTENTION: BHADRESH TRIVEDI
BHADRESH_TRIVEDI@YAHOO.COM
214-208-5078

Copyright © 2020 INVESTWELL ARCHITECTS, LLC drawings and specifications as instruments of service and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect.

01 ARCHITECTURAL SITE PLAN WEST
1" = 50'



NO.	Revision Date	REVISIONS
1.	6/8/2022	CONCEPT DESIGN
1.	7/8/2022	CONCEPT DESIGN

ANNA
510 MULTIFAMILY UNITS

PROJECT ADDRESS:
US HIGHWAY 75 AND COLLIN COUNTY
ANNA, TX

OWNER NAME:
DOSTI PARTNERS LLC
2504 LOFTSMOOR LN.
PLANO, TX 75025

ATTENTION: BHADRESH TRIVEDI
BHADRESH@AHOOC.COM
214-268-3078



INVESTMENT ARCHITECTS LLC
DESIGNS FOR LIFE

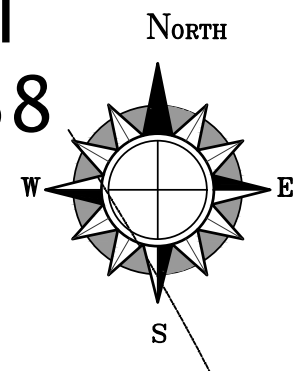
24285 KATY FREEWAY, SUITE 300
KATY, TX 77494
346-387-7177

DATE	7/8/2022
ISSUE	CONCEPT DESIGN
PROJECT NUMBER	220506
DRAWN BY	VG

ARCHITECTURAL SITE PLAN
Sheet Name
A1.02

5 CENTRAL EXPRESSWAY

EWILLIAM D. STEWART
& NORA YVONNE STEWART
VOLUME 4632, PAGE 2238

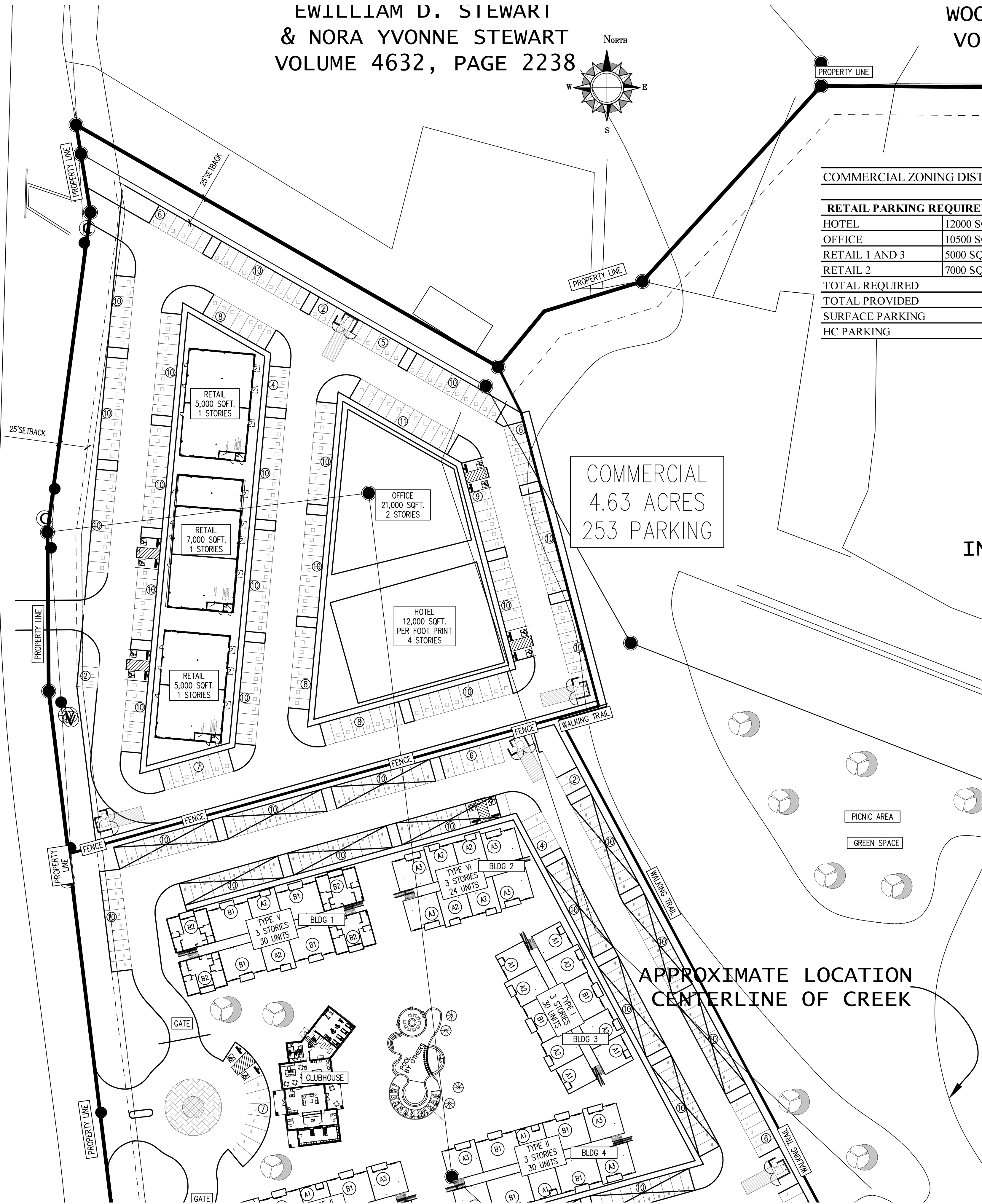


WOC
VO

COMMERCIAL ZONING DISTRICT AREA REGULATION C-2	4.63 ACRES
--	------------

RETAIL PARKING REQUIRED		TOTAL SQFT	PARKING RATIO	REQUIRED
HOTEL	12000 SQFT. FOOT PRINT 4 STORIES	48,000	1.5 PER ROOM	100
OFFICE	10500 SQFT FOOT PRINT 2 STORIES	21,000	3 SPACE /1000 SQFT.	63
RETAIL 1 AND 3	5000 SQFT. EACH	10,000	1 SPACE /200 SQFT.	50
RETAIL 2	7000 SQFT. EACH	7,000	1 SPACE /200 SQFT.	35
TOTAL REQUIRED				248
TOTAL PROVIDED				253
SURFACE PARKING				237
HC PARKING				8

COMMERCIAL
4.63 ACRES
253 PARKING



INVESTWELL ARCHITECTS LLC
DESIGNS FOR LIFE
24285 KATY FREEWAY, SUITE 300
KATY, TX 77494
346-387-7177

ANNA
510 MULTIFAMILY UNITS
PROJECT ADDRESS:
US HIGHWAY 75 AND COLLIN COUNTY
ANNA, TX
OWNER NAME:
POSTAL INVESTMENTS LLC
2500 CRAFTSMAN LN.
PLANO, TX 75025
ATTENTION: BHADRESH TRIVEDI
BHADRESH_TRIVEDI@YAHOO.COM
214-208-5078

NO.	Revision	Date	REVISIONS
1.	6/8/2022		CONCEPT DESIGN
1.	7/8/2022		CONCEPT DESIGN

DATE 7/8/2022

ISSUE CONCEPT DESIGN

PROJECT NUMBER 220506

DRAWN BY VG

ARCHITECTURAL
SITE PLAN

Sheet Name

A1.03

<u>PROJECT DATA SHEET</u>		<u>ANNA WEST</u>		<u>324</u>	<u>APARTMENT UNITS</u>		<u>LOCATION: ANNA, TEXAS</u>			<u>July 8, 2022</u>	
UNIT TYPE		UNIT MIX DESCRIPTION		NET AREA	BALCONY / PATIOS	BALCONY STORAGE	GROSS AREA	NO. OF UNITS	% OF UNITS		
A1		1BR/1BATH/LIVING/DINING		636	37	18	691	90	28%		
A2		1BR/1BATH/LIVING/DINING		720	44	22	786	78	24%		
A3		1BR/1BATH/LIVING/DINING		780	73	25	878	60	19%		
B1		2BR/2BATH/LIVING/DINING		987	75	0	1,062	48	15%		
B2		2BR/2BATH/LIVING/DINING		1,071	69	0	1,140	12	4%		
C1		3BR/2BATH/LIVING/DINING		1,148	72	0	1,220	36	11%		
TOTAL											
Note:											
ACCESSIBLE UNIT 'TYPE A' REQUIREMENT = 2% OF TOTAL UNITS						6.48					
PER IBC 2015 SEC. 1107.6.2.1.2 TYPE B UNITS IN GROUP R-2 OCCUPANCY =						324					

BUILDING ANALYSIS							PARKING ANALYSIS				
UNIT TYPE	BUILDING TYPES	I	II	III	V	VI	NUMBER OF UNITS	% UNITS PER BEDROOM	TOTAL UNITS PER BEDROOM	PARKING RATIO	TOTAL PARKING
	NUMBER OF STORY	3	3	3	3	3					
	QUANTITY PER BUILDING TYPE	2	4	3	1	1					
A1	1BR/1BATH/LIVING/DINING	12	12	6			90	70%	228	1	228
A2	1BR/1BATH/LIVING/DINING	12		12	6	12	78				
A3	1BR/1BATH/LIVING/DINING		12			12	60				
B1	2BR/2BATH/LIVING/DINING	6	6		12		48	19%	60	2	120
B2	2BR/2BATH/LIVING/DINING				12		12				
C1	3BR/2BATH/LIVING/DINING			12			36				
	TOTAL UNITS	60	120	90	30	24	324	TOTAL REQUIRED MULTIFAMILY			420
	TOTAL UNITS PER BUILDING	30	30	30	30	24		TOTAL PROVIDED			468
								SURFACE PARKING			99
								HC SURFACE PARKING			3
								HC VAN PARKING			1
								CARPORTS			355
								HC CARPORT			10
								PARKING RATIO			1.44
								REQUIRED COVERED PARKING 75%			351

SITE ANALYSIS WEST			
GROSS LAND AREA		54.859	ACRES
MULTIFAMILY / DISTRICT: R-2 MULTIFAMILY RESIDENTIAL		11.41	ACRES
TOTAL APARTMENT UNITS		324	UNITS
ACTUAL DENSITY		28.40	UNITS /ACRE

<u>PROJECT DATA SHEET</u>		ANNA EAST		324	APARTMENT UNITS		LOCATION: ANNA, TEXAS		July 8, 2022		
UNIT TYPE		UNIT MIX DESCRIPTION		NET AREA	BALCONY / PATIOS	BALCONY STORAGE	GROSS AREA	NO. OF UNITS	% OF UNITS		
A1		1BR/1BATH/LIVING/DINING		636	37	18	691	90	28%		
A2		1BR/1BATH/LIVING/DINING		720	44	22	786	78	24%		
A3		1BR/1BATH/LIVING/DINING		780	73	25	878	60	19%		
B1		2BR/2BATH/LIVING/DINING		987	75	0	1,062	48	15%		
B2		2BR/2BATH/LIVING/DINING		1,071	69	0	1,140	12	4%		
C1		3BR/2BATH/LIVING/DINING		1,148	72	0	1,220	36	11%		
TOTAL								324	100%		
Note:											
ACCESSIBLE UNIT 'TYPE A' REQUIREMENT = 2% OF TOTAL UNITS										6.48	
PER IBC 2015 SEC. 1107.6.2.1.2 TYPE B UNITS IN GROUP R-2 OCCUPANCY =										324	

BUILDING ANALYSIS							NUMBER OF UNITS	PARKING ANALYSIS			
UNIT TYPE	BUILDING TYPES	I	II	III	V	VI		% UNITS PER BEDROOM	TOTAL UNITS PER BEDROOM	PARKING RATIO	TOTAL PARKING
	NUMBER OF STORY	3	3	3	3	3					
	QUANTITY PER BUILDING TYPE	2	4	3	1	1					
A1	1BR/1BATH/LIVING/DINING	12	12	6			90				
A2	1BR/1BATH/LIVING/DINING	12			6	12	78				
A3	1BR/1BATH/LIVING/DINING		12			12	60				
B1	2BR/2BATH/LIVING/DINING	6	6		12		48	19%	60	2	120
B2	2BR/2BATH/LIVING/DINING				12		12				
C1	3BR/2BATH/LIVING/DINING			12			36				
TOTAL UNITS		60	120	90	30	24	324	TOTAL REQUIRED MULTIFAMILY			420
TOTAL UNITS PER BUILDING		30	30	30	30	24		TOTAL PROVIDED			476
								SURFACE PARKING			87
								HC SURFACE PARKING			3
								HC VAN PARKING			1
								CARPORTS			375
								HC CARPORT			10
								PARKING RATIO			1.47
								REQUIRED COVERED PARKING 75%			357

SITE ANALYSIS EAST			
GROSS LAND AREA		54.859	ACRES
MULTIFAMILY / DISTRICT: R-2 MULTIFAMILY RESIDENTIAL		10.9	ACRES
TOTAL APARTMENT UNITS		324	UNITS
ACTUAL DENSITY		20.72	UNITS / ACRE

SITE ANALYSIS EAST			
GROSS LAND AREA		54.859	ACRES
MULTIFAMILY / DISTRICT: R-2 MULTIFAMILY RESIDENTIAL		10.9	ACRES
TOTAL APARTMENT UNITS		324	UNITS
ACTUAL DENSITY		29.72	UNITS /ACRE
EVENT HALL ACREAGE		1	ACRE

COMMERCIAL ZONING DISTRICT AREA REGULATION C-2	4.63	ACRES
--	------	-------

RETAIL PARKING REQUIRED		TOTAL SQFT	PARKING RATIO	REQUIRED
HOTEL	12000 SQFT. FOOT PRINT 4 STORIES	48,000	1.5 PER ROOM	100
OFFICE	10500 SQFT FOOT PRINT 2 STORIES	21,000	3 SPACE /1000 SQFT.	63
RETAIL 1 AND 3	5000 SQFT. EACH	10,000	1 SPACE /200 SQFT.	50
RETAIL 2	7000 SQFT. EACH	7,000	1 SPACE /200 SQFT.	35
TOTAL REQUIRED				248
TOTAL PROVIDED				253
SURFACE PARKING				237
HC PARKING				8

[illegible]

DATE	7/8/2022
ISSUE	CONCEPT DESIGN
PROJECT NUMBER	220506
DRAWN BY	VG

PROJECT DATA SHEET
Sheet Name
PDS





5,000 to 7,000sqft of Retail per
building |



Item No. 5.c.

City Council Agenda
Planning Staff Report

Meeting Date: 8/9/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Zoning Discussion - East and West sides of S Throckmorton Blvd, south of W. White Street. (Director of Development Services Ross Altobelli)

SUMMARY:

Land Use discussion and direction for a tract of land is located within the **75 Center** which is identified as one of the four Key Centers identified on the Preferred Scenario Diagram within the Anna 2050 Comprehensive Plan.

75 Center

The US 75 corridor is expected to evolve into Anna's primary activity center and will be a regional draw due to its combination of PlaceTypes—Regional Activity Center, Community Commercial, Mixed Use and a range of residential PlaceTypes. The 75 Center will be a major hub for shopping, entertainment, healthcare, recreation, employment and living.

Additionally, the Future Land Use plan has identified this tract of land as "Community Commercial".

COMMUNITY COMMERCIAL (CC)

Character & Intent

Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. Unlike larger shopping centers that may attract regional customers, Community Commercial developments primarily provide services for residents of surrounding neighborhoods. Business types may include restaurants, local retail, medical offices, banks and other retail and services.

Land Use Considerations

Primary Land Use
Retail and Commercial

Secondary Land Use

- + Civic and institutional uses
- + Indicators & Assumptions
- + Lot Size (Range) N/A
- + Typically 5 acres or less; 1 or 2 stories



FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

N/A

ATTACHMENTS:

1. ZC Memo - Council Work Session
2. 2022-08-02_Avilla Waters Creek - CP-B
3. Screen Shot 2022-08-01 at 4.41.22 PM
4. Screen Shot 2022-08-01 at 4.41.39 PM

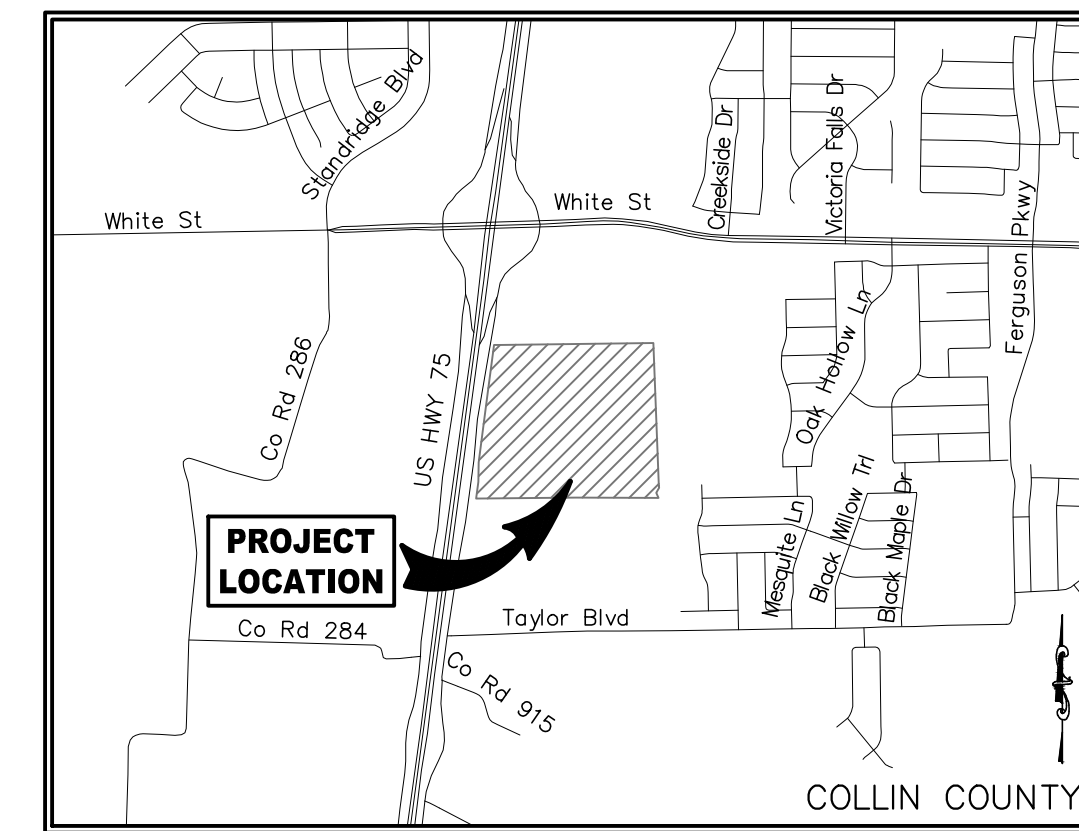
ZC Memo

We are proposing a Zoning Change from a Commercial PD to a Mixed Use PD. The current tract is 60 acres and our proposal includes 26.7 acres of Commercial frontage along US-75, 13.2 acres of Traditional Multi-Family, 20.1 acres of Single Family For Rent, and the remaining 4.7 acres dedicated to public Right of Way and Public Park. Additionally, there is a proposed trail along the Eastern boundary of the property that may be on this property or immediately adjacent, providing connectivity to land uses North and South. The inclusion of a traffic circle will help pedestrian traffic crossing the future Throckmorton Blvd., as well as provide traffic calming without need for a stop light.

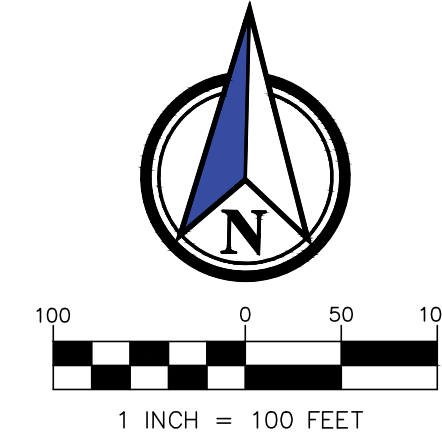
The Commercial land is being retained by the Seller and the 38 acres “in the back” is under contract by our group for the uses mentioned above, both of which would utilize Multifamily base zoning.

The NexMetro tract currently shows 213 homes for a density of 10.6 units per acre and 460 parking spaces which is over a 2:1 ratio. 50% of all parking spaces will be covered. This site plan is comprised of 1bd, 2bd, and 3bd detached homes with open spaces and amenities.

The Multifamily tract currently shows 357 units for a density of 27 units per acre and is estimated to provide 2:1 parking ratio, although these counts are still being finalized. This plan includes 1bd, 2bd, 3bd units. At least 25% of the parking spaces shall be covered and this being finalized along with parking counts.



VICINITY MAP



SITE DATA SUMMARY TABLE							
EXISTING USE:		AGRICULTURE					
PROPOSED USE:		COMMERCIAL / MULTI-FAMILY RESIDENTIAL					
PARENT TRACT AREA:							
	TRACT A	± 11.0	(acres)				
	TRACT B	± 15.7	(acres)				
	TRACT C	± 38.0	(acres)				
	GROSS AREA	± 64.7	(acres)				
TRACT C AREA							
	MULTIFAMILY	± 13.2	(acres)				
	RIGHT OF WAY	± 4.0	(acres)				
	NEXMETRO	± 20.1	(acres)				
	PUBLIC PARK	± 0.7	(acres)				
	GROSS AREA	± 38.0	(acres)				
PROPOSED BUILDINGS: NEXMETRO TRACT		BUILDINGS		UNITS		PARKING	
		NO.	PER BLDG	TOTAL	PER UNIT	TOTAL	
	TYPE 1 (1BR DUPLEX)	34	2	68	2	136	
	TYPE 2 (2BR)	82	1	82	2	164	
	TYPE 3 (3BR)	63	1	63	2	126	
	LEASE OFFICE	1	0	0	5	5	
TOTALS:		180		213	REQUIRED	431	
PARKING PROVIDED:							460
	STANDARD SPACES						50%
	CARPORIT SPACES						25%
	DETACHED GARAGE SPACES						25%
TOTALS:							
DENSITY:		10.6	UNITS / ACRE (NEXMETRO TRACT ONLY)				

PRELIMINARY

**FOR REVIEW ONLY
NOT FOR CONSTRUCTION**

LINCOLN CONSULTING & ENGINEERING
Firm No. 21223

Engineer	JOSHUA A. LINCOLN, P.E.	
P.E. No.	114389	Date
		8/27/2022

LCE & LINCOLN
CONSULTING & ENGINEERING

phone (214) 215-5066
Josh@LincolnCE.com
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WATERS CREEK
64.85 ACRES
City of Anna, Collin County, Texas

CONCEPTUAL SITE LAYOUT (OPTION B)

Scale:	1" = 100'
Designed by:	EMS
Drawn by:	AV
Checked by:	JAL
Date:	August 2, 2022
Project No.	1056-006

CP-B

AVILLA WATERS CREEK - City of Anna, Texas - LC&E PROJECT NO. 1056-00

LUXURY LEASED HOMES... *Redefined*



The Homes

- Attractive single story, detached homes
- Private backyards
- Private entrances/front porches
- High 10-foot ceilings
- Architecture that compliments existing neighborhoods
- **Open floor plans**
- Energy efficient design & construction



The Features

- High-end finishes, materials and appliances
- Granite countertops
- Beautiful wood plank-style flooring
- Stainless steel appliances
- **Full-size microwave, washer & dryer**
- Ceiling fans with lighting
- Pre-wired for cable/internet



Neighborhoods

- Private, gated neighborhoods
- Attractive landscaping and open spaces
- Garages & covered parking
- Resort-style pool, covered BBQ pavilion, dog park
- **Event lawn and open grassy areas**
- Desirable locations
- Trash valet service/24-hour maintenance



A Living Experience Like No Other.

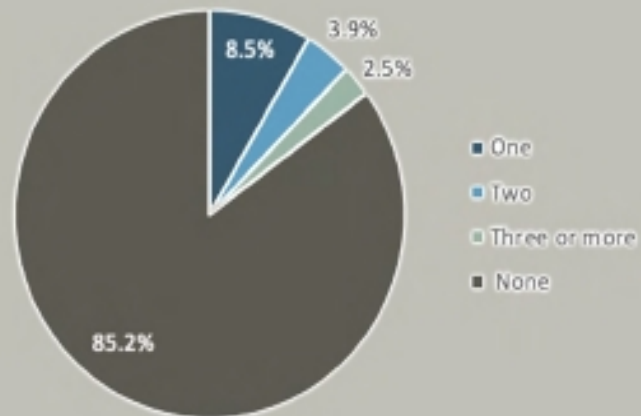
Avilla Homes neighborhoods offer residents more. This is not the typical rental experience. It's the perfect blend of privacy, luxury and carefree living. Our detached homes feature open floor plans, high-end finishes and private backyards all within a gated community.



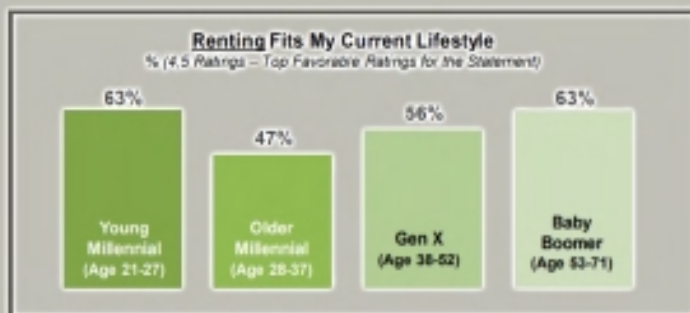
AN IDEAL NEIGHBOR

- Majority are professional millennials, mid-life singles, dual-income couples and empty nesters
- About 25%+ are 55+
- About 60% are women
- Avilla residents typically earn more than apartment renters
- Very few households have children
- 50% of residents formerly lived in a single family home

PRESENCE OF CHILDREN



PROFILE OF TODAY'S RENTER



RENTERS BY CHOICE

- Avilla residents are making a lifestyle choice – they have the means to buy a home, but are choosing to lease
- Avilla residents value luxury, privacy and maintenance-free living over owning at this time in their lives
- Avilla residents are retirees downsizing, people going through life transition (like divorce), or couples early in their careers
- Common employers include: Medical, Hospitality, Public Sector & Office Professional





Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Approve the City Council Minutes for the July 26 meeting. (City Secretary Carrie Land)

SUMMARY:

Approve the City Council minutes for the July 26 meeting.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Draft Minutes CCmin20220726

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

**Regular City Council Meeting
Meeting Minutes**



Tuesday, July 26, 2022 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on July 26, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

Mayor Pike called the meeting to order at 6:35 PM.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Elden Baker noted there was a newspaper article from 1913 regarding the Incorporation of Anna.

4. Reports.

- a. Update on the City of Anna Municipal Complex Construction. (Director of Public Works Greg Peters, P.E.)

Director of Public Works/Project Manager Greg Peters provided City Council with an update on the Municipal Complex Project.

- 1. Scaffolding will be installed in the lobby on Thursday, July 28th to replace the mill work.
- 2. Permanent glass outside the Council Chambers is being installed.
- 3. Front steps and the landing will be repoured and pavers added the week of August 1.
- 4. Demolition of the dials will take place once the lobby is complete.

5. Completion is estimated for the August timeframe.

Mayor Pike stated the Complex will be open to the public on September 6, 2022.

- b. Update on drought conditions and the public water system. (Director of Public Works Greg Peters, P.E.)

The City of Anna formally entered Stage 1 water restrictions in accordance with the Drought Contingency Plan on July 12, 2022. The Public Works Department is continuing to monitor weather conditions and water use data on a daily basis to determine if and when additional steps are required to address high water demand due to excessive heat and dry conditions. Staff presented an update on the status of the drought and water system for City Council discussion.

Due to the extreme drought conditions and water demand exceeding 90% of the community's average daily water supply for three consecutive days, the City of Anna is entering into Stage 2 Water Restrictions on Monday August 1, 2022 to protect the public water supply* and ensure all Anna neighbors have access to adequate volumes of water for use inside the home. *This is a supply issue, not a water quality issue."

5. **Work Session.**

- a. Discuss recommendations from the Planning and Zoning Commission and Capital Improvements Advisory Committee in regards to proposed changes to Roadway, Water, & Sanitary Sewer Impact Fees. (Director of Public Works Greg Peters, P.E.)

Staff presented the findings of the Impact Fee Study completed by Kimley Horn and the recommendations received from the Capital Improvement Advisory Committee. Staff is seeking feedback on the final rates and % of maximum fee by land use, so that an Ordinance may be finalized for adoption in August.

- b. Review and discuss concept plans for the Anna Community Library. (Director of Public Works Greg Peters, P.E., and Neighbor Services Director Marc Marchand)

Anna's neighbors approved Bond Proposition B for a Community Library in May 2021. The City Council created the Anna Public Library Engagement (APLE) Task Force in the fall of 2021 to seek and obtain public engagement and feedback on the scope and program for the project. Following the public input process, the City began conceptual design of the facility earlier this year. The design team has developed concept plans for the interior, exterior, and site.

The concept plans were presented to the APLE Task Force on Tuesday, July 19, 2022 and were well received. The same plans were presented to the City Council for discussion and feedback. The next step will be to engage an architectural firm to develop and complete the construction plans for the building based on the concept plans. Staff expects to select the architecture firm next month, and begin full design of the facility in September.

- c. Discuss progress and options related to Bryant Park, Geer Park and the wheeled sports park project.

Staff presented City Council with draft concept plans for Bryant and Geer Park.

Staff requested feedback from City Council on expanding the wheeled park to the east by .378 acres. City Council directed Staff to keep the park at the original .0945 acres and move forward with construction.

- d. Presentation by Centurion Development with regard to discussion on minor amendment to Council Approved development agreement for Hurricane Creek Project and its related elements

The developer was unable to attend the City Council meeting and Council moved on to the next agenda item.

6. **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.

MOTION: Council Member Toten moved to approve consent items a. through h.. Council Member Ussery seconded. Motion carried 7-0 .

- a. Approve City Council Meeting Minutes for July 12, 2022 and July 13, 2022. (City Secretary Carrie Land)
- b. Approve Minutes of the June 9, 2022, Joint City Council, Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham).
- c. Approve a Resolution approving a Downtown Anna Economic Development Incentive Policy. (Assistant Director of Economic Development Taylor Lough)

The Downtown Master Plan that was adopted by the City Council on April 27, 2021 calls for "the creation and promotion of an incentivized process/program for Downtown development." In conjunction with the creation of the Downtown Anna TIRZ that was adopted by the City Council on December 8, 2021, the Downtown Anna Economic Development Incentive Policy will provide tools to work towards the City Council's vision for a "Vibrant Downtown." The policy provides guidelines for incentives and outlines the approval process. The CDC and EDC Boards unanimously adopted the policy on July 7, 2022.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS

APPROVING A DOWNTOWN ANNA ECONOMIC DEVELOPMENT INCENTIVE POLICY TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE DOWNTOWN NEIGHBORHOOD OF THE CITY OF ANNA; ESTABLISHING GUIDELINES AND CRITERIA; AND PROVIDING AN EFFECTIVE DATE.

- d. Approve an Ordinance adopting the 2022 Annual Service Plan Update to the Service and Assessment Plan and Assessment Roll, including the collection for the 2022-2023 annual installments for the Hurricane Creek Public Improvement District (PID). (Director of Economic Development Joey Grisham)

The Hurricane Creek Public Improvement District was created pursuant to the Public Improvement District (PID) Act and a resolution of the Anna City Council on November 13, 2018. Anna has contracted with P3 Works to provide administrative and management support services associated with Hurricane Creek Public Improvement District.

The P3 Works scope of services includes the annual determination of the special assessments to be collected from the property within the PID boundaries, as well as updating the service and assessment plan and special assessment roll. In compliance with Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually.

This document is the annual update of the Service and Assessment Plan for 2022-2023. This Annual Service Plan update is related to the annual budget for the payment of PID obligations.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING THE 2022 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING THE ASSESSMENT ROLL, FOR THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

- e. Approve an Ordinance adopting the 2022 Annual Service Plan Update to the Service and Assessment Plan and Assessment Roll, including the collection for the 2022-2023 annual installments for the Sherley Tract Public Improvement District (PID). (Director of Economic Development Joey Grisham)

The Sherley Tract Public Improvement District Number Two was created pursuant to the Public Improvement District (PID) Act and a resolution of the Anna City Council on December 8, 2020. Anna has contracted with P3 Works to provide administrative and management support services associated with Sherley Tract Public Improvement District Number Two.

The P3 Works scope of services includes the annual determination of the special assessments to be collected from the property within the PID boundaries, as well as updating the service and assessment plan and special assessment roll. In compliance with Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually.

This document is the annual update of the Service and Assessment Plan for 2022-2023. This Annual Service Plan update is related to the annual budget for the payment of PID obligations.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING THE 2022 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING THE ASSESSMENT ROLL, FOR THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2 IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

- f. Review Monthly Financial Report for the Month Ending June 30, 2022.

The City of Anna's financial policies require the publication of a financial report monthly. This report covers the financial performance for Fiscal Year 2022 through June 30, 2022. Enclosed in the report is an executive dashboard that provides a high level look at major funds along with detailed reporting of sales tax collections.

The financial condition of the City remains strong and the reported funds adhere to fund balance requirements.

- g. Approve the Quarterly Investment Report for the Period Ending June 30, 2022. (Finance Director Alan Guard)

In accordance with the Public Funds Investment Act (PFIA), the City of Anna is required to submit a quarterly report on the investments of all public funds held by the City. The report includes:

- ☐ Review of the City's holdings.
- ☐ Comparison of book vs. market value.
- ☐ Allocation information by fund.
- ☐ Charts showing historical activity.

The City's portfolio as of the quarter ending June 30, 2022 earned an average yield of 0.61%. The total fiscal year-to-date interest earned is \$253,779. The total investments are about the same as the previous quarter.

- h. Approve Resolution approving Collin County Hazard Mitigation Action Plan (Fire Chief Ray Isom)

In order for the City of Anna to receive disaster funding from the Federal Emergency Management Agency (FEMA) should a declaration be declared in Anna, Collin County's multi-hazard mitigation plan must be approved by the Anna City Council in accordance with the Disaster Mitigation Act of 2000. This plan identifies mitigation goals and actions to reduce or eliminate long-term risks and hazards (both natural and man-made) to neighbors and properties within the city limits of Anna. This plan must be updated every five years, reviewed by the Collin County Office of Emergency Management, approved by the Collin County Commissioners Court, and submitted to FEMA for acceptance. The plan has been updated by Chief Isom and is ready for approval by city council. If the plan

fails approval, the City of Anna will not be eligible for federal recovery funds in the event of a disaster declaration

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING THE COLLIN COUNTY HAZARD MITIGATION ACTION PLAN,
JUNE 2022.

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on a Resolution approving an Agreement regarding services including a plan for municipal services regarding 0.02± acre, the northwestern point of the property, generally located on the north side of Sam Rayburn Memorial Highway (S.H. 121), 2,070± feet west of E Farm to Market Road 455. (Director of Development Services Ross Altobelli)

Paragon Realty Group, LLC has submitted a petition to annex 0.02± acre, being the remaining portion of a lot which was not annexed with the majority of the property by Ordinance No. 532-2010, generally located on the north side of Sam Rayburn Memorial Highway (S.H. 121), 2,070± feet west of E Farm to Market Road 455. The Agreement for Services is required by state law prior to approval of annexation.

A RESOLUTION ADOPTING A CONDITIONAL AGREEMENT REGARDING SERVICES RELATED TO ANNEXATION OF A 0.02± ACRE TRACT OF LAND

MOTION: Council Member Toten moved to approve. Mayor Pike seconded. Motion carried 7-0.

- b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance annexing 0.02± acre, the northwestern point of the property, generally located on the north side of Sam Rayburn Memorial Highway (S.H. 121), 2,070± feet west of E Farm to Market Road 455. (Director of Development Services Ross Altobelli)

Paragon Realty Group, LLC has submitted a petition to annex 0.02± acre, being the remaining portion of a lot which was not annexed with the majority of the property by Ordinance No. 532-2010, generally located on the north side of Sam Rayburn Memorial Highway (S.H. 121), 2,070± feet west of E Farm to Market Road 455.

Mayor Pike opened the public hearing at 8:44 PM.

There were no public comments.

Mayor Pike closed the public hearing at 8:44 PM.

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID MUNICIPALITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID MUNICIPAL

CORPORATE LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY AS SET FORTH HEREIN; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Council Member Miller moved to approve. Council Member Carver seconded. Motion carried 7-0.

- c. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 3.0± acres on the north side of Sam Rayburn Highway (S.H. 121), 2,070± feet west of E Farm-to-Market Road 455 from SF-E Single-Family Residential – Large Lot to C-2 General Commercial. (Director of Development Services Ross Altobelli)

Request to rezone 3.0± acres on the north side of Sam Rayburn Highway (S.H. 121), 2,070± feet west of E Farm to Market Road 455 from SF-E Single-Family Residential – Large Lot to C-2 General Commercial.

The request is in conformance with the preferred scenario diagram and comprehensive plan.

The Planning and Zoning Commission recommended approval.

Mayor Pike opened the public hearing at 8:45 PM.

There were no public comments.

Mayor Pike closed the public hearing at 8:45 PM.

(Property rezoned under this ordinance is located on the north side of Sam Rayburn Highway (S.H. 121), 2,070± feet west of E Farm-to-Market Road 455) AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Council Member Carver moved to approve. Council Member Ussery seconded. Motion carried 7-0.

- d. Consider/Discuss/Action on a Resolution regarding Salida Del Sol, Block A, Lot 1 Development Agreement. (Director of Development Services Ross Altobelli)

Mayor Pike recused himself from the meeting. Mayor Pro Tem Miller took over the meeting.

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture.

Approving the development agreement in no way puts an obligation on the City Council to approve the rezoning request. It only puts in place development and design regulations should the decision be made to approve the rezoning request.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH INNOVATIVE INVESTMENTS INC., RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR A TOWNHOME DEVELOPMENT GENERALLY LOCATED ON THE WEST SIDE OF N. RIGGINS STREET, 671± FEET NORTH OF ANTHONY STREET.

MOTION: Council Member Toten moved to approve. Council Member Atchley seconded. Motion failed 3-3.

Council Member Carver would like the buildings to have 30% masonry on the first floor, being complimentary to other building facades.

MOTION: Council Member Toten moved to approve subject to the addition of 30% masonry on the first floor. Council Member Carver seconded. Motion carried 6-0.

- e. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 0.4± acre located on the west side of N. Riggins Street, 670± north of Anthony Street from SF-1 Single-Family Residential District to Planned Development-SF-TH Townhome District with modified development standards. (Director of Development Services Ross Altobelli)

In October 2021 a similar Planned Development request was presented to the city for the subject property (SF-TH Townhome District with modified development standards). The request was associated with an 8-unit townhome development on one lot with modified development standards.

The current zoning request is to allow a six (6) unit townhouse development with modified development standards. The SF-TH district is intended to provide for a medium density residential environment of attached townhome units.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

The Planning & Zoning Commission recommended approval (4-3) with the following Planned Development stipulation

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the SF-TH Townhome District (SF-TH) and the Planning and Development Regulations except as otherwise specified herein.
 - i. Permitted land use: Townhouse
 - ii. Lot Area (feet): 2,500 per unit
 - iii. Min. Lot Width (feet): 16
 - iv. Min. Lot Depth (feet): 95
 - v. Removal of the miscellaneous provision requiring rear entry off-street parking.
 - vi. Single-width driveway allowed to utilize 45% of the residential front yard.
 - vii. Allow mature tree (25 feet or greater) within 25 feet of the nearest overhead utility.
3. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
4. The Concept Plan will expire after two (2) years of approval.

Mayor Pro Tem Miller opened the public hearing at 8: 53 PM.

There were no public comments.

Mayor Pike closed the public hearing at 8:55 PM.

(Property zoned under this ordinance is generally located on the west side of N. Riggins Street, 671± feet north of Anthony Street.) AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Council Member Toten moved to approve. Council Member Carver seconded. Motion carried 6-0.

- f. Consider/Discuss/Action on a Resolution regarding Salida Del Sol, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

Townhouse residences on 0.4± acre located on the west side of N. Riggins Street, 670± feet north of Anthony Street.

This concept plan is associated with the zoning request to amend adopted standards for a single-family townhome development and is contingent upon approval of the zoning case.

The purpose for the concept plan is to show the future townhouse development and related site improvements. The concept plan complies with the zoning district area regulations as requested by the zoning case.

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval of the Concept Plan subject to City Council approval of the zoning request.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR SALIDA DEL SOL, BLOCK A, LOT 1.

MOTION: Council Member Toten moved to approve. Council Member Carver seconded. Motion carried 6-0.

- g. Consider/Discuss/Action on filling a vacancy to the Parks Advisory Board. (City Secretary Carrie Land)

Mayor Pike returned to the meeting.

Staci Martin was removed from the Parks Advisory Board and placed on the Planning and Zoning Commission. This item is to fill that vacancy created.

MOTION: Council Member Miller moved to nominate Don Henke. Council Member Atchley seconded. Motion carried 7-0.

- h. Discuss/Consider/Approve a resolution authorizing the City Manager to execute a payment not to exceed \$62,977 to DGNO Railroad, their subsidiaries, or partners, for the purchase of signal pre-emption equipment for the proposed traffic signal located at State Highway 5 and Finley Boulevard. (Director of Public Works, Greg Peters, P.E.)

The City of Anna completed a traffic study of the intersection of State Highway 5 and Finley Boulevard in the fall of 2021 to determine if the intersection warranted a traffic signal. The study was submitted to TxDOT and approved by TxDOT, with the finding that a new signal is required due to traffic volume during peak traffic times. The existing DART/DGNO rail line running parallel to State Highway 5 requires additional equipment to be installed with the traffic signal, in order to coordinate the signal with oncoming trains.

The typical timeline for TxDOT to install a new traffic signal when a railroad crossing is adjacent is 2 years. The process began in January of 2022, leading to an anticipated completion date of January 2024.

The City has been working with TxDOT to identify ways the City could participate in the process to compress the project timeline, as the City is desiring for the

signal to be installed as fast as possible. On Friday, July 22nd, City staff was able to hold a meeting with TxDOT staff in Collin County and Austin, along with DGNO's engineer to discuss the project timeline and options available to compress the project schedule. It was determined that if the City were to fund the purchase of the signal pre-emption equipment, the coordination and agreements between DGNO Railroad and TxDOT would be significantly decreased, resulting in a time savings of approximately 3 months. The equipment cost is anticipated to not exceed \$62,977.00. As TxDOT and DGNO are starting the coordination process, time is of the essence in making the decision on whether the City will fund the purchase of the equipment. The City is not required to make this purchase, as the intersection is in the TxDOT right-of-way, and the signal is their responsibility.

If this item is approved, the scheduled completion of the project would move from January 1, 2024 to October 1, 2023, based on current estimates of construction time and material/supply arrival. The City will continue to work with TxDOT and DGNO's representatives to identify any additional ways to compress the project schedule.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PAYMENT NOT TO EXCEED \$62,977 TO DALLAS, GARLAND, & NORTHEASTERN RAILROAD, THEIR SUBSIDIARIES OR PROJECT PARTNERS, FOR THE PURCHASE OF RAILROAD SIGNAL PRE-EMPTION EQUIPMENT FOR THE PROPOSED TXDOT TRAFFIC SIGNAL LOCATED AT STATE HIGHWAY 5 AND FINLEY BOULEVARD, ANNA, TEXAS 75409; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Carver moved to approve. Council Member Miller seconded. Motion carried 7-0.

8. 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).
- 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).

- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

MOTION: Council Member Miller moved to enter closed session. Mayor Pike seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 9:10 PM.

Mayor Pike reconvened the meeting at 9:44 PM.

- 9. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda.

No action taken.

- 10. **Adjourn.**

Mayor Pike adjourned the meeting at 9:44 PM.



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022

Staff Contact:

AGENDA ITEM:

Review Minutes from the April 5, 2022, May 3, 2022, and June 21, 2022 Diversity and Inclusion Advisory Commission Meetings. (Assistant to the City Manager Kimberly Winarski)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. April Minutes
2. May Minutes
3. June Minutes

APPROVALS:

Kimberly Winarski, Management Analyst
Jim Proce, City Manager

Created/Initiated - 7/21/2022
Final Approval - 8/3/2022



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N Powell Parkway, Anna, TX 75409

Tuesday, April 5, 2022 @ 6:30 PM

1. **Call to Order, Roll Call, and Establishment of Quorum.** Quorum not met.
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor's Input.**
At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission 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. **Reports.**
 - a. City Developments: Inclusive Easter Eggs.
 - b. Anna Public Library Task Force Update.
 - c. Community Events and Programming Subcommittee Update.
5. **Items For Individual Consideration.**
 - a. April Conversation Starter.
 - b. Consider/Act/Discuss Approval of Minutes from the March 1, 2022 Diversity and Inclusion Advisory Commission Meeting.
6. **Adjourn.**

A handwritten signature in blue ink, appearing to read "Roxxanne Aragon", written over a horizontal line.

Roxxanne Aragon
D&I Commission Chair

A handwritten signature in blue ink, appearing to read "Kimberly Winarski", written over a horizontal line.

Kimberly Winarski
Staff Liaison



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N Powell Parkway, Anna, TX 75409

Tuesday, May 3, 2022 @ 6:30 PM

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

Called to order at 6:30 p.m. Quorum was met. Present: Dyanne Lockridge, Alfredo Fernandez, Sinisa Slavnic, Roxxanne Aragon, Rose Williams, Gina Maria Ottavio, Maria Ervin, and Kimberly Jones. Absent: Pete Cain, Alycia Green, and Blair Benjamin.

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

3. **Neighbor's Input.**

At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission 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.

No comments.

4. **Reports.**

- a. City Developments: Inclusive Easter Eggs. Jeff Freeth gave an update and demonstration of our inclusive Easter Eggs used at our Easter events.
- b. Anna Public Library Task Force Update. Alfredo gave a brief update at the conclusion of the Library Task Force.
- c. Community Events and Programming Subcommittee Update. Staff gave a brief update on the Juneteenth event as well as on a possible community listening for cultural events in the future.

5. **Items For Individual Consideration.**

- a. April Conversation Starter. Roxxanne led the group in a conversation on how to be more inclusive of neighbors with disabilities. Ideas came up about including inclusive elements in our Block Party Trailer and related to parking and events.
- b. May Conversation Starter. Dyanne led the group in a discussion of her life experiences and how they pertain to the generational biases that exist.
- c. Consider/Act/Discuss Approval of Minutes from the March 1, 2022 Diversity and Inclusion Advisory Commission Meeting. Motion to approve by Maria Ervin. Seconded by Gina Maria Ottavio. Motion passed 8-0-0.
- d. Consider/Act/Discuss Approval of Minutes from the April 5, 2022 Diversity and Inclusion Advisory Commission Meeting. Motion to approve by Kimberly Jones.

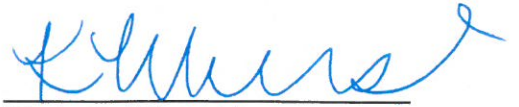
Persons with a disability who want to attend this meeting who may need assistance should contact the Assistant City Manager's office at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

Seconded by Dyanne Lockridge. Motion passed 8-0-0.

6. **Adjourn.** Adjourned at 7:46 p.m.



Roxxanne Aragon
D&I Commission Chair



Kimberly Winarski
Staff Liaison



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N. Powell Parkway

Tuesday, June 21, 2022 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on June 21, 2022, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items below.

1. **Call to Order, Roll Call, and Establishment of Quorum.** The meeting was called to order at 6:38 p.m. Theresa King-Bell, Dallen Morgan, Alfredo Fernandez, and Elijah Nelms were present. Sinisa Slavnic, Christopher Prothro, and Elizabeth M. Knapp were absent.

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

3. **Neighbor's Input.**

At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission 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.

No neighbors comments.

4. **Reports.**

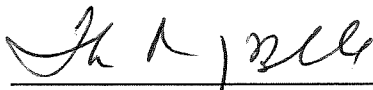
- a. From our Community: Community Events and Projects. Kimberly Winarski gave a brief update to the board about the Juneteenth event and the Neighbor Academy Veteran's project.
- b. Oath of Office.

5. **Items For Individual Consideration.**

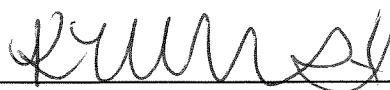
- a. Consider/Act/Discuss Subcommittees for the upcoming year. The staff liaisons for the Community Events and Programming subcommittee as well as the Police and Public Safety subcommittee introduced themselves to the board. The board members decided on which subcommittees they'd like to sit on.

Police and Public Safety – Theresa King-Bell, Elijah Nelms, Elizabeth Knapp
Community Events and Programming – Alfredo Fernandez and Dallen Morgan
Local Business – Alfredo Fernandez and Dallen Morgan
Unassigned – Sinisa Slavnic and Christopher Prothro

- b. Consider/Act/Discuss Electing a Chair. Alfredo Fernandez made a motion to elect Theresa King-Bell as the chair. Dallen Morgan seconded. The motion passed 4-0-0.
 - c. Consider/Act/Discuss Electing a Vice Chair. Theresa King-Bell made a motion to elect Elijah Nelms as the vice chair. Dallen Morgan seconded. The motion passed 4-0-0.
 - d. Consider/Act/Discuss Electing a Secretary. Alfredo Fernandez made a motion to elect Dallen Morgan as the secretary. Theresa King-Bell seconded. The motion passed 4-0-0.
 - e. Consider/Act/Discuss approving minutes from the May 3, 2022 Diversity and Inclusion Advisory Commission meeting. Theresa King-Bell made a motion to approve the minutes. Dallen Morgan seconded. The motion passed 4-0-0.
6. **Adjourn.** The meeting was adjourned at 7:52 p.m.



Theresa King-Bell
D&I Commission Chair



Kimberly Winarski
Staff Liaison



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022

Staff Contact:

AGENDA ITEM:

Review Minutes of the July 7, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. July 7 2022 CDC EDC Joint Meeting Minutes_Signed

APPROVALS:

Kimberly Garduno, Economic Development Coordinator
Jim Proce, City Manager

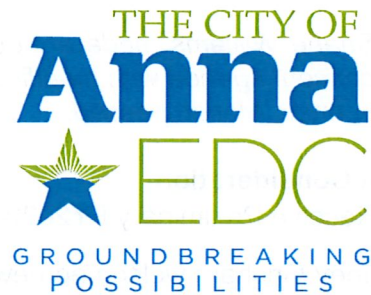
Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

Thursday, July 7, 2022, at 6:00 pm

City of Anna Fire Station EOC Conference Room

305 S. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a meeting at 6:00 p.m. on Thursday, July 7, 2022, at the Anna Fire Station EOC Conference Room, located at 305 S. Powell Parkway (Highway 5) Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: <https://www.annatexas.gov/962/AgendasMinutes>

CDC and EDC Board Members Present: Bruce Norwood, Rocio Gonzalez, Kylee Kelley, Shane Williams, Ronnie Kerr and Gina Maria Ottavio **CDC and EDC Board Members Absent:** Michelle Hawkins. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Chris Talbot (IT Manager), Lee Miller (Mayor Pro Tem), and Pete Cain (Councilmember).

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

The meeting was called to order by Board President Bruce Norwood at **6:05** p.m.

2. Invocation and Pledge of Allegiance.

Invocation and Pledge of Allegiance were led by Bruce Norwood.

3. Neighbor Comments.

None.

4. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the June 9, 2022, Joint City Council, Community Development Corporation and Economic Development Corporation Special-Called Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the June 9, 2022, Joint City Council, Community Development Corporation and Economic Development Corporation Special-Called Meeting. (EDC)

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Shane Williams made a motion on behalf of the CDC and EDC to approve the consent agenda with modification. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

5. Individual Consideration

a. Receive Preliminary FY2022-23 Budget Presentation.

Joey Grisham welcomed new members Ronnie Kerr and Gina Maria-Ottavio and provided a budget presentation for the EDC and CDC. Mr. Grisham shared that the CDC is required to adopt its budget 60 days prior to the City of Anna. He reviewed the continued annual increases in sales tax, CDC revenue, fiscal year 2023 projected revenue, proposed projects such as implementing the Downtown Master Plan, and fund balance projections. The EDC receives no sales tax revenue. As the EDC and CDC both owned the Business Park, the revenue from the sale of the property was split evenly. He stated that the next step was for another meeting before August 1 for budget approval.

b. Consider/Discuss/Act on a resolution updating the expenditure of funds for maintenance and operation of the Inc-Cube security system. (EDC)

Joey Grisham explained that as the EDC has vacated the Inc-Cube and recommended paying off the remaining balance of the Stanley Security contract.

Bruce Norwood made a motion on behalf of the EDC Board authorizing the Economic Development Director to update the expenditure of funds with Stanley Services and charge the EDC's maintenance and building repair line item in an amount not to exceed \$10,502.48 in the Fiscal Year 2021-2022 for operation and management of the security system by Stanley Security for the property located at 312 N. Powell Parkway. Economic Development Director to expend funds for maintenance and operation of the Inc-Cube security system. Kylee Kelley seconded the motion. All were in favor. Motion passed.

c. Consider/Discuss/Act on a resolution adopting a Downtown Anna Incentive Policy. (CDC) (EDC)

Joey Grisham explained that following the creation of the Downtown Master Plan and current rezoning initiative, we expect current and future property owners to need support building new buildings and assist in redevelopment. He also stated that providing incentives for Downtown is necessary to kickstart development.

Gina Maria Ottavio made a motion on behalf of the EDC Board to approve and adopt the Downtown Anna Incentive Policy resolution. Shane Williams seconded the motion. All were in favor. Motion passed.

Gina Maria Ottavio made a motion on behalf of the CDC Board to approve and adopt the Downtown Anna Incentive Policy resolution. Shane Williams seconded the motion. All were in favor. Motion passed.

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

- d. Consider/Discuss/Act on a resolution approving an agreement with Swimming Duck, LLC for digital media services. (CDC)

Shane Williams made a motion on behalf of the CDC Board to take no action on an agreement with Swimming Duck, LLC for digital media services. Kylee Kelley seconded the motion. All were in favor. Motion passed.

6. Director's Report

a. Development Forum

Joey Grisham shared the second annual forum will be held Thursday, July 21st at 9:00 a.m. The event is sponsored by Carey Cox Company. Joey Grisham will provide and update as well as Kent Sharp, Economic Development Director in Sherman.

b. Strategic Plan Update

This past month we sponsored the Chamber golf tournament and attended the Parmore Senior Living Groundbreaking. Assistant Director of Economic Development Taylor Lough was recognized by the Texas City Management Association

c. Special Meeting July 28th and Cancel August 4th Meeting

With travel plans, the Board decided to meet to review the budget Thursday, June 21st at 6:00 p.m. The August 4th meeting will be cancelled. Staff will follow up with the Board as the regularly scheduled meeting is prior to a holiday weekend. Staff may also be attending the Retail Live trade show in Austin September 1st. The Board may choose to meet on September 8th.

d. Financial Report/Sales Tax Update

Sales tax reports were included in the packet. The April sales tax revenue was 31.6% or \$118,649 over April 2021.

7. CLOSED SESSION (exceptions):

- a. **Deliberate regarding the purchase, exchange, lease or value of real property.** (Tex. Gov't Code §551.072) possible property acquisition; possible land sale/purchase; Inc-Cube Building.

- b. **Consult with legal counsel 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); Grant program; Lease agreement and professional services contract.

c. Discuss or deliberate Economic Development Negotiations:

- (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board 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) Anna Business Park Property; potential retail and medical projects.

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Shane Williams made a motion to enter closed session. Bruce Norwood seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 7:10 p.m.

8. Reconvene into open session and take any action on closed session items.

Rocio Gonzalez made a motion to reconvene into open session. Ronnie Kerr seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 8:10 p.m.

9. Receive reports from staff or Board Members about items of community interest.

Bruce Norwood shared that commercial real estate professionals and developers are invited to the Development Forum Thursday, July 21, 2022, at 9:00 a.m.

10. Adjourn.

Kylee Kelley made a motion to adjourn the meeting at 8:12 p.m. Gina Maria-Ottavio seconded the motion. All were in favor. Motion passed.

APPROVED:

A handwritten signature in black ink, appearing to be 'B. Norwood', written over a horizontal line.

Bruce Norwood
President of CDC/EDC

ATTESTED:

A handwritten signature in black ink, appearing to be 'R. Gonzalez', written over a horizontal line.

Rocio Gonzalez
Secretary of CDC/EDC



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Marc Marchand

AGENDA ITEM:

Review the Minutes from the May 16th, 2022 and June 20th, 2022 Parks Advisory Board Meeting (Director of Neighborhood Services Marc Marchand).

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 5-16-2022 Park Advisory Board Meeting Minutes (Signed)

APPROVALS:

Jeff Freeth, Recreation Manager
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022



**MINUTES
ANNA PARKS ADVISORY BOARD MEETING
May 16, 2022**

The Parks Advisory Board of the City of Anna met at 6:00 PM, on May 16, 2022, at the Anna City Hall, located at 111 North Powell Parkway (Hwy 5), to consider the following items:

1. Call to Order, Roll Call and Establishment of Quorum
 - a. The meeting was called to order at 6:00pm. Members present were Elden Baker, Michelle Clemens, Eirik Hansen, and Mackenzie Jenks. Jon Schwyzer, Joe Crowder and LeQuey Douglas were absent. Staff present included Recreation Manager Jeff Freeth, Neighborhood Services Director Marc Marchand, Park Planning and Development Manager Dalan Walker, and City Council Member Pete Cain.
2. Staff presented a report on Neighborhood Life and Recreation programming and events.
3. Staff presented a report on the mandatory boards and commissions orientation on Saturday, June 4th.
4. Staff presented an update on the Baldwin Park and Henry Clay "Yank" Washington Park sign installations.
5. Staff presented an update on the Bryant Park Phase 1 Project.
6. Staff presented an update on the County Park Bond Project.
7. The Parks Advisory Board and members of the community provided Community input on the design of the Slayter Creek Wheeled Sports Park.
8. Park Minutes
 - a. April 18, 2022

A motion was made by Eirik Hansen, seconded by Elden Baker, to approve the Minutes of the April 18, 2022, meeting. Motion carried 4-0.

9. Adjourn

Eirik Hansen adjourned the meeting at 7:05 pm.

ATTEST:

Marc Marchand, Director of Neighborhood Services



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation Board of Directors, engage and enter into an Agreement for financial and accounting services with Brown, Graham & Company P.C. (Director of Economic Development Joey Grisham)

SUMMARY:

Similar to the Anna HFC, staff recommends the Anna PFC enter into an Agreement with Brown, Graham, & Company for accounting services related to PFC projects.

FINANCIAL IMPACT:

PFC funds will be used to pay for these services.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. 2022 Anna PFC Accounting Services Engagement Letter (v. 7.12.2022)

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022



BROWN, GRAHAM & COMPANY
PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

9009 Mountain Ridge Drive, Ste. 230 • Austin, Texas 78759
512-257-8078 • Fax 512-257-8091 • www.bgc-cpa.com

July 12, 2022

Anna Public Facility Corporation
312 N. Powell Pkwy
P.O. Box 776
Anna, TX 75409

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. So that we can meet your expectations related to the services we will provide.

Preparation of the Financial Statements

You have requested that we prepare the monthly financial statements of Anna Public Facility Corporation (Anna PFC), which include the following four (4) limited liabilities companies (“LLCs”) whose sole member is Anna PFC (collectively “the Corporation”), which comprise the statement of net position as of each month-end effective on the month we are engaged through September 30, 2022, and the related statement of revenues, expenses and change in net position for each month then ended. These financial statements will not include a statement of cash flows and related notes to the financial statements as required by accounting principles generally accepted in the United States of America. We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the Corporation by means of this letter. The services address in this engagement letter does not include annual tax or compilation engagements.

- Palladium East Foster Crossing GP, LLC
- APFC East Foster Holdings, LLC
- APFC East Foster Contractor, LLC
- APFC East Foster Development, LLC

Additional services may be requested in writing by the Anna PFC including but not limited to new LLCs, etc. and additional fees will apply as agreed upon by both parties.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP) based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Corporation or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with GAAP. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of GAAP as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- c. The prevention and detection of fraud.
- d. To ensure that the Corporation complies with the laws and regulations applicable to its activities.
- e. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- f. To provide us with:
 - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - ii. Additional information that we may request from you for the purpose of the preparation of the financial statements, and
 - iii. Unrestricted access to persons within the Corporation of whom we determine it necessary to make inquiries.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Bookkeeping and Other Accounting Services

We will provide the various accounting and consulting services as specified in Exhibit A accompanying this letter.

We will not perform management functions or make management decisions for you. However, we may provide advice, research materials, and recommendations to assist you in performing your functions and making decisions. You must agree to perform the following functions in connection with our bookkeeping and other services engagements:

- Make all management decisions and perform all management functions;
- Assign a competent individual to oversee the services;
- Evaluate the adequacy of the services performed;
- Evaluate and accept responsibility for the results of the services performed; and
- Establish and maintain internal controls, including monitoring ongoing activities.

Other Relevant Information

Shannon Andre', CPA is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee estimate is based on the number of hours (including travel time) required by the level of the staff assigned to complete the engagement plus actual out-of-pocket expenditures. Our billing rate is subject to annual increase for at least cost of living increment. Our current hourly rate is as follows:

<u>Staff Level</u>	<u>Hour Rate</u>
Engagement Shareholder	\$315
Retired Shareholder	\$345
Tax Manager	\$195
Associate	\$120

The fee estimates as outlined on the accompanying Exhibit A are based on our experience in working with clients similar to the Corporation and are assuming that (1) we will have anticipated cooperation from the Corporation's personnel by providing us information in a timely manner, (2) the Anna PFC's accounting records for prior years are maintained in accordance with GAAP and are accurate and reconciled up to the start date of our engagement, and (3) the business activities are minimal in the Anna PFC's normal operations.

We will bill once a month and all invoices are payable when presented.

Should you require financial statements for third-party use, we would be pleased to discuss with you the requested level of service. Such engagement would be considered separate and not deemed to be part of the services described in this engagement letter.

In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. A finance charge of 1% per month, which is an annual rate of 12%, will be added to all invoices that remain unpaid for more than 60 days. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. The suspension or termination of our work may result in adverse consequences to you including your failure to meet deadlines imposed by governments, lenders, or other third parties. You agree that we will not be responsible for your failure to meet such deadlines, or for penalties or interest that may be assessed against you resulting from such failure.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We look forward to a continued relationship with your organization, and we are available to discuss the contents of this letter or other professional services you may desire.

We appreciate the opportunity to be of service to you and believe that this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If the foregoing terms are in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Respectfully,

Brown, Graham & Company, P.C.

Brown, Graham & Company, P.C.
Austin, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Anna Public Facility Corporation

Acknowledged and agreed by:

- Anna Public Facility Corporation
- Palladium East Foster Crossing GP, LLC
- APFC East Foster Holdings, LLC
- APFC East Foster Contractor, LLC
- APFC East Foster Development, LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

ACCOUNTING AND CONSULTING SERVICES OUTLINE AND ESTIMATED FEES

- I. One-time upfront services (this one-time upfront fee can be built in and to be paid from the closing of the new deals in the future):**
- a. Accounting and consulting services attributable to the project/partnership (*Estimated cost \$5,200 for the partnership that is to be formed for the Anna East Foster project*):**
- i. Read the Limited Partnership Agreement, Ground Lease Agreement and its related MOU, Development and Co-Development Agreements, Consulting Agreement, Master Contract and Sub-contractor Agreement, Partnership Management Fee Agreement and Incentive Management Fee Agreement and other significant agreements that HFC is involved through its wholly owned LLCs;
 - ii. Reconcile initial loan & equity closing statement as compared to the above agreements;
 - iii. Summarize all significant related party transactions between the PFC (or through its LLCs) and the partnership, and
 - iv. Meeting with the Board to go over component unit evaluation, ground lease evaluation and related party transaction summary between the PFC and the limited partnership.
- b. Accounting and consulting services attributable to the current existing LLCs that are created for the Anna East Foster project (Estimated cost for all tasks below is to be \$4,900):**
- i. Read all organizational documents for the LLCs;
 - ii. Create an organizational chart to track all the LLCs in relation with the PFC and the partnership;
 - iii. Initial set up of accounting files and records for the LLCs in QuickBooks;
 - iv. Write up accounting considerations of the blended/discretely presented component unit (all LLCs in relationship to the PFC, and the partnership in relationship to GP LLC);
 - v. Write up accounting consideration of the ground lease (operating lease vs. capital lease);
 - vi. Reconciled significant transactions per the land purchase closing statement or per the initial loan & equity closing statement to all agreements and recorded them in QuickBooks accordingly, and
 - vii. Prepare cash flow analysis due to the PFC and its wholly owned LLCs for the next five years per the above agreements.
- II. Recurring services:**
- a. Annual ongoing services (*Estimated cost \$1,200 for the first year and \$800 thereafter for each partnership*):**
- i. Assist the GP LLC to review the audit draft report and draft tax return of the partnership prior to the President of the GP LLC signing the management representation letter for the audit and signing the tax return.

b. Monthly recurring accounting, consulting services and financial statements preparation services for the PFC and current existing LLCs (Estimated monthly cost \$1,500):

- i. Monthly accounts receivable function to prepare invoices for various fees when they become due as well as recording cash receipts and tracking the payment status accordingly;
- ii. Monthly accounts payable function to enter the vendor bills into QuickBooks and process payments accordingly upon the authorization and approval by Anna PFC's personnel for payment processing;
- iii. Preparation and maintenance of monthly reconciliation schedules;
- iv. Reconciliation of amount recorded in the trial balance to the supporting schedules;
- v. Periodic adjustments, among others, as wells as certain other services;
- vi. Preparation of monthly combined financial statements (without statement of cash flow and notes to the financial statements) including a supplemental schedule of a combining financial statements (with individual columns for each entity), and
- vii. Monitor the various fees due to LLCs.

c. Annual recurring services for the assistance to interact and provide the information to the external auditor (Estimated annual cost \$2,400 - \$4,600 – The fee estimate is going to depend on the level of the assistance the external auditor needs. A more accurate estimate can be provided after we have experience in working with the external auditor):

- i. Provide and update the reconciliation schedules to suit the needs of the external auditor;
- ii. Prepare annual financial statements to include statement of cash flows, and
- iii. Prepare notes related to the PFC, the LLCs and the partnership to be included in CAFR.

III. Other accounting functions as requested (charged on our currently hourly rate):

- i. Monthly tele-conference with the Board of Directors (or provision of written presentation for the Board's review) to discuss monthly financial statements;
- ii. Preparation of annual budget or cash flow analysis, and
- iii. Any other services that are not included as part of the monthly or annual recurring services.

IV. Tax services:

- i. One-time service - Entity Election and 168(h) election for the GP LLC (*Estimated cost - \$450 for the GP LLC*);
- ii. One-time services – Set up Texas Franchise account with the Texas Comptroller's Office for the LLCs, if needed (*Estimated cost - \$1,400 for four LLCs*);
- iii. Annual service – Preparation of federal return for the GP LLC (*Estimated cost - \$500*);
- iv. Annual services – Preparation of Texas franchise return filings for all LLCs (*Estimated cost - \$1,200 for four LLC*), and
- v. Annual services – Preparation of Form W-2s/W-3s, Form 1099s, if required (**Will be billed at our standard hourly rate**).



Item No. 6.f.

City Council Agenda
Planning Staff Report

Meeting Date: 8/9/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna Town Square, Block A, Lot 1, Final Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-family residences on one lot on 13.4± acres located at the northwest corner of Finley Boulevard and Florence Way. Zoned: Planned Development (Ord. No. 943-2021 & Ord. No. 627-2013).

The purpose of the final plat is to dedicate lot and block boundaries and easements necessary for the creation of a multiple-family development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The Final Plat is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning and Zoning Commission recommended approval.

ATTACHMENTS:

1. Anna Town Square Block A Lot 1 Locator Map
2. RESOLUTION - (FP) Anna Town Square, Block A, Lot 1
3. Exhibit A (STAMPED) (FP) Anna Town Square, BL A, Lt 1

Final Plat - Anna Town Square, Block A, Lot 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA TOWN SQUARE, BLOCK A, LOT 1, FINAL PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 of the Anna City Code of Ordinances ("Subdivision Regulations"); and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Grand Anna Owner, LLC has submitted an application for the approval of the Anna Town Square, Block A, Lot 1, Final Plat; and

WHEREAS, The Anna Town Square, Block A, Lot 1, Final Plat conforms to the existing zoning; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the Anna Town Square, Block A, Lot 1, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

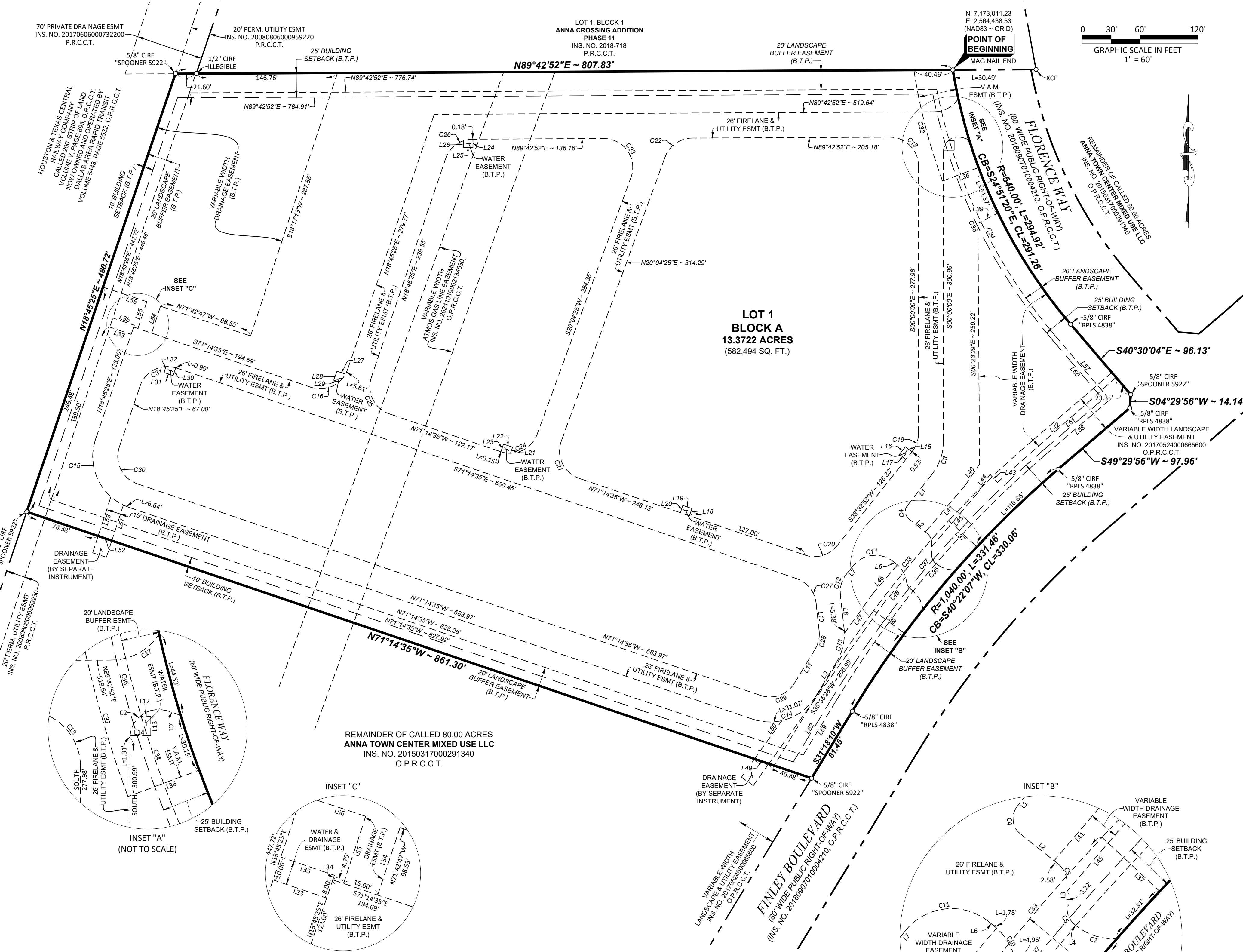
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of August, 2022.

ATTEST:

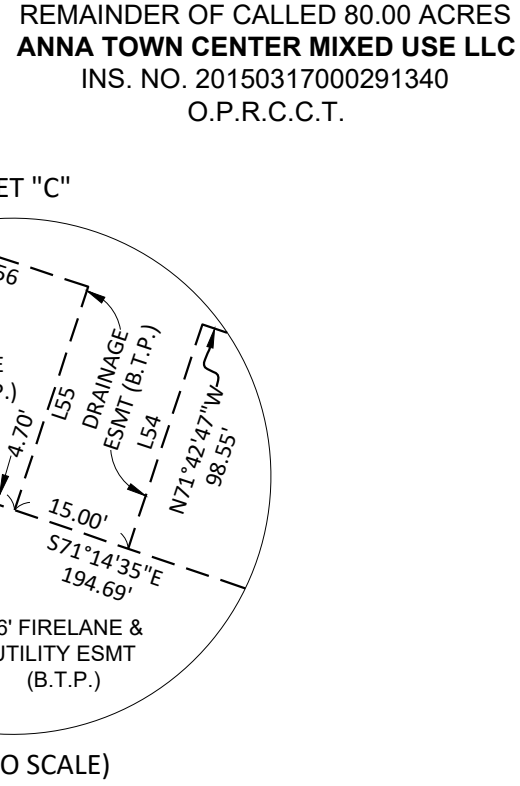
APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S38°17'06\"W	41.11
L2	S51°27'07\"E	24.35
L3	S00°00'00\"E	12.68
L4	S51°27'55\"E	0.86
L5	N51°27'07\"W	2.06
L6	N51°27'07\"W	3.59
L7	S38°32'53\"W	10.52
L8	S06°18'47\"E	34.51
L9	S31°18'10\"W	41.28
L10	N08°18'47\"E	29.48
L11	N31°18'10\"E	41.28
L12	N89°59'49\"E	5.84
L13	S00°00'11\"E	10.00
L14	S89°59'49\"W	10.53
L15	N51°34'34\"W	8.50
L16	S38°32'53\"W	10.00
L17	S51°34'34\"E	8.50
L18	N18°45'25\"E	8.00
L19	N71°14'35\"W	10.00
L20	S18°45'25\"W	8.00
L21	N18°42'31\"E	6.66
L22	N71°14'35\"W	10.00
L23	S18°42'31\"W	8.45
L24	S00°00'11\"E	8.48
L25	S89°42'52\"W	10.00
L26	N00°00'11\"W	6.82
L27	S70°24'18\"E	9.36
L28	N19°35'42\"E	10.00
L29	N70°24'18\"W	5.69
L30	S18°45'25\"W	8.60
L31	N71°14'35\"W	10.00
L32	N18°45'25\"E	6.53



LINE TABLE		
LINE	BEARING	DISTANCE
L33	S71°14'35\"E	23.50
L34	N18°45'25\"E	2.00
L35	N71°14'35\"W	23.50
L36	N69°37'51\"E	40.00
L37	N46°55'41\"W	40.00
L38	S53°23'28\"E	40.00
L39	S63°07'08\"W	23.39
L40	S33°46'17\"W	25.55
L41	S40°26'23\"W	64.91
L42	S48°30'54\"W	164.59
L43	N42°59'37\"W	11.38
L44	S33°46'17\"W	23.49
L45	S40°26'23\"W	73.31
L46	S40°26'23\"W	39.43
L47	S35°35'28\"W	50.74
L48	N40°26'23\"E	34.31
L49	S71°14'35\"E	15.67
L50	S38°32'53\"W	48.97
L51	N18°01'04\"E	38.90
L52	S71°14'35\"E	15.00
L53	S18°01'04\"W	42.87
L54	N18°17'13\"E	29.50
L55	S18°17'13\"W	29.38
L56	S71°42'47\"E	47.96
L57	S40°30'04\"E	86.13
L58	S49°29'56\"W	97.96
L59	S31°18'10\"W	65.40
L60	S40°30'04\"E	81.13
L61	S49°29'56\"W	82.96
L62	S31°18'10\"W	76.76

CURVE TABLE		
CURVE #	RADIUS	CHORD LENGTH
C1	30.00	10.00
C2	15.00	25.88
C3	56.00	37.68
C4	10.00	15.40
C5	12.00	10.78
C6	10.66	9.96
C7	30.00	22.07
C8	30.00	23.37
C9	11.50	8.66
C10	30.00	22.59
C11	30.00	47.12
C12	30.00	23.49
C13	56.00	36.76
C14	56.00	75.70
C15	56.00	87.96
C16	30.00	47.12
C17	30.00	29.68
C18	30.00	47.27
C19	30.00	20.18
C20	30.00	36.76
C21	30.00	47.81
C22	30.00	36.46
C23	30.00	57.78
C24	30.00	47.12
C25	30.00	47.12
C26	30.00	37.15
C27	30.00	34.00
C28	30.00	19.70
C29	30.00	40.55
C30	30.00	47.12
C31	30.00	47.12
C32	560.00	119.24
C33	1080.00	121.82
C34	560.00	288.69
C35	1060.00	337.82
C36	565.00	287.12
C37	1065.00	339.41

LEGEND		
CRF	IRON ROD FOUND	
PERM.	PERMANENT	
ESMT	EASEMENT	
CB	CHORD BEARING	
CL	CHORD LENGTH	
R	RADIUS	
L	ARC LENGTH	
INS. NO.	INSTRUMENT NUMBER	
D.R.C.C.T.	DEED RECORDS,	
	COLLIN COUNTY, TEXAS	
P.R.C.C.T.	PLAT RECORDS	
	COLLIN COUNTY, TEXAS	
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS	
	COLLIN COUNTY, TEXAS	
FND	FOUND	
B.T.P.	BY THIS PLAT	
V.A.M.	VISIBILITY, ACCESS AND MAINTENANCE	
SQ. FT.	SQUARE FEET	
C.C. NO.	COLLIN COUNTY CLERK'S INSTRUMENT NUMBER	

STATE OF TEXAS
COUNTY OF COLLIN

OWNER'S CERTIFICATION

WHEREAS, GRAND ANNA OWNER, LLC is the sole owner of a 13.3722 acre tract of land located in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas, said 13.3722 acre tract of land being all of that same tract of land conveyed to GRAND ANNA OWNER, LLC, by deed thereof filed for record in Collin County Clerk's Instrument No. 20211208002488310, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 13.3722 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail found at the most northerly northeast property corner of the said 13.3722 acre tract, said mag nail found being at the intersection of the south lot line of Lot 1, Block 1, Anna Crossing Addition Phase 11, being an Addition to the City of Anna, Collin County, Texas, according to the plat thereof filed for record in Instrument Number 2018-718, Plat Records, Collin County, Texas, with the west right-of-way line of Florence Way (being an 80 feet wide public right-of-way at this point, as shown on and dedicated by plat of Anna Crossing Phase 7, being an Addition to the City of Anna, Collin County, Texas, according to the plat thereof filed for record in Instrument Number 20180507010004210, O.P.R.C.C.T.), said beginning point having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 7,173,011.23 and E: 2,564,438.53, said beginning point also being at the beginning of a curve to the left having a radius of 540.00 feet;

THENCE departing the said lot line, along the northeast property line of the said 13.3722 acre tract, along the said right-of-way line and along the said curve to the left, an arc length of 294.92 feet and across a chord which bears South 24°51'20\"E, a chord length of 291.26 feet to a 5/8 inch iron rod with a cap stamped \"RPLS 4838\" found;

THENCE continuing along the said property line and along the said right-of-way line the following courses and distances:

South 40°30'04\"E, East, 96.13 feet to a 5/8\" iron rod with cap stamped \"SPOONER 5922\" set;

South 04°29'56\" West, 14.14 feet to a 5/8 inch iron rod with a cap stamped \"RPLS 4838\" found at the intersection of the said west right-of-way line of Florence Way with the northerly right-of-way line of Finley Boulevard (being an 80 feet wide public right-of-way at this point, as shown on and dedicated by the said plat of Anna Crossing Phase 7);

THENCE along the southerly property lines of the said 13.3722 acre tract and along the said northerly right-of-way line of Finley Boulevard the following courses and distances:

South 49°29'56\" West, 97.96 feet to the beginning of a curve to the left having a radius of 1,040.00 feet to a 5/8\" iron rod with cap stamped \"SPOONER 5922\" set;

Along the said curve to the left, an arc length of 331.46 feet and across a chord which bears South 40°22'07\" West, a chord length of 330.06 feet to a 5/8\" iron rod with cap stamped \"SPOONER 5922\" set;

South 31°18'10\" West, 81.45 feet to a 5/8\" iron rod with cap stamped \"SPOONER 5922\" set at the southeast property corner of the said 13.3722 acre tract;

THENCE North 71°14'35\" East, along the south property line of the said 13.3722 acre tract, 861.30 feet to a 5/8\" iron rod with cap stamped \"SPOONER 5922\" set at the southwest property corner of the said 13.3722 acre tract, said rod set being on an easel of the foregoing property line of a tract of land conveyed to Dallas Area Rapid Transit, by deed thereof filed for record in Volume 5443, Page 5532, O.P.R.C.C.T.;

THENCE North 18°45'25\" East, along the west property line of the said 13.3722 acre tract and along the said east property line of the Dallas Area Rapid Transit tract, 480.72 feet to a 5/8\" iron rod with cap stamped \"SPOONER 5922\" set at the northwest property corner of the said 13.3722 acre tract;

THENCE North 89°42'52\" East, along the north property line of the said 13.3722 acre tract, at a distance of 21.60 feet passing a 1/2 inch iron rod with an illegible cap found at the southwest lot corner of said Lot 1, Block 1, Anna Crossing Addition Phase 11, continuing along the said south lot line of Lot 1, in all a total distance of 807.83 feet to the POINT OF BEGINNING.

The herein above described tract of land contains a computed area of 13.3722 acres (582.494 square feet) of land, more or less.

NOW, THEREFORE KNOWN BY ALL MEN THESE PRESENTS:

THAT WE, GRAND ANNA OWNER, LLC, owner, do hereby bind themselves and their heirs, assigns and successors of title this plat designating the hereinabove described property as **LOT 1, BLOCK A, ANNA TOWN SQUARE ADDITION**, an Addition to the City of Anna, and do hereby dedicate to the public use forever the streets, alleys and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, or patrolling without the necessity at any time of procuring the permission of anyone.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Anna, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, or patrolling without the necessity at any time of procuring the permission of anyone.

This plat is hereby adopted by the Owners and approved by the City of Anna (called \"City\") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Lot 1, as shown on the plat is called \"Drainage and Detention Easement.\" The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

The area or areas shown on the plat as \"VAM\" (Visibility, Access and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

Witness my hand this _____ day of _____, 2022.

GRAND ANNA OWNER, LLC

Todd Finley, Manager

CERTIFICATE OF APPROVAL:

APPROVED on this _____ day of _____, 2022, by the City Council, City of Anna, Texas.

Mayor _____

City Secretary _____

OWNER/APPLICANT

GRAND ANNA OWNER, LLC
300 CRESCENT COURT, SUITE 1425
DALLAS, TEXAS 75201
PH: 214-447-8947
ATTN: TODD FINLEY

ENGINEER:

Bowman CONSULTING

SURVEYOR:

SPOONER & ASSOCIATES
OVER 25 YEARS OF SERVICE
309 BYERS STREET, SUITE 100 ELLENS, TEXAS 75029
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900 - S&A 21061.1

6601 DEMOCRACY DRIVE, SUITE 205,
PLANO, TEXAS 75024
PH: (972) 497-2993
ATTN: RYAN SAFFORD, P.E.

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Todd Finley, a duly authorized agent for Grand Anna Owner, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2022.

Notary Public, State of Texas

SURVEYOR'S STATEMENT

I, Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual on-the-ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lancaster.

THIS DOCUMENT IS
PRELIMINARY
FOR REVIEW PURPOSES ONLY
ERIC S. SPOONER, R.P.L.S.
July 18, 2022

Eric S. Spooner, R.P.L.S.
Texas Registration No. 5922
Spooner & Associates, Inc.
TBPLS Firm No. 10054900

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared ERIC S. SPOONER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2022.

Notary Public, State of Texas

GENERAL NOTES

- The bearings, distances and coordinates shown hereon are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, and are based on the North American Datum of 1983, 2011 Adjustment. Coordinates shown are scaled to surface distances at N: 0.0 and E: 0.0 using a combined scale factor of 1.000152710. All areas shown hereon are calculated based on surface measurements.
- According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency, Department of Homeland Security and by graphic plotting only, the subject property appears to be located in Zone \"X\" (areas determined to be outside the 0.2 % annual chance floodplain) as shown on Map No. 48085C0160; map revised June 2, 2009, for Collin County and incorporated areas. This flood statement does not imply that the property and/or structures located in Zone \"X\" will be free from flooding or flood damage. This flood statement shall not create liability on the part of the Surveyor.
- Notice: Setting a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates

* VICINITY MAP *
(NOT TO SCALE)

APPROVED
AUGUST 9, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
AUGUST 1, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

FINAL PLAT OF
ANNA TOWN SQUARE ADDITION

LOT 1, BLOCK A
GRANDERSON STARK SURVEY
ABSTRACT NO. 798,
CITY OF ANNA,
COLLIN COUNTY, TEXAS
1 LOT ~ 13.3722 ACRES
JULY ~ 2022

SHEET 1 OF 1



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the DHI Anna, Block A, Lots 1-3, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-family residences on three lots on 39.7± acres located at the northeast corner of future Throckmorton Boulevard and future Rosamond Parkway. Zoned: Planned Development (Ord. No. 881-2020).

The purpose of the Final Plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the multiple-family residential development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Final Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning and Zoning Commission recommended approval.

ATTACHMENTS:

1. DHI Anna Block A Lots 1-3 Final Plat Locator Map
2. RESOLUTION - (FP) DHI Anna, Block A, Lots 1-3
3. Exhibit A (STAMPED) - DHI Anna, Block A, Lots 1-3 Final Plat

APPROVALS:

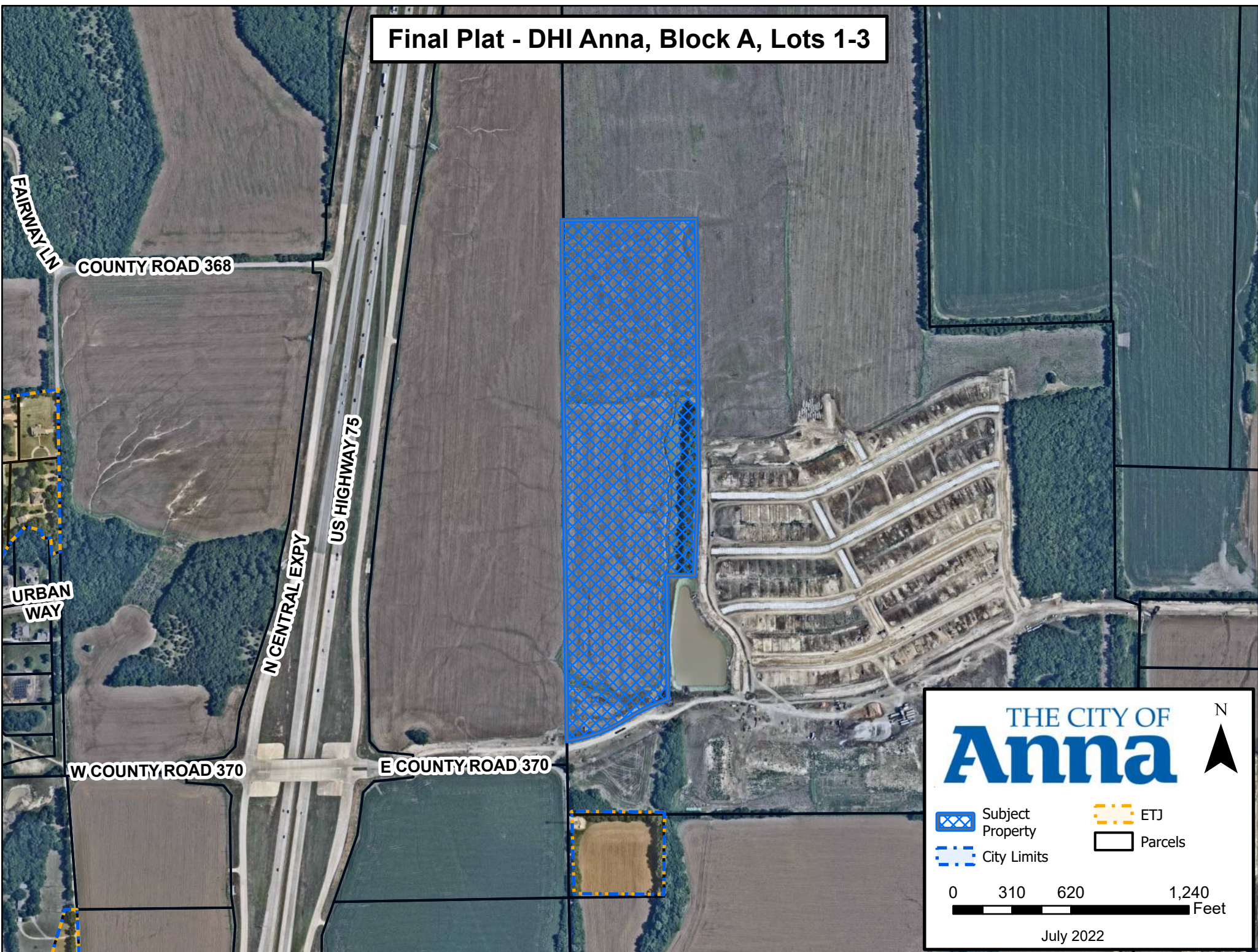
Ross Altobelli, Director of Development Services
Ross Altobelli, Director of Development Services

Created/Initiated - 7/29/2022
Approved - 8/3/2022

Jim Proce, City Manager

Final Approval - 8/3/2022

Final Plat - DHI Anna, Block A, Lots 1-3



THE CITY OF
Anna

N

0 310 620 1,240 Feet

July 2022

Subject Property

City Limits

ETJ

Parcels

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING DHI ANNA, BLOCK A, LOTS 1-3, FINAL PLAT.

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the “City Council”) has adopted Article 9.02 of the Anna City Code of Ordinances (“Subdivision Regulations”); and Article 9.04 (“Zoning Ordinance”) of the Anna City Code of Ordinances; and

WHEREAS, D.R. Horton – Texas, LTD has submitted an application for the approval of the DHI Anna, Block A, Lots 1-3, Final Plat; and

WHEREAS, The DHI Anna, Block A, Lots 1-3, Final Plat conforms to the existing zoning; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the DHI Anna, Block A, Lots 1-3, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of August, 2022.

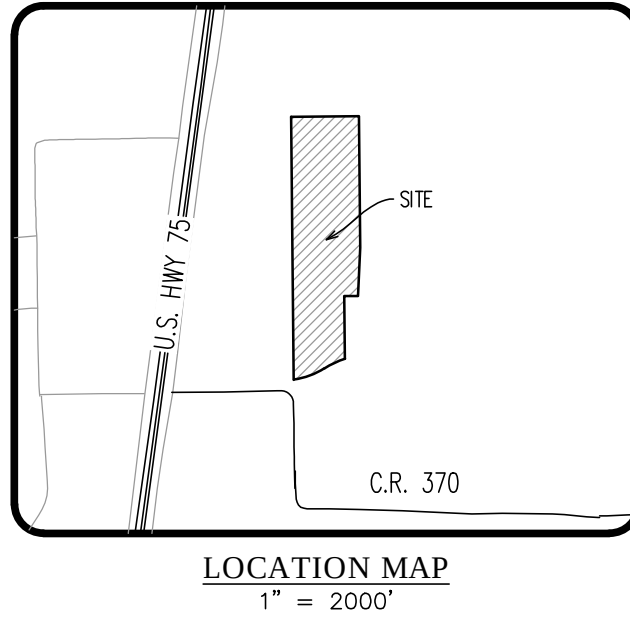
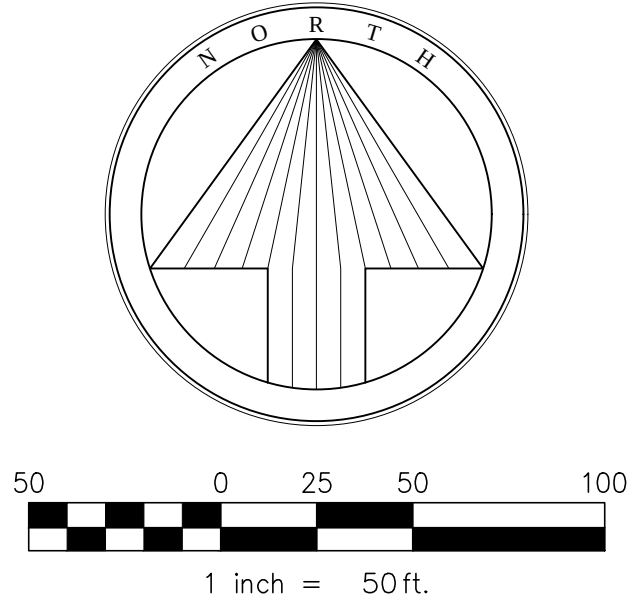
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

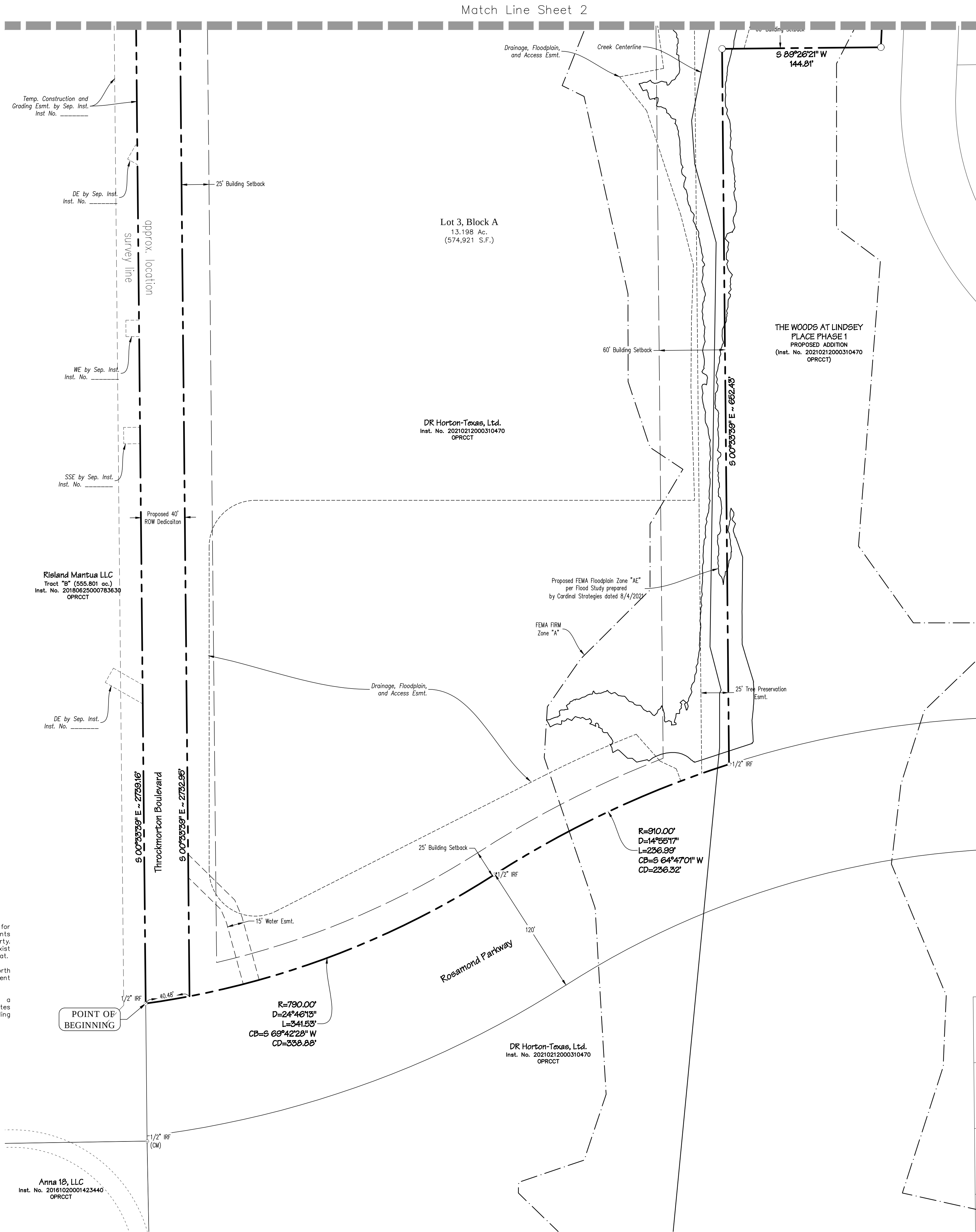
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Plotter by: J:\Plot\100035\21-323.Dwg Date: 7/26/2022 3:26:13 PM



LEGEND	
(Not all items may be applicable)	
○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED
NOTE: IF UNABLE TO SET ACTUAL LOT CORNER, A 5 FOOT OFFSET IRON ROD MAY BE SET WITH A PINK PLASTIC CAP STAMPED "SPIARSENG-5" O/S P.C."	
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IPF	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
UL	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
SE	SIDEWALK EASEMENT
STE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BIP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◆	STREET NAME CHANGE
(A)	BLOCK DESIGNATION
▲	STREET FRONTAGE
Ca	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRCT	DEED RECORDS, COLLIN COUNTY, TEXAS
PRCT	PLAT RECORDS, COLLIN COUNTY, TEXAS
OPRCT	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
DRCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRCT	PLAT RECORDS, DENTON COUNTY, TEXAS
OPRCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
DRCT	DEED RECORDS, DALLAS COUNTY, TEXAS
MRCT	MAP RECORDS, DALLAS COUNTY, TEXAS
OPRCT	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

NOTES:

- This replat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
- Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
- Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
- No protected trees exist on the subject property.



APPROVED
AUGUST 9, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
AUGUST 1, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

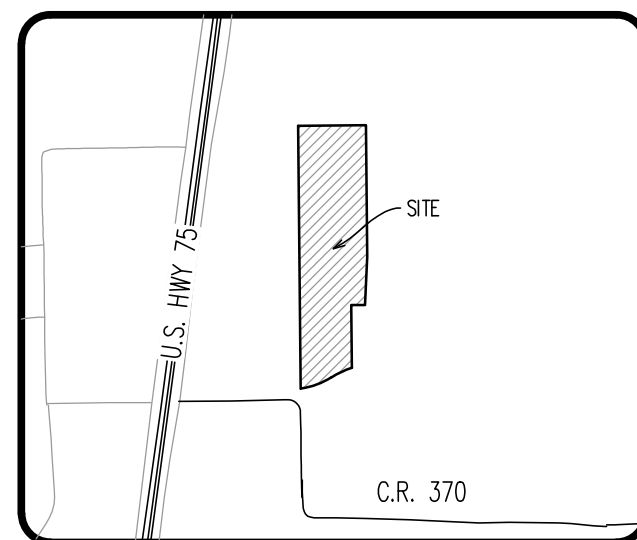
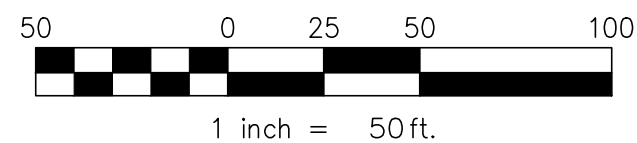
Pg. 1 of 3

FINAL PLAT
DHI ANNA
LOTS 1-3, BLOCK A
BEING 39.655 ACRES GROSS / 37.142 ACRES NET
IN THE
E. WITT SURVEY, ABSTRACT NO. 997
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER
DR Horton-Texas Ltd
4306 Miller Road
Rowlett, TX 75088
Telephone (214) 607-4244
Contact:

DEVELOPER
DHI Communities
1341 Horton Circle
Arlington, TX 76011
Telephone (817) 390-8270
Contact: Eric Overton

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Kevin Wier



LOCATION MAP
1" = 2000'

LEGEND

(Not all items may be applicable)

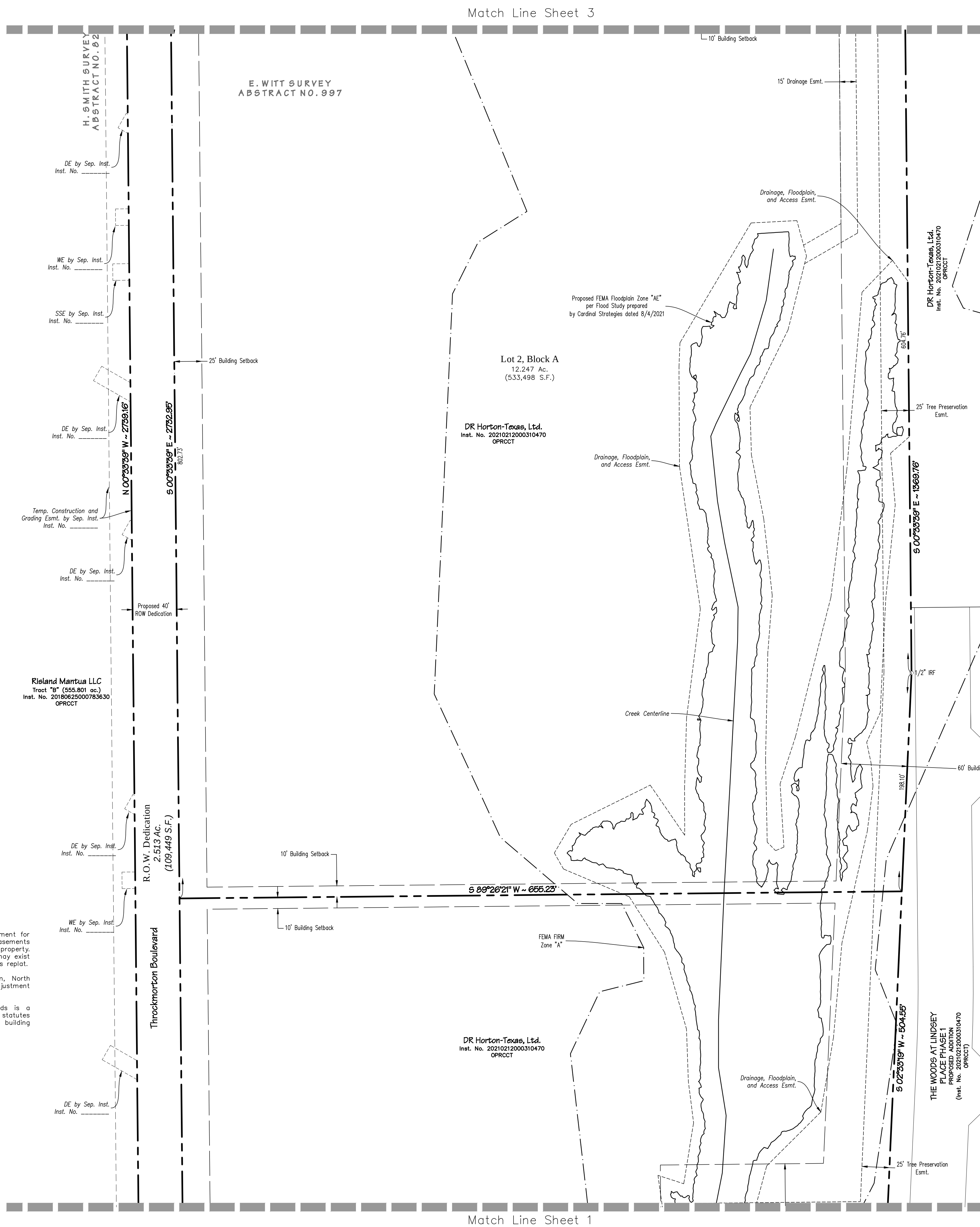
1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED NOTE: IF UNABLE TO SET ACTUAL LOT CORNER, A 5' POK FOOTSET IRON ROD MAY BE SET WITH A PINK PLASTIC CAP STAMPED "SPARSING=5' O/S PC". IRON ROD FOUND CAPPED IRON ROD FOUND IRON PIPE FOUND ALUMINUM MONUMENT FOUND CONTROL, MONUMENT EASEMENT UTILITY DRAINAGE EASEMENT DRAINAGE AND UTILITY EASEMENT UTILITY EASEMENT WATER EASEMENT SANITARY SEWER EASEMENT SE SIDEWALK EASEMENT STREET EASEMENT FIRELANE, ACCESS, & UTILITY EASEMENT WALL MAINTENANCE EASEMENT HIRE HIKE & BIKE TRAIL EASEMENT VISIBILITY, ACCESS & MAINTENANCE EASEMENT	BY THIS PLAT RIGHT-OF-WAY MINIMUM FINISH FLOOR ELEVATION BUILDING LINE STREET NAME CHANGE BLOCK DESIGNATION STREET FRONTAGE CABINET VOLUME PAGE NUMBER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP ORDINANCE NUMBER INSTRUMENT OR DOCUMENT DEED RECORDS, COLLIN COUNTY, TEXAS PLAT RECORDS, COLLIN COUNTY, TEXAS OFFICIAL, PUBLIC RECORDS, COLLIN COUNTY, TEXAS DEED RECORDS, DENTON COUNTY, TEXAS PLAT RECORDS, DENTON COUNTY, TEXAS OFFICIAL, PUBLIC RECORDS, DENTON COUNTY, TEXAS DEED RECORDS, DALLAS COUNTY, TEXAS PLAT RECORDS, DALLAS COUNTY, TEXAS OFFICIAL, PUBLIC RECORDS, DALLAS COUNTY, TEXAS
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NOTES:

1. This replant was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. There are easements, agreements, and other documents may exist that affect the subject property that are not shown on this replant.
2. Basis of bearing: Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983. Adjustments Realization 2011.
3. Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.
4. No protected trees exist on the subject site.

Plotted by: 33061P1Plot Date: 7/28/2002 3:54 AM

Drawing: C:\2002\100008\A\2123323.DWG: P:\6th.dwg B:\SolveIt\B\SolveIt\Bite: SolveIt\Bite 7/26/2002 3:26:33 PM



APPROVED
AUGUST 9, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
AUGUST 1, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A
Pg. 2 of 3

FINAL PLAT

DHI ANNA

LOTS 1-3, BLOCK A

BEING 39.655 ACRES GROSS / 37.142 ACRES NET

IN THE

E. WITT SURVEY, ABSTRACT NO. 997

CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER
DR Horton-Texas Ltd
4306 Miller Road
Rowlett, TX 75088
Telephone (214) 607-4244
Contact:

DEVELOPER
DHI Communities
1341 Horton Circle
Arlington, TX 76011
Telephone (817) 390-8270
Contact: Eric Overton

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Kevin Wier



Item No. 6.h.

City Council Agenda
Planning Staff Report

Meeting Date: 8/9/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the DHI Anna, Block A, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-family residences on one lot on 11.7± acres located at the northeast corner of future Throckmorton Boulevard and future Rosamond Parkway. Zoned: Planned Development (Ord. No. 881-2020).

The purpose of the Site Plan is to show the proposed multiple-family residential development site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning and Zoning Commission recommended approval.

ATTACHMENTS:

1. DHI Anna Block A Lot 1 Site Plan Locator Map
2. RESOLUTION - (SP) DHI Anna, Block A, Lot 1
3. Exhibit A (STAMPED) - DHI Anna Block A, Lot 1 Site Plan

Site Plan - DHI Anna, Block A, Lot 1

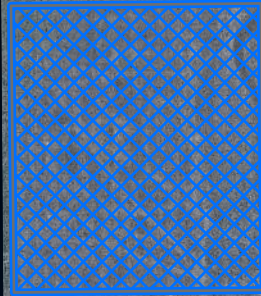
COUNTY ROAD 368

US HIGHWAY 75

N CENTRAL EXPY

W COUNTY ROAD 370

E COUNTY ROAD 370



THE CITY OF
Anna

Legend:

- Subject Property (Blue hatched area)
- City Limits (Blue dashed line)
- ETJ (Orange dashed line)
- Parcels (Black outline)

Scale: 0 255 510 1,020 Feet

July 2022

N

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING DHI ANNA, BLOCK A, LOT 1, SITE PLAN.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, D.R. Horton – Texas, LTD has submitted an application for the approval of the DHI Anna, Block A, Lot 1, Site Plan; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Site Plan

The City Council hereby approves the DHI Anna, Block A, Lot 1, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of August, 2022.

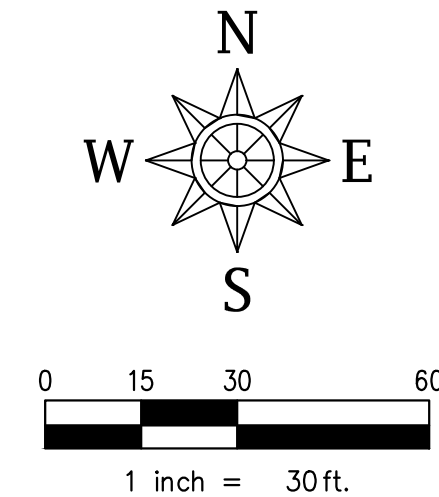
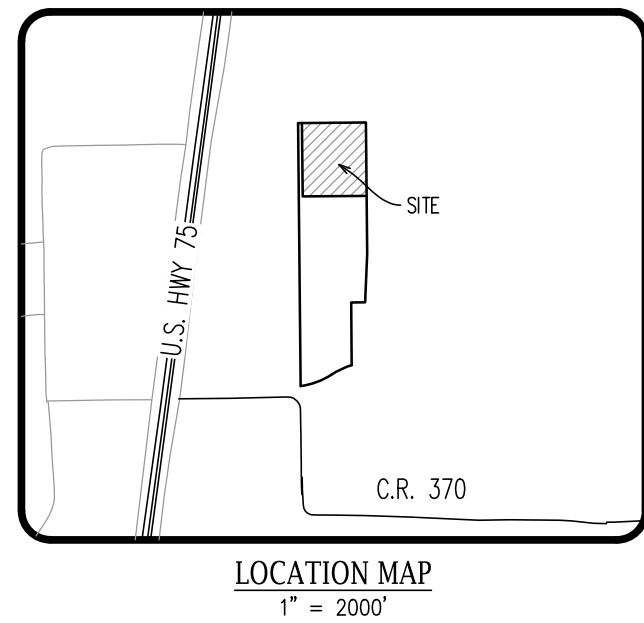
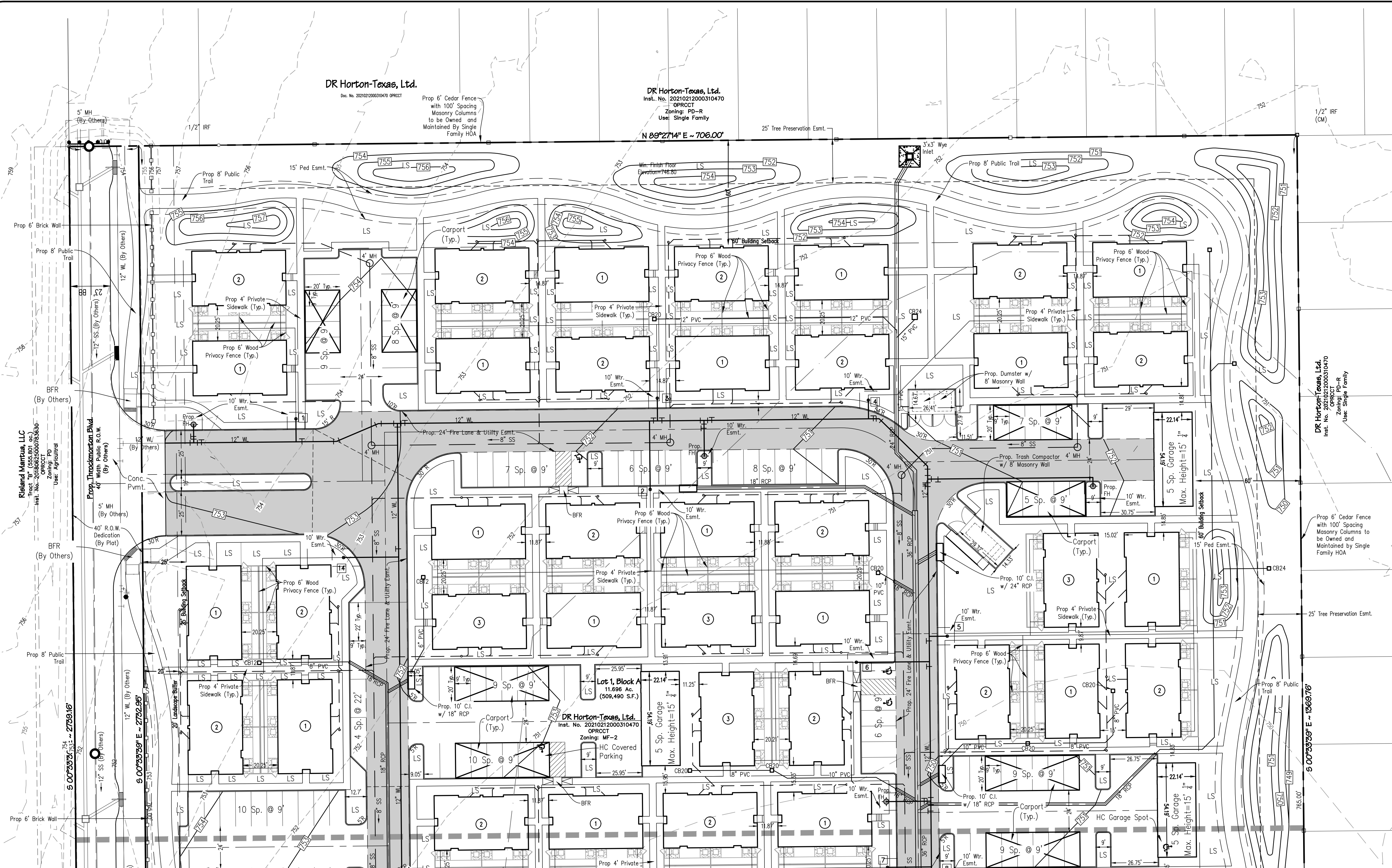
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

Drawing: G:\2021_085\21-323 DHI Anna\CAD\Site Plan.dwg Saved By: Jlobal Date: 7/19/2022 9:24:41 AM



Item	Lot 1
General Site Data	
Zoning (from zoning map)	MF-2
Land Use (from Zoning Ordinance)	Multiple-family dwellings
Lot Area (square feet & acres)	509,490 SF / 11.696 Ac
Building Footprint Area (square feet)	117,766
Total Building Area (square feet)	138,320
Building Height (# stories)	2 (max)
Lot Coverage (percent-x.xx%)	23.11%
Multifamily Units	
# of Studios / Minimum square feet	-
# of 1 bedrooms / Minimum unit size	58 / 830 SF (Gross)
# of 2 bedrooms / Minimum unit size	54 / 1,171 SF (Gross)
# of 3 bedrooms / Minimum unit size	18 / 1,476 SF (Gross)
Total Unit Count	130
Parking	
Parking Ratio (from Zoning Ordinance)	1.5 Spaces / Unit
Required Parking (# spaces)	195
Provided Parking (# spaces)	236
Accessible Parking Required (# spaces)	7
Accessible Parking Provided (# spaces)	7
Landscape Area (including turf areas)	
Required internal landscape area (square feet - 8 square feet per parking space)	1,888
Additional interior landscape area provided (square feet)	209,698
Total Landscape Area (square feet)	211,586

LEGEND

	Proposed Firelane, Access, Drainage & Utility Easement
	Prop. Water Main
	Prop. Water Serv.
	Prop. Sanitary Sewer Main
	Prop. Sanitary Serv.
	Prop. Water Meter
	Prop. Fire Hydrant w/ 6" Serv.
	Prop. 4" SS Manhole
	Prop. Water Valve
	Building Plan (Ref. Figures Below)
	Prop. Covered Parking

APPROVED
AUGUST 9, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
AUGUST 1, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A
Pg. 1 of 2

SITE PLAN
DHI ANNA
IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
E. WITT SURVEY ABSTRACT NO. 997
LOT 1, BLOCK A
509,490 Sq. Ft./11.696 Acres

ENGINEER / SURVEYOR / APPLICANT
Spiers Engineering, Inc.
501 W President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Kevin Wier

OWNER
DR Horton-Texas Ltd
4306 Miller Road
Rowlett, TX 75088
Telephone: (214) 607-4244

Developer
DHI Communities
1341 Horton Circle
Arlington, TX 76011
Telephone: (817) 390-8270
Contact: Eric Overton

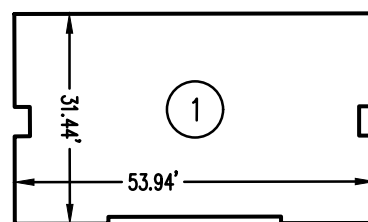
SITE PLAN GENERAL NOTES:

- All proposed paved surfaces will be constructed of concrete.
- All buildings are to be sprinkled

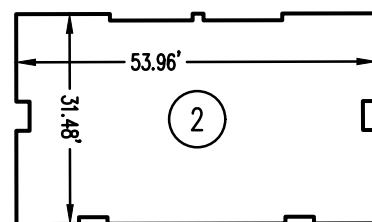
SCREENING/FENCING NOTES:

- A 60-foot wide vegetative buffer shall be provided on the east and north sides of the district where adjacent to a single-family residential district. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3" minimum caliber shall be planted staggered at 25-foot centers with an undulating berm a minimum of three (3) feet in height up to six (6) feet in height. The 60-foot vegetative buffer shall count as the required "60-foot setback from the adjacent property line for buildings in excess of one story in height". (Ordinance No. 881-2020)
- Fencing between single family lots and multi-family development shall consist of a 6' cedar fence with masonry columns at no less than 100-foot intervals. The fence shall be owned and maintained by the single-family development HOA. (Ordinance No. 881-2020)
- Masonry border fence of not less than 6 feet in height or an ornamental metal fence with stone columns at 50-foot intervals with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers is required along any perimeter not abutting a single-family lot. (Ordinance No. 881-2020)

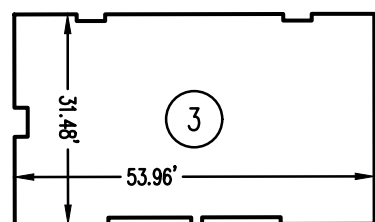
MATCHLINE SHT. 2



Plan 1 Building
(2 Units - 1 Bedroom EA)
1,660 SF (Gross)
1 Story, Max Height = 18'



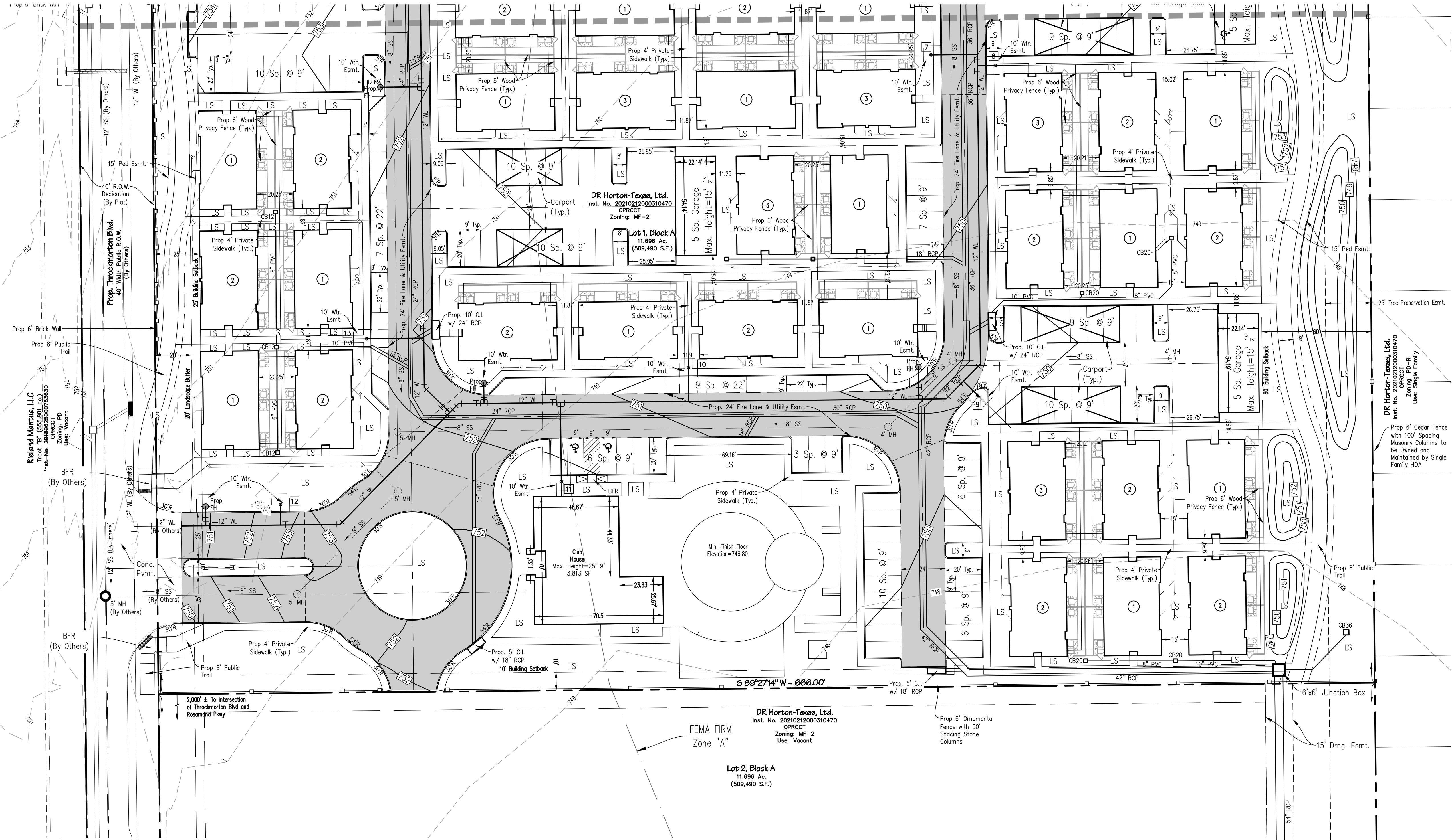
Plan 2 Building
(2 Units - 2 Bedroom EA)
2,356 SF (Gross)
2 Story, Max Height = 28'



Plan 3 Building
(2 Units - 3 Bedroom EA)
2,952 SF (Gross)
2 Story, Max Height = 28'

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Type
1	Domestic	1"	1	6"	Prop.
2	Domestic	2"	1	6"	Prop.
3	Domestic	2"	1	6"	Prop.
4	Domestic	1"	1	6"	Prop.
5	Domestic	2"	1	6"	Prop.
6	Domestic	2"	1	6"	Prop.
7	Domestic	2"	1	6"	Prop.
8	Domestic	2"	1	6"	Prop.
9	Domestic	2"	1	6"	Prop.
10	Domestic	2"	1	6"	Prop.
11	Domestic	2"	1	6"	Prop.
12	Irrigation	2"	1	N/A	Prop.
13	Domestic	2"	1	6"	Prop.
14	Domestic	1"	1	6"	Prop.

MATCHLINE SHT. 1



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Total Landscape Area (square feet)	212,241

LEGEND

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	Prop. Water Main
	Prop. Water Serv.
	Prop. Sanitary Sewer Main
	Prop. Sanitary Serv.
	Prop. Water Meter
	Prop. Fire Hydrant w/ 6" Serv.
	Prop. 4" SS Manhole
	Prop. Water Valve
	Building Plan (Ref. Figures Below)
	Prop. Covered Parking

APPROVED
AUGUST 9, 2022
CITY COUNCIL
CITY OF ANNA

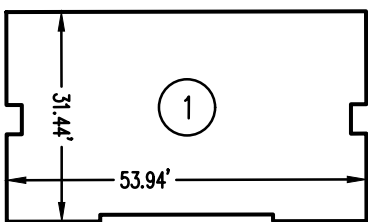
APPROVED
AUGUST 1, 2022
P&Z COMMISSION
CITY OF ANNA

SITE PLAN GENERAL NOTES:

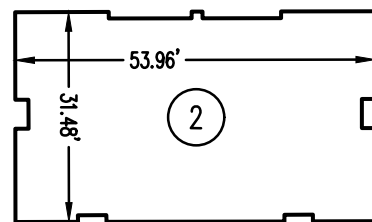
- All proposed paved surfaces will be constructed of concrete.
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SCREENING/FENCING NOTES:

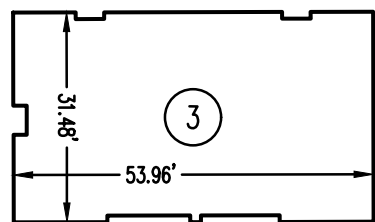
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Plan 1 Building
(2 Units - 1 Bedroom EA)
1,660 SF (Gross)
1 Story, Max Height = 18'



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(2 Units - 2 Bedroom EA)
2,356 SF (Gross)
2 Story, Max Height = 28'



Plan 3 Building
(2 Units - 3 Bedroom EA)
2,952 SF (Gross)
2 Story, Max Height = 26'

Water Meter & Sewer Schedule					
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11	Domestic	2"	1	6"	Prop.
12	Irrigation	2"	1	N/A	Prop.
13	Domestic	2"	1	6"	Prop.
14	Domestic	1"	1	6"	Prop.

Proposed FEMA Floodplain Zone "AE"
per Flood Study prepared
by Cardinal Strategies dated 8/4/2021

Drainage, Floodplain,
and Access Esmt.

EXHIBIT A
Pg. 2 of 2

SITE PLAN
DHI ANNA
IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS
E. WITT SURVEY ABSTRACT NO. 997
LOT 1, BLOCK A
509,490 Sq. Ft./11.696 Acres

ENGINEER / SURVEYOR / APPLICANT
Spiars Engineering, Inc.
501 W President George Bush Hwy, Suite 200
Richardson, TX 75080
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Kevin Wier

OWNER
DR Horton-Texas Ltd
4306 Miller Road
Rowlett, TX 75088
Telephone: (214) 607-4244

Developer
DHI Communities
1341 Horton Circle
Arlington, TX 76011
Telephone: (817) 390-8270
Contact: Eric Overton



Item No. 6.i.

City Council Agenda
Planning Staff Report

Meeting Date: 8/9/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Henbest Addition, Block A, Lots 1 & 2, Replat.
(Director of Development Services Ross Altobelli)

SUMMARY:

Two lots on 5.0± acres located on the east side of S. Bowden Avenue, 780± feet south of W. Bailey Street. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose of the Replat is to subdivide one lot into two lots, dedicate lot and block boundaries, easements, and right-of-way necessary for future development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

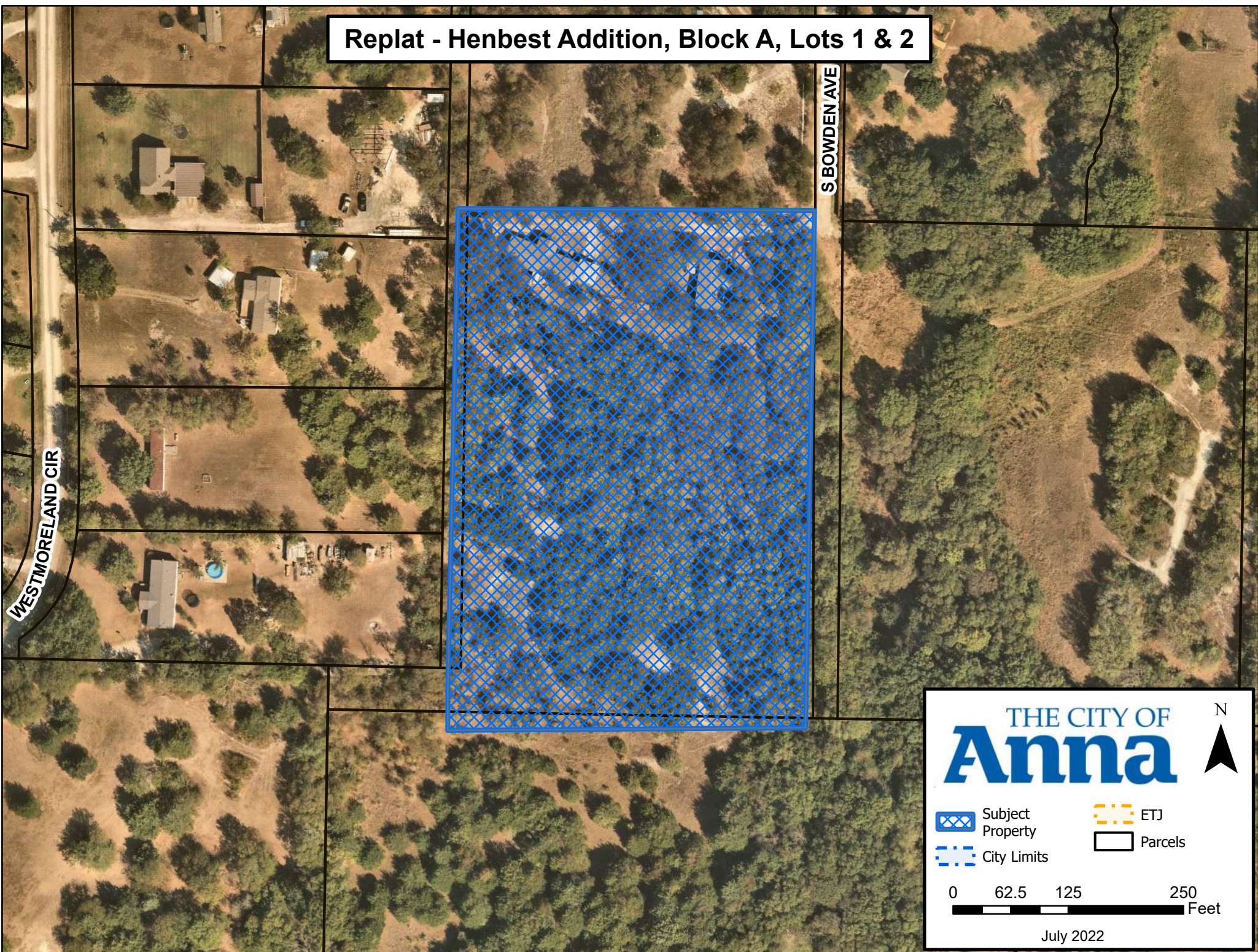
The Replat is in conformance with the city's Subdivision Regulations.

The Planning and Zoning Commission recommend approval.

ATTACHMENTS:

1. Henbest Addition Block A Lots 1 and 2 Locator Map
2. RESOLUTION - (RP) Henbest Addition, Block A, Lots 1 & 2
3. Exhibit A (STAMPED) - Henbest Addition Replat

Replat - Henbest Addition, Block A, Lots 1 & 2



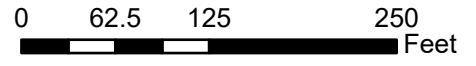
WESTMORELAND CIR

S BOWDEN AVE

THE CITY OF
Anna



-  Subject Property
-  City Limits
-  ETJ
-  Parcels



July 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING HENBEST ADDITION, BLOCK A, LOTS 1 & 2, REPLAT.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulations"); and

WHEREAS, Donald & Glenda Henbest have submitted an application for the approval of the Henbest Addition, Block A, Lots 1 & 2, Replat; and

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Replat.

The City Council hereby approves the Henbest Addition, Block A, Lots 1 & 2, Replat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of August, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve an Ordinance amending Sec. A2.002 (Residential construction permit fees) within Appendix A (Fee Schedule) of the City of Anna Code of Ordinances. (Director of Development Services Ross Altobelli)

SUMMARY:

Staff recently completed a simple market assessment to ensure Anna's fees remain competitive with neighboring cities while at the same time covering costs associated with growth and development.

The city currently charges a flat building permit fee of \$2,400 per unit (Single Family, Duplex, Townhouse, Condominium) whereas the neighboring communities of Celina and Prosper, which face the same development pressures, charge building fees based on proposed square footage.

Celina:

\$1.00 per square foot under roof

Prosper:

- a. \$1040.30 for the first 1,000 sq ft plus .713 for each additional one sq ft up to and including 4,900 sq ft
- b. \$3,824.11 for the first 4,901 sq ft plus .509 for each additional one sq ft up to and including 7,999 sq ft
- c. \$5403.00 for the first 8,000 sq ft plus .30 for each additional one sq ft

The average size for a new single-family residential home in 2020 has been 2,900 square feet. Below are a couple examples of the existing fee comparison between Anna, Celina, and Prosper in relation to different-sized homes.

2,900 Square feet

- Anna: \$2,400
- Celina: \$2,900
- Prosper: \$2,395

3,250 square feet

- Anna: \$2,400
- Celina: \$3,250
- Prosper: \$2,644.55

3,750 square feet

- Anna: \$2,400
- Celina: \$3,750
- Prosper: 3,001.05

Based on these assessments, and to ensure the city maintains it's established base line building permitting fee, staff is recommending modifying the fee structure for structures over 2,700 square feet to be based on square footage to ensuring taxpayers are not subsidizing the cost of private development within the City of Anna.

The proposed fee being recommended is \$0.90 per square foot for single family, duplex, townhouse, and condominium units over 2,700 square feet . The building permit fee for structures 2,700 square feet and below will maintain the existing fee requirement of \$2,400.

Further, staff is recommending that these updated fees go into effect on October 1, 2021. This will allow ample time to notify the development community and time for the development community to plan for the change in fee structure.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Recommended for approval

ATTACHMENTS:

1. Residential construction permit - Fee Ordinance

APPROVALS:

Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING APPENDIX A (FEE SCHEDULE) PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing Schedule of Fees; and

WHEREAS, the City Council of the City of Anna ("City Council") has investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend sections of Article A2.000 (Building Related Fees) within Appendix A (Fee Schedule) of The Anna City Code of Ordinances ("Anna Code") by adjusting rates for permits and inspections to reflect actual costs of administration, plan review, and filed inspections;

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

Section 1. Recitals Incorporated

The above recitals are incorporated herein by reference for all purposes.

Section 2. Amendment

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Article A2.000 (Building Related Fees) of Appendix A (Fee Schedule) are hereby amended as follows;

ARTICLE A2.000 BUILDING RELATED FEES

Sec. A2.004 Miscellaneous permit fees

[...]

(e) Building permit.

(1) \$2,400 up to 2,700 square feet per unit SF, duplex, townhouse, condominium.

(2) \$0.90 per square foot over 2,700 square feet per unit SF, duplex, townhouse, condominium.

(23) \$1,100.00 per unit multifamily.

[...]

Section 3. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 4. **Penalty**

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed the lesser of \$2,000 or the highest amount allowed by applicable law for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

Section 5. **Publication of the Caption and Effective Date**

This ordinance shall be effective upon its passage by the City Council and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

PASSED by the City Council of the City of Anna, Texas this 9th day of August 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Approve an Ordinance amending Article A2.000. Building Related Fees, Sec. A2.004 Miscellaneous permit fees and Sec. A2.008 Annual rental registration within Appendix A (Fee Schedule) of the City of Anna Code of Ordinances.

SUMMARY:

Neighborhood Services is requesting to increase the Annual Rental Registration fee from \$100 to \$250, beginning October 1, 2022. The proposed changes are represented by fees that are revenue neutral and fairly compensate the City for costs incurred for the services provided.

FINANCIAL IMPACT:

These fees are revenue neutral and fairly compensate the City for costs incurred for the services provided in FY2023.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the fee increase as proposed.

ATTACHMENTS:

1. FY2023 Rental Registration Fee ordinance

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A2.000 BUILDING RELATED FEES, SECTION A2.004 AND SECTION A2.008; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing Schedule of Fees; and

WHEREAS, the City Council of the City of Anna ("City Council") has investigated and determined that it would be advantageous and beneficial to the City and its citizen to amend sections of Article A2.000 (Building Related Fees) within Appendix A (Fee Schedule) of The Anna City Code of Ordinances ("Anna Code") by adjusting rates for permits to reflect actual costs of administration;

WHEREAS, the new rental registration rates shall go into effect on October 1, 2022; and

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

Section 1. Recitals Incorporated.

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

Section 2. Amendments to the Anna Code.

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Article A2.000 (Building Related Fees) of Appendix A (Fee Schedule) are hereby amended as follows:

ARTICLE A2.000 BUILDING RELATED FEES

Sec. A2.004 Miscellaneous permit fees

[...]

(p) Annual rental registration ~~\$100.00~~ \$250.00

Sec. A2.008 Annual registration fees and reinspection fees for rental properties and multifamily residential building

(a) Annual rental property registration fee. The annual fee for rental property is ~~\$100.00~~ \$250.00.

(b) Annual multifamily residential building registration fee. The annual fee for registration of a multifamily residential building is ~~\$100.00~~ \$250.00 or \$25.00 per dwelling unit, whichever is greater. The fee for issuing a replacement for a lost, destroyed, or mutilated license is \$25.00.

Section 3. Savings, Repealing and Severability Clauses.

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

Section 4. **Penalty**

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed the lesser of \$2,000 or the highest amount allowed by applicable law for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

Section 5. **Publication of the Caption Hereof and Effective Date.**

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of August 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Taylor Lough

AGENDA ITEM:

Approve a Resolution approving an Interlocal Cooperation Agreement with Collin County for participation in the Downtown Anna Tax Reinvestment Zone Number Six. (Asst. Director of Economic Development Taylor Lough)

SUMMARY:

On May 2, 2022 the Collin County Commissioners Court held a public hearing and voted to unanimously approved participating in the City of Anna TIRZ #6 for Downtown Anna by contributing 50% of the tax increment for a period of 30 years. The City of Anna City Council approved creation of TIRZ #6 on December 14, 2021 with a contribution of 50% of the city's tax increment for 30 years ending on December 31, 2051. This item allows the City Manager to enter into an interlocal agreement with Collin County for the County to contribute an amount equal to fifty percent (50%) of its Tax Increment to the Tax Increment Fund up to the maximum reimbursement amount. The taxable value of the Zone is expected to be \$500 million by the end of its 30-year term.

FINANCIAL IMPACT:

The maximum reimbursement amount is \$8,121,145 of the County's tax increment over the 30 year term of TIRZ #6.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Res Anna TIRZ ILA C03029D20220804CR1
2. Anna TIRZ ILA Unsigned
3. 2789_Commissioners Court Minutes 05-02-2022
4. 52016_2022-05-02 Collin County Commissioners Court Downtown Anna TIRZ Presentation

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION IN REINVESTMENT ZONE NUMBER SIX, CITY OF ANNA, TEXAS (“ZONE”) ENTERED INTO BETWEEN THE CITY OF ANNA (“CITY”) AND THE COUNTY OF COLLIN (“COUNTY”); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement for Participation in Reinvestment Zone Number Six, City of Anna, Texas (the “Interlocal Agreement”) between the City of Anna (the “City”) and the County of Collin, Texas (the “County”), City and County agree to participate in Tax Increment Reinvestment Zone Number Six, City of Anna, Texas (the “Zone”); and

WHEREAS, on December 14, 2021, the City Council of the City of Anna approved Ordinance No. 953-2021 establishing the Zone in accordance with the Tax Increment Financing Act, as V.T.C.A., Tax Code, Chapter 311, (the “Act”), to promote development and redevelopment through the use of tax increment financing and designating the Zone pursuant to the Act; and

WHEREAS, the City, under Ordinance No. 953-2021, contributes fifty percent (50%) of the Tax Increment for a period of thirty (30) years to the Tax Increment Fund for authorized projects for or within the Zone; and

WHEREAS, the County intends to contribute fifty percent (50%) of the Tax Increment for a period of thirty (30) years to the Tax Increment Fund for Project Specific Categories; and

WHEREAS, the County has conducted a public hearing at which interested persons were entitled to speak and present written materials for or against the approval of the County's participation as required in the Texas Tax Code Section 311.003; and

WHEREAS, the Collin County Commissioners Court has found that the terms of the proposed participation as set forth in this Agreement will meet the County Policy for participation in Tax Increment Reinvestment Zones and that: (i) there will be no substantial adverse effect on the provision of the jurisdiction's service or tax base; and (ii) participation will not substantially adversely affect the County's ability to carry out its long-range development plans; and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes the Interlocal Agreement between the City of Anna and the County of Collin; and

WHEREAS, the City Council finds that it is in the public interest to approve the Interlocal Agreement; and

WHEREAS, upon full review and consideration of the Interlocal Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager is authorized to execute the Interlocal Agreement on behalf of the City;

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

SECTION 1. That the City Manager is hereby authorized to execute the Interlocal Agreement, which is attached hereto as **Exhibit 1**, on behalf of the City of Anna.

SECTION 2. That this resolution shall take effect immediately from and after its passage and publication of its caption if required by law.

DULY RESOLVED AND ADOPTED by the City Council of the City of Anna, Texas, this the _____ day of _____ 2022.

CITY OF ANNA, TEXAS

By: _____
Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTERLOCAL COOPERATION AGREEMENT FOR PARTICIPATION IN REINVESTMENT
ZONE NUMBER SIX, CITY OF ANNA, TEXAS**

This Inter-Local Cooperation Agreement for Participation in Reinvestment Zone Number Six, City of Anna, Texas (this “Agreement”) is made by and between the City of Anna, Texas (the “City”) and Collin County, Texas (the “County”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, on December 14, 2021, the City Council of the City approved Ordinance No. 953-2021 establishing Reinvestment Zone Number Six, City of Anna, Texas (the “Zone”) in accordance with the Tax Increment Financing Act, as V.T.C.A., Tax Code, Chapter 311, (the “Act”), to promote development and redevelopment through the use of tax increment financing and designating the Zone pursuant to the Act; and

WHEREAS, the City, by Ordinance No. 935-2021, contributes fifty percent (50%) of the Tax Increment for a period of thirty (30) years to the Tax Increment Fund (hereinafter defined) for design, installation, and construction of Infrastructure (hereinafter defined) and other authorized projects for or within the Zone; and

WHEREAS, the County intends to contribute fifty percent (50%) of the Tax Increment for a period of thirty (30) years to the Tax Increment Fund for Project Specific Categories (hereinafter defined); and

WHEREAS, the County has conducted a public hearing at which interested persons were entitled to speak and present written materials for or against the approval of the County's participation as required in the Texas Tax Code Section 311.003; and

WHEREAS, the Collin County Commissioners Court finds that the terms of the proposed participation as set forth in this Agreement will meet the Collin County Policy for participation in Tax Increment Reinvestment Zones and that: (i) there will be no substantial adverse effect on the provision of the jurisdiction's service or tax base; and (ii) participation will not substantially adversely affect the County's ability to carry out its long-range development plans; and

WHEREAS, the Act authorizes the expenditure of funds derived within a tax increment financing reinvestment zone for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality establishing a reinvestment zone that are listed in the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs as defined by the Act.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“**Act**” shall mean the Tax Increment Financing Act, Chapter 311, Tax Code, as amended.

“**Board**” shall mean the Board of Directors of the Zone as defined by a duly enacted Ordinance of the City Council of the City of Anna, Texas.

“**Captured Appraised Value**” shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the Zone for the year less the Tax Increment Base of the Taxing Unit.

“**City**” shall mean the City of Anna, Texas.

“**County**” shall mean Collin County, Texas.

“**Effective Date**” shall mean the last date of execution hereof.

“**Expiration Date**” shall mean December 31, 2051, or at an earlier time designated by the City through an Ordinance of the City Council or on the date on which all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.

“**Infrastructure**” shall mean all public infrastructure within the Zone, as identified within the Project and Finance Plan, attached hereto as **Exhibit A**. The public infrastructure includes, but is not limited to the following: streets, storm drainage, land acquisition, landscaping, parks and open space, and professional services incidental to the infrastructure's construction.

“**Maximum Reimbursement Amount**” shall mean an amount of no more than Eight Million, One Hundred Twenty-One Thousand, One Hundred Forty-Five Dollars (\$8,121,145) of the County's Tax Increment which shall be deposited in the Tax Increment Fund during the term of the Zone and used for Project Specific Categories and financing costs eligible for County participation as shown in the Project and Finance Plan attached hereto as **Exhibit A**.

“**Project and Finance Plan**” shall mean the project plan and financing plan for the Zone approved by the Board and the City Council for the City as amended, attached as **Exhibit A**.

“**Project Specific Categories**” shall mean Infrastructure elements identified in the Project and Finance Plan towards which the County agrees to contribute its Tax Increment.

“**Tax Increment**” shall mean the total amount of property taxes by a Taxing Unit for the year on the Captured Appraised Value of real property taxable by a Taxing Unit and located in the Zone.

“**Tax Increment Base**” shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the Zone for the year in which the Zone was designated, which is Tax Year 2021.

“**Tax Increment Fund**” shall mean the funds deposited by the City and any Taxing Unit in the tax increment fund for the Zone.

“**Taxing Unit**” shall mean the City, the County, and any other taxing entity that taxes real property within the Zone that enters into an agreement with the City to contribute to the Tax Increment Fund.

“**The Zone**” shall mean Reinvestment Zone Number Six, City of Anna, Texas.

Article II Term

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III TIRZ Projects

3.1 In consideration of the mutual benefits to be derived from the funding of the Infrastructure and in consideration of the increased future tax base generated from this development, the County shall contribute an amount equal to fifty percent (50%) of its Tax Increment to the Tax Increment Fund pursuant to the Act and as authorized by the Collin County Commissioners' Court Order No. 2022-412-05-02 dated Monday, May 2, 2022, not to exceed the Maximum Reimbursement Amount. The County shall annually pay its Tax Increment to the Tax Increment Fund beginning with Tax Year 2022 and continue during the term of the Zone until the Expiration Date, unless sooner terminated as provided herein.

3.2 The County is not obligated to pay the County Tax Increment from any source other than taxes collected on the Captured Appraised Value. Furthermore, the County has no duty or obligation to pay the County Tax Increment from any other County taxes or revenues or until the County Tax Increment in the Zone is actually collected. The obligation to pay the County Tax Increment accrues as taxes representing the County Tax Increment are collected by the County, and payment shall be due on May 1 of each year the County participates in the Zone. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment shall be paid to the Tax Increment Fund. Any portion of the taxes representing the County Tax Increment that are paid to the County and subsequently refunded pursuant to a provision of the Texas Tax Code, as amended, shall be offset against future payments to the Tax Increment Fund.

3.3 Further, the County is not required to pay a Tax Increment into the Tax Increment Fund of the Zone after four (4) years from the date the Zone is created unless the following conditions exist or have been met within the four (4) year period:

- i. the City has acquired property in the Zone pursuant to the Project and Finance Plan; or
- ii. construction of improvements pursuant to the Project and Finance Plan has begun in the Zone; or
- iii. a development agreement (or agreements) has been approved for Infrastructure in the Zone. The obligation of the County to participate in the Zone is limited to the area described in the Project and Finance Plan. The County's participation does not extend to the tax increment on any additional property added to the Zone unless the County specifically agrees to participate in the additional area.

3.4 Notwithstanding anything to the contrary in City's Ordinance creating the Zone, pursuant to the provisions of Section 311.009(a) of the Texas Tax Code, as amended, the County shall have the right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the Zone. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date, and the City shall not fill the County's vacant

seat pending the County's appointment thereto. The County will make good faith efforts to appoint and maintain a person to serve on the Board.

3.5 The City agrees to provide the County with any proposed amendments to the Project and Finance Plan at least fourteen (14) days prior to their submission to the City Council for approval.

3.6 Upon termination of the Zone, and after all obligations of the Zone have been paid, the City and the Board shall pay to the County, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment paid by the County into the Tax Increment Fund.

3.7 The County's Tax Increment contributed to the Tax Increment Fund shall be applied in the following order of priority:

- i. maintenance of a minimum balance of \$5,000 in the Tax Increment Fund; and
- ii. for Infrastructure and financing costs as approved by the Board and the City Council for the City. The Tax Increment Fund may not be used for projects not included in the Project and Finance Plan. The County's tax increment may only be used for Infrastructure costs shown in the Project and Finance Plan, attached hereto as **Exhibit A**.

3.8 No portion of the Tax Increment contributed to the Zone by the County may be paid to the City for administrative fees.

Article IV Termination

This Agreement shall terminate upon any one of the following:

- i. by written agreement of the parties;
- ii. upon the Expiration Date;
- iii. by either party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- iv. upon County contribution of the Maximum Reimbursement Amount to the Tax Increment Fund; or
- v. by the County unless at least one of the following has occurred within four (4) years from the date the Zone is created:
 - a. the City has acquired property in the Zone pursuant to the Project and Finance Plan; or
 - b. construction of improvements pursuant to the Project and Finance Plan has begun in the Zone; or
 - c. a development agreement (or agreements) has been approved for Infrastructure in the Zone.

Article V Miscellaneous

5.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the consent of either party.

5.2 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: City Manager
111 N. Powell Pkwy
City of Anna, Texas 75409

If intended for County, to:

Attn: Judge Chris Hill
Collin County Administration
2300 Bloomdale Road Suite 4192
McKinney, Texas 75071

5.4 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

5.5 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

5.6 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

5.7 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

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

5.9 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument but all of the counterparts shall constitute one and the same instrument.

5.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.11 Approval of Parties. Whenever this Agreement requires or permits the approval or consent to be given by a party, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

5.12 Further Assurances. Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

5.13 Audits. The County may, at its own cost, upon ten (10) days prior written notice to the City, examine and audit the City records pertaining to the collection and expenditure of County Tax Increment contributed to the Tax Increment Fund.

[SIGNATURE PAGE FOLLOWS]

EXECUTED on this ____ day of _____ 2022.

CITY OF ANNA, TEXAS

By: _____
Jim Proce, City Manager

ATTEST:

Carrie L. Land, City Secretary

APPROVED AS TO FORM:

By: _____
Clark McCoy, City Attorney

EXECUTED on this ____ day of _____ 2022.

COLLIN COUNTY, TEXAS

By: _____
Honorable Chris Hill, County Judge

State of Texas	§	Court Order
Collin County	§	2022-511-06-06
Commissioners Court	§	

An order of the Commissioners Court approving the filing of the May 2, 2022 minutes.

On Monday, May 2, 2022, the Commissioners Court of Collin County, Texas, met in Regular Session in the Commissioners Courtroom, Jack Hatchell Collin County Administration Building, 4th Floor, 2300 Bloomdale Road, City of McKinney, Texas, with the following members present, and participating, to wit:

Judge Chris Hill

Commissioner Susan Fletcher, Precinct 1

Commissioner Darrell Hale, Precinct 3

Commissioner Duncan Webb, Precinct 4

Absent: Commissioner Cheryl Williams, Precinct 2

Commissioner Fletcher led the Invocation.

Judge Hill led the Pledge of Allegiance.

Commissioner Webb led the Pledge of Allegiance to the Texas Flag.

Judge Hill called to order the meeting of the Collin County Commissioners Court at 1:30 p.m. and adjourned at 2:04 p.m.

President Hill called to order the meeting of the Collin County Health Care Foundation at 2:04 p.m. and adjourned the meeting at 2:05 p.m.

DECISIONS MANDATED BY LEGAL ENTITIES OUTSIDE OF COMMISSIONERS COURT AUTHORITY:

1. AI-52036 Personnel Appointments, Human Resources.
2. AI-52037 Personnel Changes, Human Resources.

FYI NOTIFICATION:

1. AI-51999 Transfer 2008 Toyota Prius, Unit No. 48830, to Floyd County CSCD, Adult Probation.
2. AI-52009 Intra-County account transfers transmitted on April 14, 2022, Auditor.

3. AI-52024 Voluntary terminations, Human Resources.

4. AI-52025 Turnover, Human Resources.

5. Notification of budget adjustment(s)/amendment(s):

a. AI-52008 \$20,000 to establish the budget for the FY2022 Internet Crimes Against Children grant, Auditor.

COMMISSIONERS COURT BUSINESS:

Public Comments.

After General Discussion, the Court took Public Comments.

Joshua Murray, Lavon, spoke about item AI-52025 and said there is an ongoing concern with overall staffing levels. Denton County has more employees allocated to departments than Collin County regardless of their smaller population. The geographical area of Denton County is smaller, but the roadway layout is similar to Collin County. The concern is with the staffing levels of Public Works, the Sheriff's Office, and Elections. The city of Anna is projected to grow exponentially like other towns in the County, and there is no sense of urgency to develop a plan for the growth. Mr. Murray said the recruiter for the Sheriff's Office is able to be specialized. However, the other recruiter is broader and has to recruit across all departments, and the salary allocated is not enough for the skills needed for this position. Mr. Murray also said the March 2018 turnover report compared to 2022 has more employees, but there were two more courts added along with the janitorial service so no employees were actually added.

Commissioner Fletcher said item AI-52025 is an FYI notification and not something the Court voted on. Judge Hill asked Bill Bilyeu, County Administrator, how many positions were budgeted for FY2022. Mr. Bilyeu said about 1700 positions were budgeted plus janitorial staff and two recruiter positions. Judge Hill also asked if the following programs were implemented by the Court: additional pay for lateral hires in the Sheriff's Office began in February 2019; referral bonuses to all employees who referred someone to the Sheriff's Office began in August 2019; bonuses for new employees with military experience began in February 2020; a retention bonus program in the Sheriff's Office began in August 2020; using external recruiters began in October 2020; and additional pay was offered for all of these programs. Mr. Bilyeu confirmed all the programs. Judge Hill said the Court has worked diligently and strategically with all of the departments, specifically the Sheriff's Office, to recruit and keep talent. (Time: 2:04 p.m.)

1. **Consent Agenda Items:** Judge Hill asked for comments on the consent agenda. Hearing none, a motion was made to approve the consent agenda. (Time: 1:32 p.m.)

Motion by: Commissioner Duncan Webb

Second by: Commissioner Darrell Hale

Vote: 4 – 0 Passed

a. **AI-51997** Disbursements for the period ending April 26, 2022, Auditor.

COURT ORDER NO. 2022-395-05-02

b. **AI-51998** Indigent Defense Disbursements, Auditor.

COURT ORDER NO. 2022-396-05-02

c. **AI-52023** Tax refunds totaling \$4,457.90, Tax Assessor-Collector.

COURT ORDER NO. 2022-397-05-02

d. **Advertisement(s):**

1. **AI-52015** Fencing, Installation & Repairs including Labor Materials (IFB No. 2022-249), Public Works.

COURT ORDER NO. 2022-398-05-02

2. **AI-52019** GPS Offender Monitoring (RFP No. 2022-230), Sheriff.

COURT ORDER NO. 2022-399-05-02

e. **Award(s):**

1. **AI-52021** Chilled Water Testing Services, Equipment & Supplies (RFP No. 2020-429), Facilities.

COURT ORDER NO. 2022-400-05-02

f. **Agreement(s):**

1. **AI-52003** Interlocal Cooperation Agreement for Law Enforcement Services (Agreement No. 2022-254) with East Collin County Municipal Utility District No. 1, Sheriff.

COURT ORDER NO. 2022-401-05-02

g. Contract Renewal(s):

1. AI-52022 Services, Controls Integrator (RFP No. 2019-096) with Miller Building Automation, LLC to extend the contract for one (1) year through and including June 16, 2023, Facilities.

COURT ORDER NO. 2022-402-05-02

h. Budget Adjustment(s)/amendment(s):

1. AI-52027 \$403,673.30 to budget revenues received from the City of Celina for change orders and amendments related to the Frontier Parkway Project, Engineering.

COURT ORDER NO. 2022-403-05-02

i. Receive and File, Auditor:

1. AI-52012 Monthly financial reports for November 2021.

COURT ORDER NO. 2022-404-05-02

j. Filing of the Minute(s), County Clerk:

1. AI-52000 March 28, 2022.

COURT ORDER NO. 2022-405-05-02

k. Miscellaneous:

1. AI-51969 Early voting calendar for the May 24, 2022 Primary Runoff Election, Elections

COURT ORDER NO. 2022-406-05-02

2. AI-51952 Acceptance of the FY2022 Moody Foundation Grant award in the amount of \$47,247, Juvenile Probation.

COURT ORDER NO. 2022-407-05-02

3. AI-52038 Personnel Appointments, Human Resources.

COURT ORDER NO. 2022-408-05-02

4. AI-52039 Personnel Changes, Human Resources.

COURT ORDER NO. 2022-409-05-02

GENERAL DISCUSSION

a. AI-51987 FY2021 Annual Comprehensive Financial Report, Auditor.

Chris Pruitt, CPA and partner at Pattillo, Brown & Hill, L.L.P., said he anticipated the County will receive another award this year for success in financial reporting. This independent auditor's report, and the CAFR (Comprehensive Annual Financial Report) has received a clean and unmodified opinion. Mr. Pruitt said there is a management discussion and analysis on page 4 where the Court can read 20 pages and know what was going on throughout the year. Page 24 and 25 include financial statements and page 26 includes the fund financials where the general fund was in excess of \$185 million. Mr. Pruitt said the County is in good financial health. The budget to actual schedule comparison of the general fund showed a difference of \$6.2 million in excess of what was anticipated for the year, and the County spent \$77,000 less than what was anticipated. The last section of the report is the statistical section. It uses 10-year trend data which was compared to the audited numbers. The audit went very smoothly, and Mr. Pruitt appreciated all the County officials who helped get the information needed. A motion was made to approve this item. (Time: 1:37 p.m.)

Motion by: Commissioner Susan Fletcher

Second by: Commissioner Darrell Hale

Vote: 4 – 0 Passed

COURT ORDER NO. 2022-410-05-02

b. AI-51989 FY2021 Single Audit Financial Report, Auditor.

Chris Pruitt, CPA and partner at Pattillo, Brown & Hill, L.L.P., said the County received over \$750,000 in grants which is required to have a single audit. This is a process where the auditors identify high-risk grant programs and test them. The Corona Relief Fund and the Emergency Rental Assistance program from the Federal government and the RTR (Regional Toll Revenue) Frontier Parkway grant from the State qualified for the audit. Mr. Pruitt said the Government Auditing Standards Report looked at the County's internal control over financial reporting, and nothing came up. The second report looked at internal controls and compliance with the grants and, nothing came up with that report. The County received just over \$90 million in Federal funding and \$4.1 million in State funding. A motion was made to approve this item. Judge Hill asked Linda Riggs, County Auditor, how many consecutive years the County has received the

Certificate for Achievement for Excellence in Financial Reporting. Ms. Riggs said 43 years.
(Time: 1:40 p.m.)

Motion by: Commissioner Duncan Webb

Second by: Commissioner Darrell Hale

Vote: 4 – 0 Passed

COURT ORDER NO. 2022-411-05-02

c. **AI-52016** Public Hearing - Participation in the City of Anna Tax Increment Reinvestment Zone (TIRZ)
No. 6, Commissioner, Precinct 3.

Taylor Law, City of Anna, presented a PowerPoint presentation to the Court. Ms. Law said she believes the partnership with the County for the TIRZ (Tax Increment Reinvestment Zone) will preserve the heritage of Collin County and the City of Anna. The current population of Anna is estimated at 18,330 and is ranked as one of the top 10 fastest-growing cities in North Texas. The Anna City Council updated their Strategic Plan in 2019 and identified economic development as its top priority. In April 2021, the City Council adopted a new Comprehensive Plan, Downtown Master Plan, and Recreation Master Plan. Downtown Anna is located on SH-5 which provides great mobility and accessibility. The challenges with downtown Anna currently are underdeveloped parcels, lack of available buildings, land costs, and outdated infrastructure. The City of Anna's Strategic Plan includes transforming the downtown area into a place where neighbors can gather in diverse indoor and outdoor spaces as well as find local goods and services. Ms. Law said the TIRZ will help to invest in infrastructure and other public improvements. The City adopted a TIRZ ordinance on December 14, 2021, with a 50% contribution for 30 years. The property tax valuation for Anna is projected to increase from 2021 with the future development in the TIRZ. The TIRZ will terminate in 2051 and the participant agreement with the County will cap at \$8,121,145. Should the cap be reached before 2051, the participation from the County will end at that point.

Commissioner Webb asked how the other TIRZ locations in Anna are doing. Joey Grisham, City of Anna, said they are all relatively new and doing well. Commissioner Fletcher said she is supportive of the TIRZ and understands the County's portion is geared towards public improvement projects. One of the projects is funded by an economic development grant, and County funds will not be used for this. Commissioner Hale said he is supportive of the TIRZ because Anna is the perfect model for it. Commissioner Webb said the TIRZ is in line with others he has supported. A motion was made to approve this item.
(Time: 1:51 p.m.)

Motion by: Commissioner Duncan Webb

Second by: Commissioner Darrell Hale

Vote: 4 – 0 Passed

COURT ORDER NO. 2022-412-05-02

d. AI-51995 Boards & Commissions Appointments, Commissioners Court.

Judge Hill moved to appoint Terrie O'Donnell to the Planning Board, Anu Saraf to the Child Protective Services Board, and John Donovan to the LifePath Systems Board.

Motion by: Judge Chris Hill

Second by: Commissioner Susan Fletcher

Vote: 4 – 0 Passed

COURT ORDER NO. 2022-413-05-02

e. AI-44358 Conference of Urban Counties update, Commissioner, Precinct 1.

Commissioner Fletcher said she attended the CUC (Conference of Urban Counties) Policy Committee Meeting on April 21. One discussion included addressing any issues commissioners courts have that are statewide issues in the next meeting. The Commissioner said she mentioned the impacts of the defunding the police legislation. When the Court hires additional officers to patrol new development areas as well as grant-funded positions, what happens when those grants go away. The legislation needs to be refined to make sure the Court is not defunding the police when grants and funding go away.

Another item discussed was the new bail process with SB6 (Senate Bill 6) and how it affects counties. There was another discussion about double taxation where citizens pay taxes to the State to fund government, but the State passes many costs down and asks counties to pay for things. TxDOT (Texas Department of Transportation) is also sitting on \$6 billion waiting to ask for local matches, yet the citizens already pay taxes to the State. The Commissioner also said she asked for data from the Sheriff's Office to see if the State is picking up prisoners within 45 days as required. There was also a discussion on SB22 (Senate Bill 22) and the COVID Leave Policy and how it is impacting local governments.

Property taxes were discussed along with appraisal district issues. People think the appraisal district is part of the county, but they are a separate entity. The large increase in property values and taxes are a larger issue that the CUC is hearing about. Commissioner Fletcher said there were discussions about the name as well and how the public assumes the Collin County CAD is under the County's control. The Commissioner said she is in favor of it being renamed the Texas State Appraisal District – Collin County Division or something similar. Also, indigent defense funding was discussed. Collin County roughly gets \$0.12 to the dollar from the State for funding, but the costs are increasing.

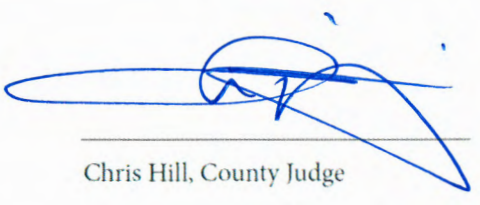
Commissioner Hale said SB6 forces the Court to put language into MUD (Municipal Utility District) contracts for hiring officers to put the MUD or jurisdiction on the hook for a large amount of resources. (Time: 1:59 p.m.)

NO ACTION

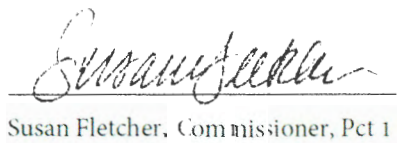
The Court heard Public Comments at 2:00 p.m.

Executive Session

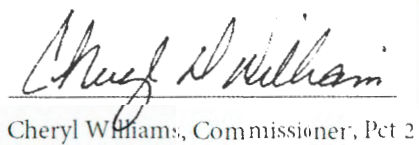
The Court did not recess into Executive Session. There being no further business of the Court, Judge Hill adjourned the meeting at 2:04 p.m.



Chris Hill, County Judge



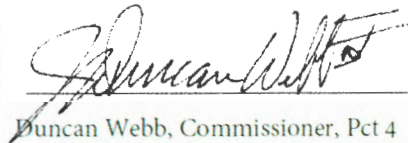
Susan Fletcher, Commissioner, Pct 1



Cheryl Williams, Commissioner, Pct 2



Darrell Hale, Commissioner, Pct 3



Duncan Webb, Commissioner, Pct 4



ATTEST: Stacey Kemp, County Clerk

TIRZ No. 6 Downtown Anna Partnership

May 2, 2022

Collin County Commissioners Court

THE CITY OF
Anna



City of Anna Overview

- ▶ 2021 Estimated Population: 18,330 (ranked as one of the top 10 fastest-growing cities in North Texas for four consecutive years)
- ▶ City Council updated its Strategic Plan in 2019 and identified Economic Development as its top priority; and being a pro-development city with a streamlined planning process
- ▶ In April 2021, the City Council adopted a new Comprehensive Plan, Downtown Master Plan, and Parks/Open Space/Trails/Recreation Master Plan
- ▶ Several public workshops and meetings took place to involve Anna neighbors in the creation of these plans

Downtown Anna

- ▶ State Highway 5 provides great mobility and accessibility
 - ▶ FM 455 to south
 - ▶ Rosamond Parkway to north
- ▶ Citywide parks and multimodal trail opportunities
- ▶ Historic assets and character
- ▶ Challenges/Concerns
 - ▶ Underdeveloped parcels
 - ◆ Lack of available buildings
 - ▶ Land costs
 - ▶ State Highway 5 and railroad divisions
 - ▶ Outdated infrastructure



Downtown Anna

- ▶ Downtown Master Plan Vision Statement: Downtown Anna’s future expands the traditional role of the Anna Train Station, creating a larger area where Anna neighbors find local goods and services, enjoy gathering in diverse indoor and outdoor spaces, and come together to celebrate and strengthen the unique character of the Anna community.
- ▶ Principle #4 from the Anna Strategic Plan is a “Vibrant Downtown”
 - ▶ Community Destination
 - ▶ Pedestrian friendly
 - ▶ Make it a “true” Downtown
 - ▶ Preserve
 - ▶ Special Place
 - ▶ Downtown TIRZ

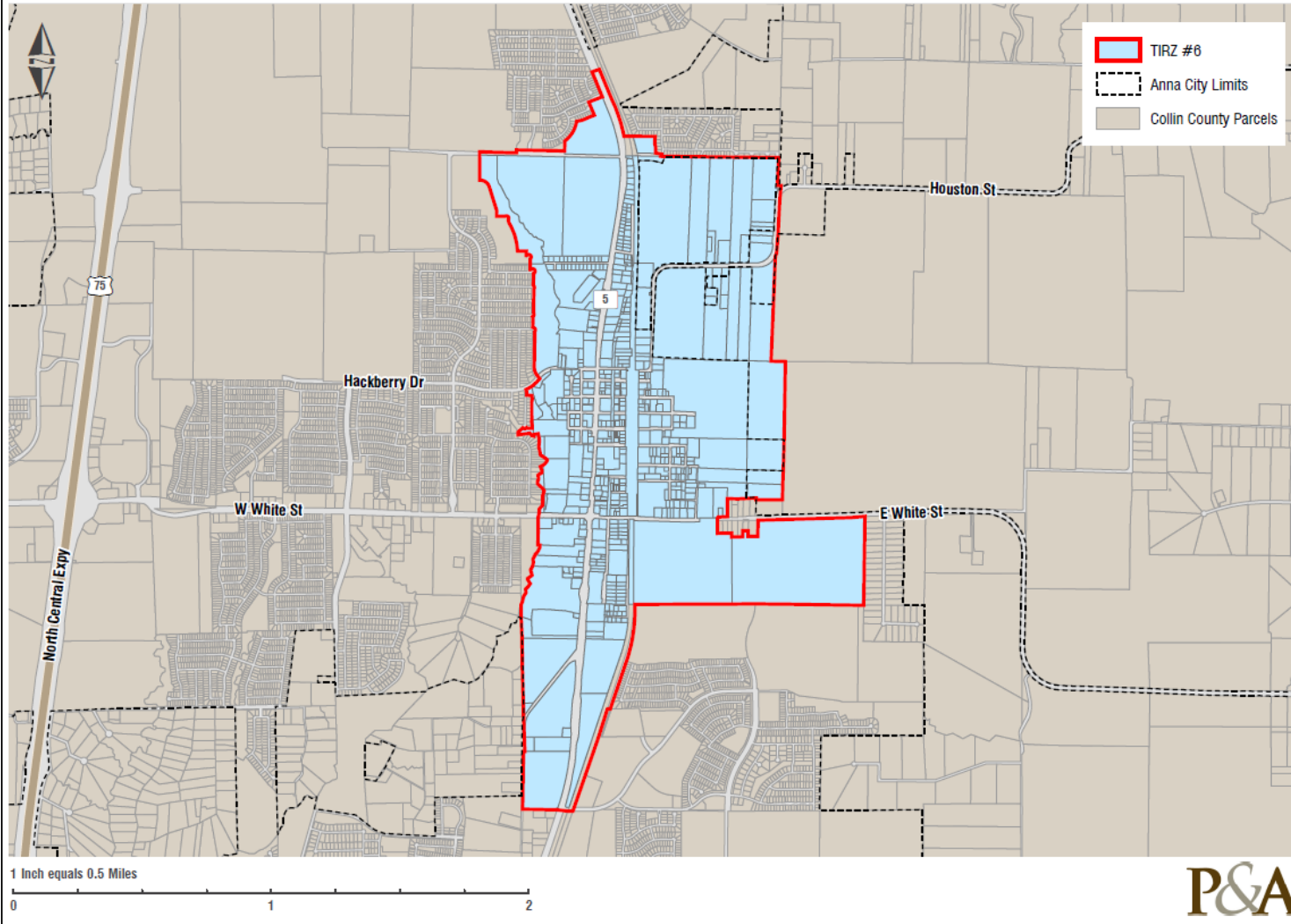


Downtown TIRZ Overview

- ▶ Downtown revitalization identified in the City Strategic Plan as a high priority
- ▶ Creation of a TIRZ District was also identified as a priority to invest heavily in infrastructure and other public improvements
- ▶ City identified catalyst areas in the Downtown Master Plan
- ▶ City adopted TIRZ Ordinance on December 14, 2021
 - ▶ 50% contribution for 30 years
- ▶ County participation would also help city achieve goals for Downtown
- ▶ Property tax valuation to dramatically increase from base year (2021) with future development
 - ▶ Seeking to capitalize on current ad valorem base value to capture incremental increase

ANNA, TX

OVERVIEW MAP: TIRZ #6 DOWNTOWN - 1,345.63 ACRES



THE CITY OF
Anna

- ▶ City participation: 50%
- ▶ County participation: 50%
- ▶ Term: 30 years
- ▶ Acreage: 1,345.63



4/25/2022

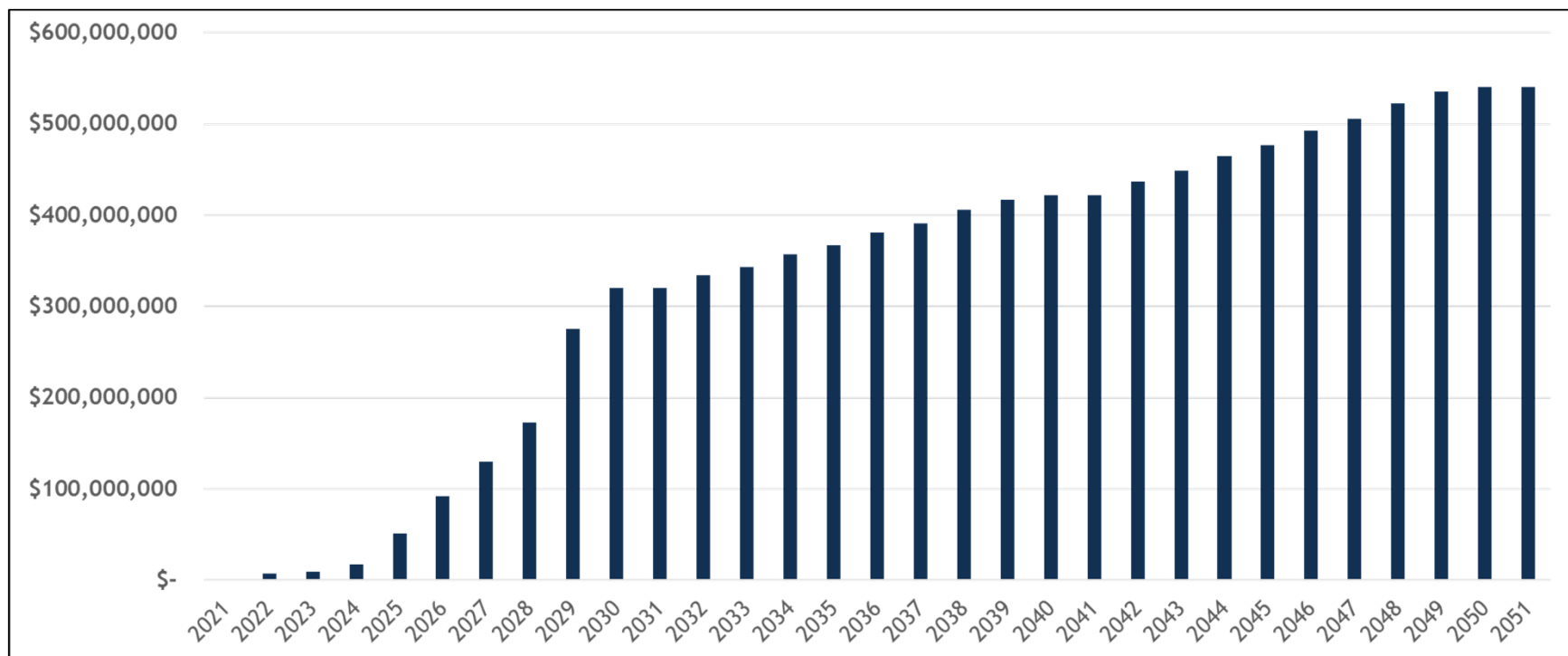
Estimated Project Costs and When Incurred

- ▶ Public Improvement Projects
\$60,100,000
 - ▶ Parking and Transportation
 - ▶ Streets
 - ▶ Utility and Drainage
 - ▶ Trails
 - ▶ Park Improvements
 - ▶ Open Space
 - ▶ Economic Development Grants

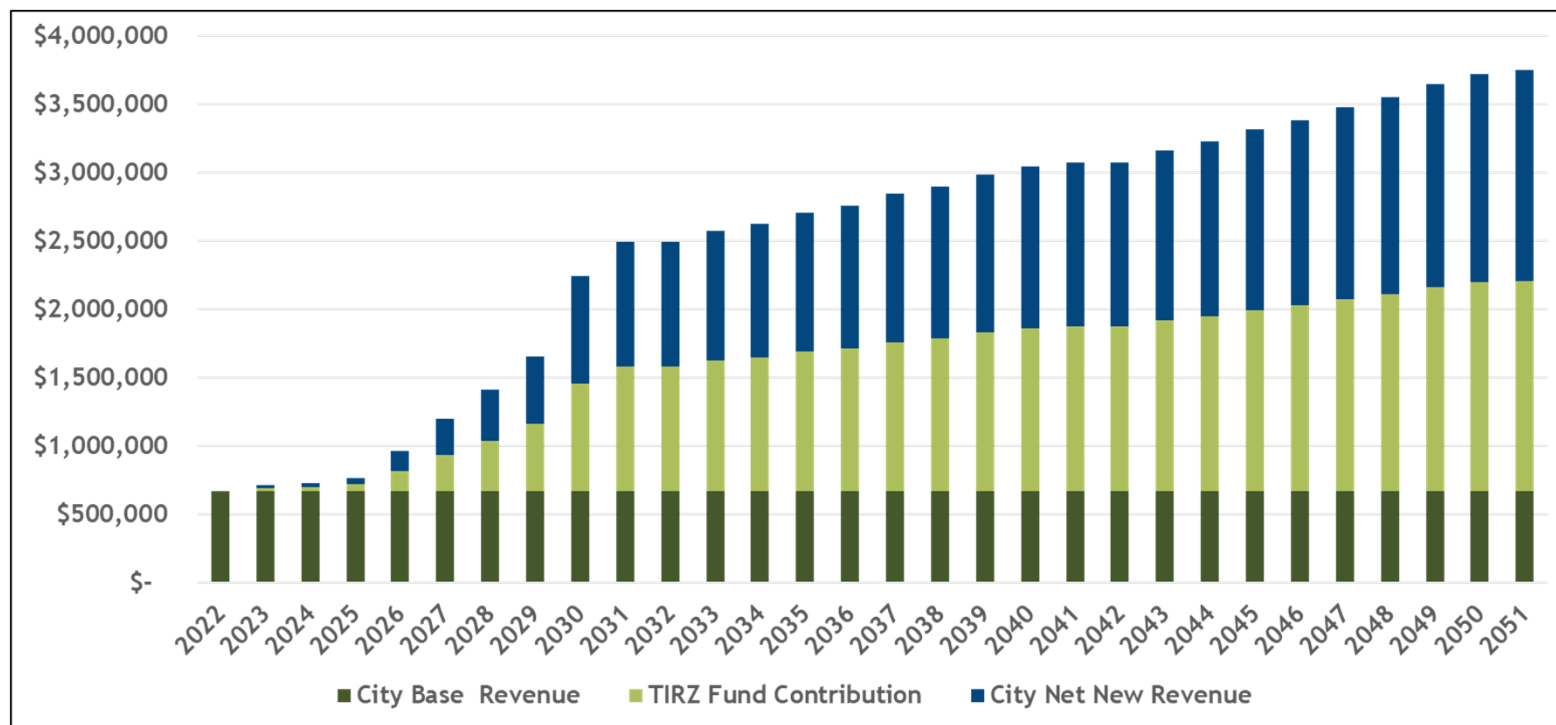
Reinvestment Zone Number Six, City of Anna Timeline to Incur Project Costs		
Calendar Year ¹	Total Project Costs ^{2,3}	
	Annual	Cumulative
2024	\$ 6,776,918	\$ 6,776,918
2025	\$ 7,944,347	\$ 14,721,265
2026	\$ 7,050,706	\$ 21,771,971
2027	\$ 8,223,610	\$ 29,995,581
2028	\$ 20,526,368	\$ 50,521,949
2029	\$ 9,578,051	\$ 60,100,000
	\$ 60,100,000	

(1) Timeline shown for illustrative purposes only, and is subject to change.
 (2) Does not include Administrative Costs, which shall be incurred annually for the duration of the Zone.
 (3) Economic Development Grants shall be disbursed pursuant to one or more economic development agreement(s).

TIRZ Incremental Value



County Annual TIRZ Contribution



Request

- ▶ The City of Anna seeks to partner with Collin County to accomplish the long-term goals of both entities
- ▶ Downtown Anna is an excellent opportunity to preserve and enhance a historic area of Collin County, diversify the tax base, and improve properties along SH 5
- ▶ The City of Anna respectfully requests Collin County's participation in TIRZ No. 6





Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve an Ordinance establishing school zones for Sherley Elementary. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Anna ISD is opening a new elementary school located at 3000 FM 2862 in Anna, Texas. The school is named Sherley Elementary and will provide public education for children in grades K-5. The City is working with Anna ISD to install the equipment and establish a school zone for the adjacent streets.

This item is for the approval of an Ordinance establishing a school zone for Sherley Elementary. This ordinance is required for the enforcement of reduced speeds during the school zone time period, which is during the school arrival and release periods. The school zones will be enforced anytime the lights are flashing, which will generally be from 30 minutes prior to school start and up until 30 minutes after school dismissal.

School zones will generally not be in effect during the middle part of the day except as necessary to accommodate early releases and changing schedules.

FINANCIAL IMPACT:

Approximately \$5,000 from the FY 22 Street Division budget was spent on paying for equipment and materials.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Ordinance - School Zones for Sherley Elementary
2. Exhibit A - Letter from Anna ISD re City of Anna Rosamond Sherley School Zone Lights
3. Exhibit B - Rosamond Sherley - Overall Site Plan

APPROVALS:

Gregory Peters, Director of Public Works
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING PART II, ARTICLE 59, SECTION 3 RELATED TO SCHOOL SPEED ZONES; PROVIDING FOR A PENALTY; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

WHEREAS, the City of Anna, Texas ("the City") has previously adopted ordinances, rules, and regulations governing traffic in the areas of the City's Public Schools; and,

WHEREAS, the City of Anna, Texas City Council has investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend Part II, Article 59, Section 3, of the City of Anna Code of Ordinances ("Anna Code") by amending the provisions of Section 3 to include, within a school speed zone, the addition of a newly opening elementary school campus at 3000 FM 2862.

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

Section 1. Recitals Incorporated.

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

Section 2. Amendments.

In accordance with Part II, Article 1, Section 9 of the Anna Code, the following amendment is made to Part II, Article 59, Section 3 by adding a new subscription (g) to read as follows:

3.05 School Zone Speed Limits

(g) FM 2862 and County Road 425 near Sherley Elementary School. A maximum speed of 20 miles per hour is established for periods beginning 30 minutes before the start of school and ending 30 minutes after school ends for the day.

Section 3. Penalty.

Any Person violating any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed \$200, unless otherwise specifically set forth in this code.

Section 4. Savings, Severability and Repealing Clauses.

All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part thereof. The City declares that it would have passed this ordinance and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

Section 5. Publication of the Caption Hereof and Effective Date.

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of _____ 2022.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike



July 26, 2022

City of Anna
111 N. Powell Parkway
P/O Box 776
Anna, Texas 75409-0776

Attn:
Hunter Parker
Streets Department

Anna ISD is requesting school zone lighting from the property line of Rosamond Sherley Elementary. Lights would provide safety measures for the Rosamond Sherley parents, staff and students, and community traffic. This request is for placement of school zone traffic lights from the property line to alert vehicles of the school placement along Farm to Market Road 2862.

Thank you,

Bradley Duncan
Assistant Superintendent Operations
Anna ISD Operations



PLAN NORTH



July 26, 2022

City of Anna
111 N. Powell Parkway
P/O Box 776
Anna, Texas 75409-0776

Attn:
Hunter Parker
Streets Department

Anna ISD is requesting school zone lighting from the property line of Rosamond Sherley Elementary. Lights would provide safety measures for the Rosamond Sherley parents, staff and students, and community traffic. This request is for placement of school zone traffic lights from the property line to alert vehicles of the school placement along Farm to Market Road 2862.

Thank you,

Bradley Duncan
Assistant Superintendent Operations
Anna ISD Operations

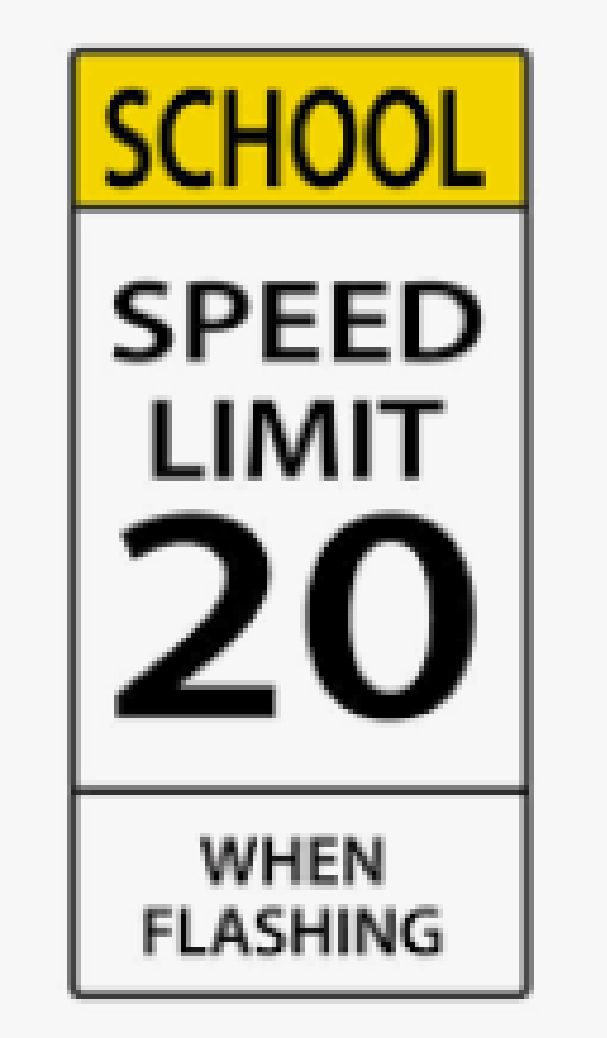
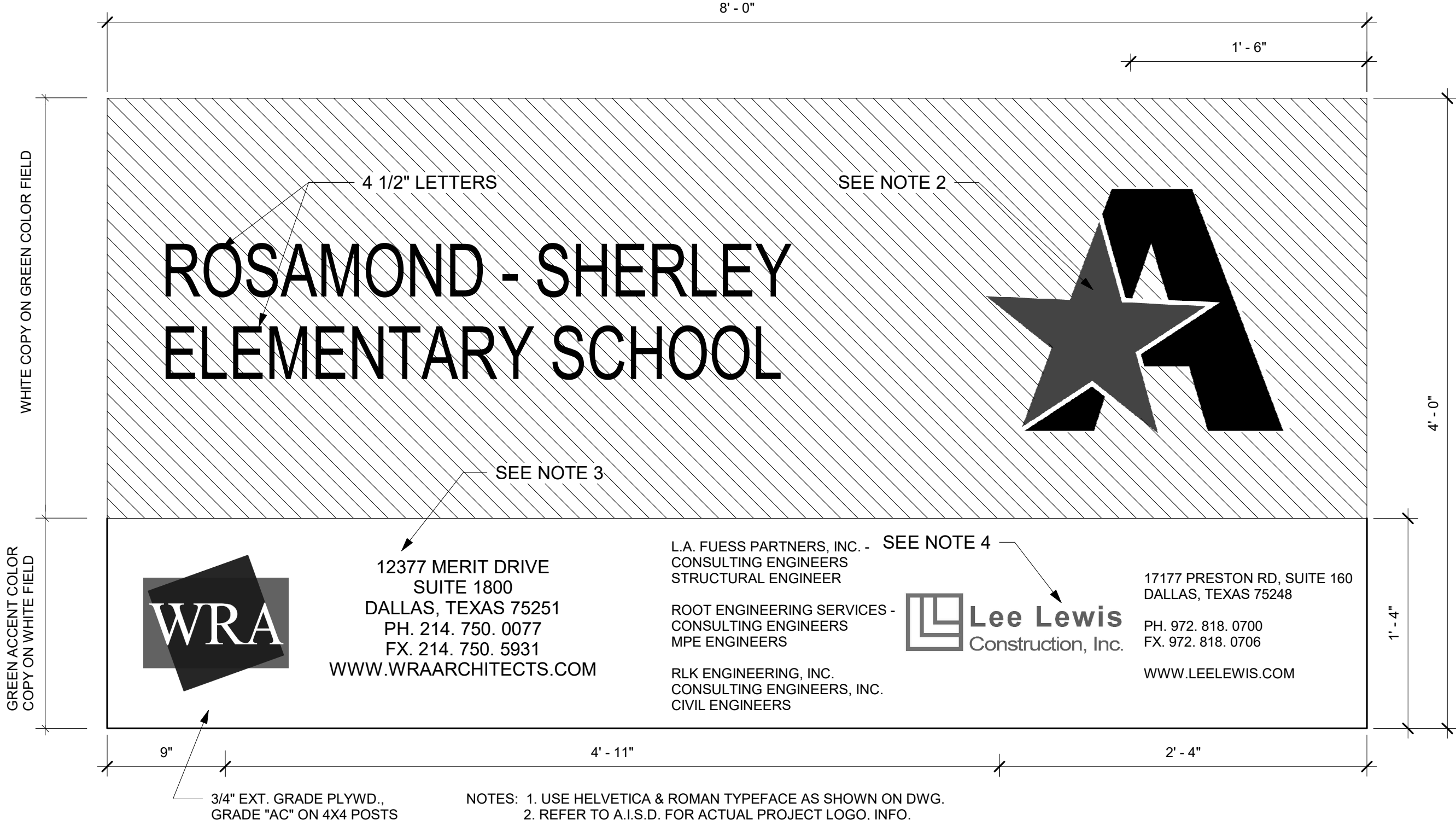
12/8/2021 10:07:12 AM

300 feet or per State Law

COUNTY ROAD NO. 425

FARM TO MARKET HIGHWAY NO. 2862

300 feet or per State Law



Example Sign

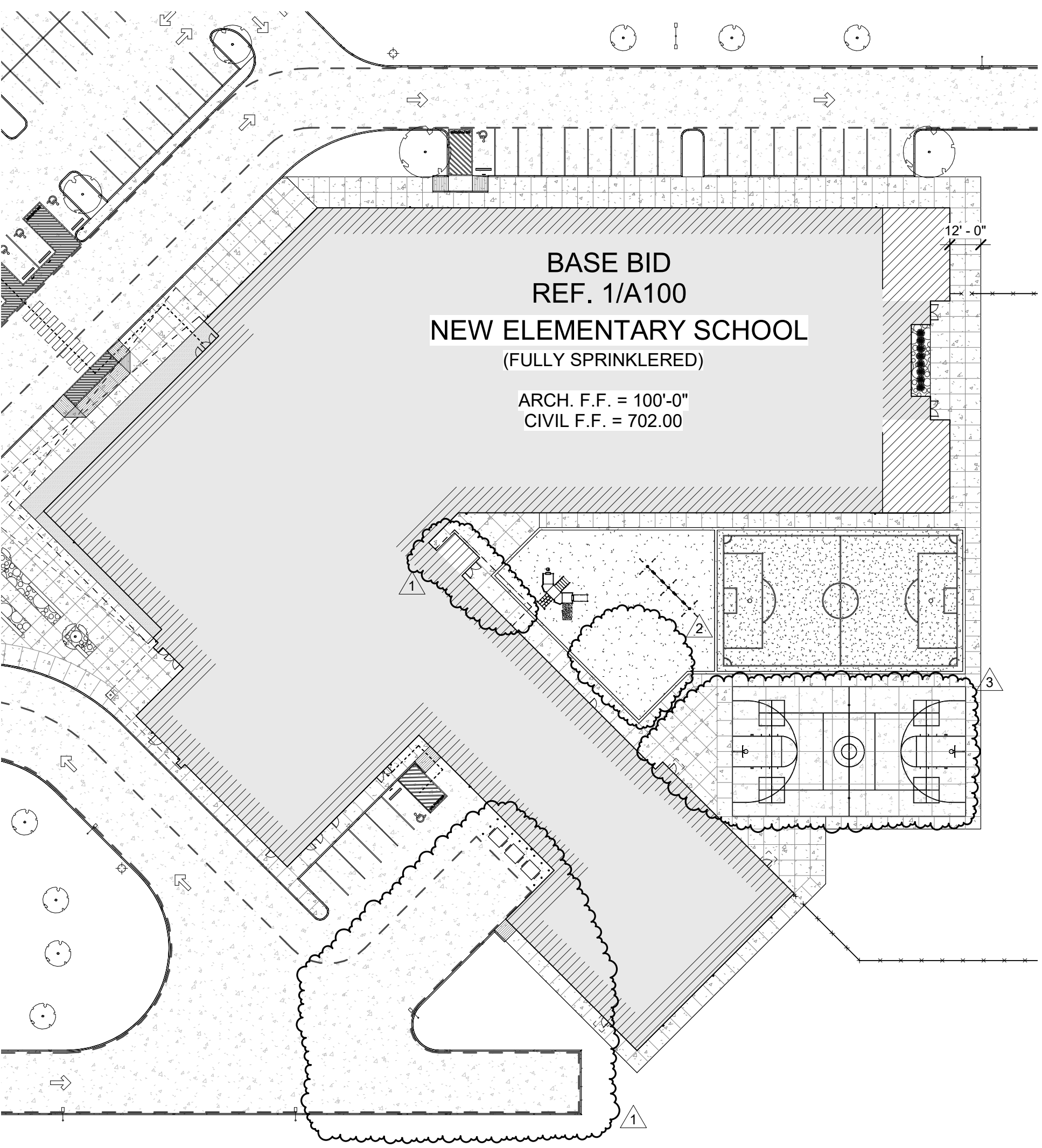
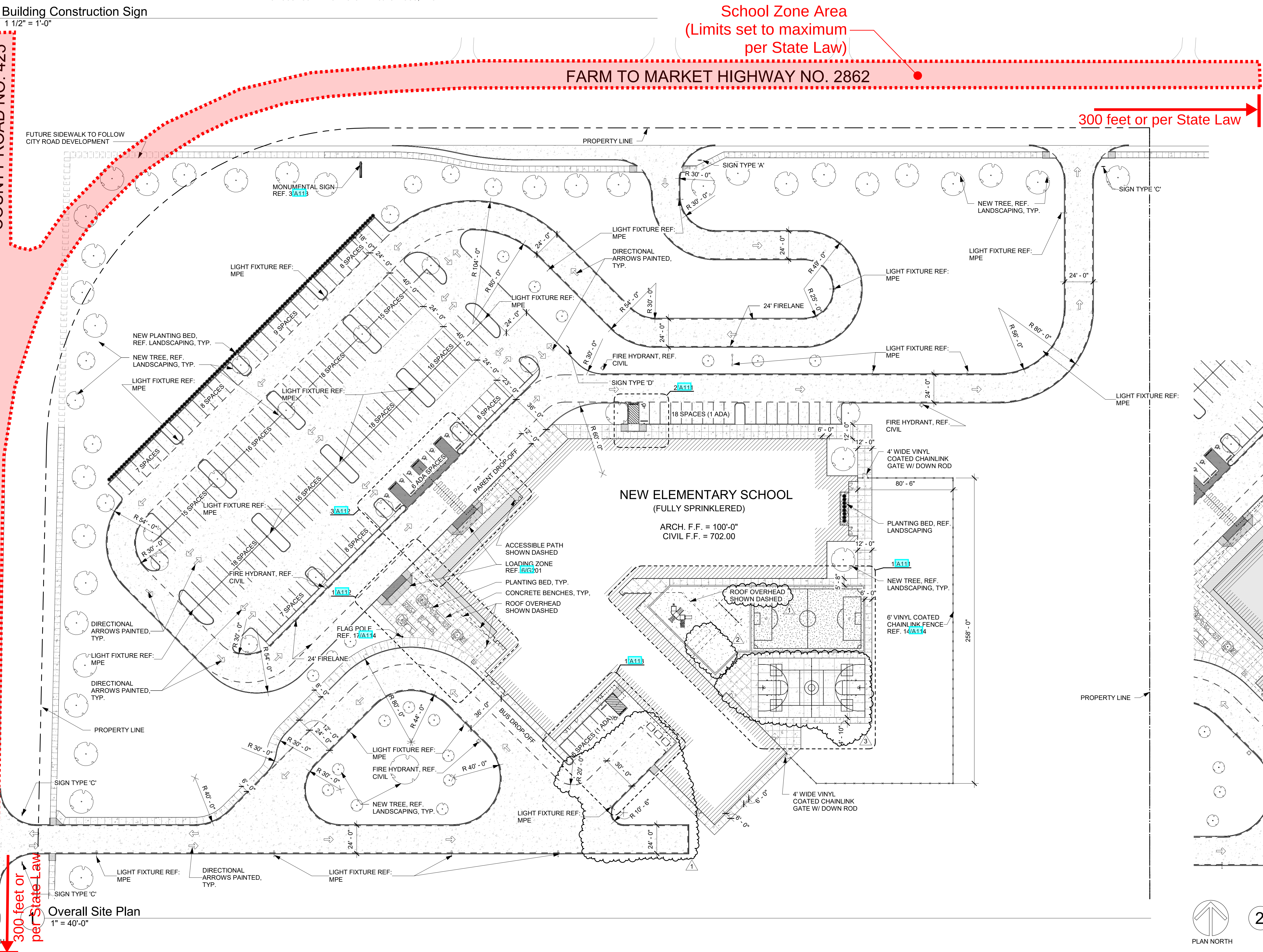
SITE PLAN NOTES

1. REFER TO CIVIL ENGINEER DRAWINGS FOR DIMENSION CONTROL PLAN OF BUILDING, VEHICULAR PAVING, AND ADDITIONAL SITE DEMO INFORMATION.
2. REFER TO CIVIL ENGINEER DRAWINGS FOR SITE GRADING AND SITE UTILITIES INFORMATION (ADDITIONAL SITE UTILITY INFORMATION IS AS SHOWN ON M.P.E. ENGINEER DRAWINGS).
3. CONTRACTOR SHALL COORDINATE LOCATION OF ALL SLEEVES UNDER SIDEWALKS AS NEEDED FOR LANDSCAPE IRRIGATION AND ALL SITE UTILITIES.
4. SIDEWALKS SHALL BE 5'-0" W. U.N.O. AND CONSTRUCTED ACCORDING TO DETAILS ON ARCHITECTURAL SHEET A121. ALL SIDEWALKS PARALLEL TO BLDG. SHALL HAVE A MAX. SLOPE OF 1/4" FT. CROSS SLOPE.
5. TYPICAL PARKING SPACES ARE 9'-0" WIDE. TYP. HANDICAP PARKING SPACES ARE 9'-0" WIDE W/ 5'-0" W AISLE ADJACENT TO HANDICAP PARKING. "VAN ACCESSIBLE" HANDICAP PARKING SPACE SHALL BE 13'2" (11'-0" MINIMUM WITH ACCESS AISLES ONLY REQUIRED TO BE 6'0" (5'-0" MINIMUM. EXCEPTION ALLOWS FOR 9'6" (8'-0") SPACE WITH 9'6" (8'-0") AISLE MINIMUM. ALL H.C. SPACES SHALL HAVE SIGN PER SHEET 3201. PAINT EACH H.C. SPACE WITH UNIVERSAL SYMBOL OF ACCESSIBILITY TO FIT WITHIN A 6'-0" SQUARE.
6. PARKING SPACE STRIPING SHALL HAVE 4" WIDTH. STRIPING COLORS AS FOLLOWS:
A. WHITE, GENERAL PARKING
B. YELLOW, NO PARKING AND LOADING
C. CROSSWALK STRIPING AND H.C. AISLES SHALL BE PAINTED 4" WIDE AT 45 DEGREES AT 12" O.C. IN YELLOW.
7. FIRE LINES SHALL BE CLEARLY MARKED ON THE PAVEMENT PER CITY OF ANNA REQUIREMENTS.
8. CONCRETE SPLASH BLOCKS, PER DETAIL 12/A122 AT ALL DOWNSPOUTS, PRIMARY AND OVERFLOW ROOF DRAIN DISCHARGE LOCATED AT GRADE OR ON THE ROOF.
9. EXPANSION JOINT FILLER AND SEALANT SHALL BE INSTALLED AT ALL LOCATIONS WHERE CONCRETE SIDEWALKS MEET THE BUILDING.
10. ACCESSIBLE ROUTE TO BUILDING ENTRANCES SHALL COMPLY WITH ALL REQUIREMENTS FOR CHANGES IN LEVELS PER T.A.S. (A.D.A. STANDARDS) REQUIREMENTS.
11. REFER TO 8/A122 FOR PRECAST CONCRETE WHEEL STOP DETAIL. REFER TO SITE PLAN FOR LOCATIONS. PROVIDE AT ALL HANDICAP PARKING SPACES WHERE MORE THAN 2 SUCH SPACES WITH ACCESS AISLES ARE GROUPED TOGETHER.
12. AT ALL CONDITIONS WHERE SIDEWALKS MEET BUILDING ENTRANCE OR EXTERIOR DOOR, PROVIDE #4 DOWELS AT 12" O.C. DOWELED INTO BUILDING GRADE BEAM.
13. ALL SITE SIDEWALKS SHALL BE INSTALLED 1" ABOVE GRADE AND SLOPE WITH EXISTING GRADES. MAXIMUM SLOPE IN DIRECTION OF TRAVEL 5%. MAXIMUM CROSS SLOPE IS 1/4" PER FOOT (SLOPE WITH SITE GRADING).
14. PARKING DIMENSIONS ARE TO BACK OF CURB.
15. ALL SIDEWALKS WIDER THAN 5' SHALL HAVE LIVE STABILIZED SUBGRADE PER SPEC.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISHED GRADES AROUND EDGE OF BUILDING TO BE 1'-0" BELOW FINISH FLOOR WHERE IT DOES NOT CAUSE ENTRANCE PROBLEMS.
17. REFER TO CIVIL DRAWINGS FOR SITE UTILITY & ADDITIONAL SITE DEMO.

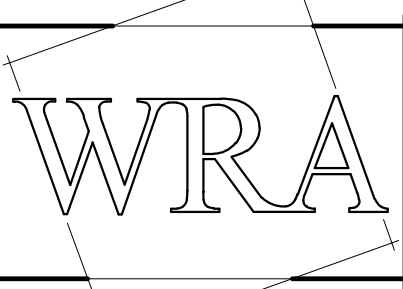
SITE PLAN LEGEND

- ACCESSIBLE PATH
- - - 1 HR RATED WALL
- - - 2 HR RATED WALL

- Alternate #1**
Base Bid: 48 classrooms as shown.
Alternate Bid: Provide and install all necessary items for the 4 additional classrooms as shown.
- Alternate #2**
Base Bid: Install canopy and vestibule C101 as shown.
Alternate Bid: Omit canopy in its entirety. Provide and install revised vestibule C101 as shown. Provide and install canopy along curtainwall C24 as shown.



2 Overall Site Plan (Alt. Bid)
1" = 40'-0"



WRA Architects, Inc.
12377 Merit Drive
Suite 1800
Dallas, Texas 75251
214.750.0077 voice
214.750.5931 fax
www.wraarchitects.com



Rosamond - Sherley Elementary School

Anna ISD - 501 South Sherley Ave. Anna, Texas 75409

REVISIONS:		
No.	Describe	Date
1	Addendum #2	02/15/2021
2	PR #5	11/11/2021
3	ASI #12	12/8/2021

JOB NO.	2013
DATE:	03/02/2021

Overall Site Plan

A100



Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution rejecting all bids for the Sherley Heritage Park Train Display Improvements. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna conducted a bid process for the Sherley Heritage Park Train Improvement project utilizing the Civcast online bidding and procurement website.

Civcast is a commonly utilized public construction bidding website which has been used in the past for a wide range of civil construction projects in Anna with high success.

Bids were opened on July 21, 2022, and only one bid was received. Typically, the City prefers to receive a minimum of three bids so we can ensure the taxpayer is receiving the best value for the project cost.

In addition, the project was bid through the lonwave procurement platform last fall, with similar results. The City has determined that the current construction market is such that labor shortages, material shortages, and incredibly high demand are significantly decreasing interest in small, but unique specialty projects. The scope of the Sherley Heritage Park Train Display Improvements includes the installation of a short run of railroad track - which is too small for most rail contractors to be interested in, and too technical for most civil construction companies to be willing to take on.

As such, the City will be changing direction in our procurement strategy. We will separate out the standard civil construction items from the railroad specialty construction, and put them through separate bid processes. We believe this will increase bidder response and improve our ability to receive competitive pricing for the project. Staff is working on this right now and plans to move forward with the bidding processes in the next 30 days.

FINANCIAL IMPACT:

None at this time.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution - Reject Sherley Bids

APPROVALS:

Gregory Peters, Director of Public Works
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS REJECTING ALL BIDS RECEIVED FOR THE SHERLEY HERITAGE PARK HISTORIC TRAIN DISPLAY IMPROVEMENTS AT THE BID OPENING ON JULY 21, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sherley Heritage Park Historic Train Display Improvement Project is identified as a Community Investment Program construction project in the City of Anna, Texas; and,

WHEREAS, the project was publicly advertised in the Anna-Melissa Tribune and sealed competitive electronic bids were received on the Civcast Procurement Portal in compliance with Local Government Code Chapter 252, "Purchasing and Contracting Authority of Municipalities;" and,

WHEREAS, competitive sealed bids were opened on July 21, 2022, at 4:00pm CST on the automated Civcast Procurement Portal, and only one sealed bid was received for the project; and,

WHEREAS, it is likely that the specialized scope of rail installation along with material and labor shortages had a negative impact on qualified contractors and their ability to provide the City with a competitive bid for the project.

WHEREAS, due to an abnormally low volume of bid responses, the City Council determined that it is in the best interest of the City to reject all bids and re-bid the project in its entirety; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Council of the City of Anna hereby rejects all bids received at the July 21, 2022 bid opening for the Sherley Heritage Park Historic Train Display Improvements.

That the City Council further directs the City Manager to separate out components of the project by specialty and re-bid the project in a form approved by the City Attorney.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of August 2022.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike



Item No. 6.o.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Jim Proce

AGENDA ITEM:

Approve a Resolution declaring items as surplus inventory for disposition. (City Manager Jim Proce)

SUMMARY:

City staff have vacated the old offices located at 111 N. Powell Parkway. Furniture and appliances that were no longer needed, or required, have been left behind. Before disposing of the furniture and appliances, the City Council needs to approve the items as surplus and authorize the City Manager to dispose of such items as necessary. The following items are no longer needed, or required:

- L-shaped Receptionist Desk
- Small Floor Cabinet w/Drawers
- Small 2 Door Floor Cabinet
- Rolling Office Chairs (10)
- Misc Waiting Room Chairs (7)
- 6' Bookcases (2)
- Large U-Shaped Desks (2)
- Apartment Sized GE Refrigerator
- 3'X6' Freestanding Desk

FINANCIAL IMPACT:

There is no fiscal impact at this time. The City may realize minimal monetary gains in the eventual disposition of the property.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approving the resolution.

ATTACHMENTS:

1. Resolution - Surplus Property Disposition

APPROVALS:

Ryan Henderson, Assistant City Manager
Jim Proce, City Manager

Created/Initiated - 8/4/2022
Final Approval - 8/4/2022

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SALE OR DISPOSAL OF SAID PROPERTY.

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") is the owner of certain items of personal property more particularly described herein; and

WHEREAS, it has been determined that the aforesaid personal property is not needed or required for the City's foreseeable needs but still has some usefulness for the purpose it was originally intended and may or may not have value and therefore determined as surplus property; and

WHEREAS, the City desires to dispose of the surplus property identified herein and authorize the City Manager to sell or dispose of said property;

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

Section 1. Recitals Incorporated.

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

Section 2. Declaration of Surplus Property

The City Council declares the personal property listed as not needed or required for the City's foreseeable needs but finds still has use usefulness for the purpose it was originally intended any may or may not have value and therefore declared as surplus property of the City:

- L-shaped Receptionist Desk
- Small Floor Cabinet w/Drawers
- Small 2 Door Floor Cabinet
- Rolling Office Chairs (10)
- Misc Waiting Room Chairs (7)
- 6' Bookcases (2)
- Large U-Shaped Desks (2)
- Apartment Sized GE Refrigerator
- 3'X6' Freestanding Desk

Section 3. Authorization of Sale or Disposal

The City Manager is hereby authorized to sell or dispose of said personal property through the advertisement and acceptance of bids for said property described in Section 2; if the City receives no bids the City Manager is authorized to sell or dispose of said personal property in any other manner in compliance with State law.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of August 2022.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Mayor, Nathan Pike



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action of an Ordinance adopting water and sanitary sewer utility rates for Fiscal Year 2023. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is for a Public Hearing and consideration of an Ordinance to adopt a new rate schedule for water and wastewater rates in the City of Anna for FY2023.

The City of Anna charges for water consumption, wastewater collection, and other fees related to providing consumers with utility services. As an enterprise fund, the revenues charged should at a minimum cover the fund's operating expenses and debt service, as well as any other policy goals defined by the City Council including funding for capital projects, capital equipment replacement, and conservation efforts.

For the past several years, the City of Anna has utilized a rate study with the assistance of a consulting firm, NewGen Strategies, to set utility rates. This process includes a review of all utility costs incurred by the city, all personnel, maintenance, and operations costs, along with anticipated rising costs of purchasing wholesale water from Greater Texoma Utility Authority (GTUA) and the North Texas Municipal Water District (NTMWD). In addition, the sewer treatment costs the City pays to NTMWD and the sewer transportation costs the City pays to the City of Melissa are also evaluated.

One very important note is that the rate plan will continue to be evaluated on an annual basis as the needs of the community and outside cost factors are subject to change on an annual basis.

Staff has reviewed the financial condition of the Utility and is proposing the following rate increases. The revised recommendation includes a rate increase of 3% for water and 8% for wastewater. These increases are required to ensure that the Utility Fund maintains viability. The increases ensure that the City is able to cover the rising costs of purchased water and sewer treatment from North Texas Municipal Water District and the associated costs of delivery of purchased water and transmission of sewer to treatment facilities.

The proposed rate increases represent the minimum recommended increases needed to balance the revenues and expenses of the Utility while meeting the needs of the growing population we serve.

FINANCIAL IMPACT:

The proposed rate increase for FY2023 includes a 3% increase to water rates and an 8% increase to wastewater (sewer) rates.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the rate ordinance as proposed.

ATTACHMENTS:

1. FY2023 Utility Rates Adoption ordinance
2. Utility Rate Exhibit A
3. Utility Rate Exhibit B

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, ADOPTING A 5-YEAR RATE PLAN FOR WATER AND SANITARY SEWER SERVICE RATES AS SHOWN IN EXHIBIT A ATTACHED HERETO AND AMENDING THE ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A6.000 UTILITY FEES, SECTION A6.009 WATER AND SANITARY SEWER SERVICE RATES; PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

WHEREAS, it is the responsibility of the City of Anna, Texas (the "City") to provide safe drinking water supply and distribution, and safe sanitary sewer collection and treatment for the public; and,

WHEREAS, the City continues to face increasing costs from North Texas Municipal Water District, the Greater Texoma Utility Authority, and the City of Melissa for the production and transmission of treated surface water and the transmission and treatment of wastewater; and,

WHEREAS, the City Council has found and determined that it is in the best interests of the public to increase water and sanitary sewer rates in order to ensure the financial stability of the City of Anna Utility Fund; and

WHEREAS, the City of Anna hereby establishes new water and sanitary sewer service rates; and

WHEREAS, the new water and sanitary sewer service rates shall go into effect on October 1, 2022; and

WHEREAS, the meeting and public hearing at which this ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. **Recitals Incorporated.**

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

Section 2. Adoption of Water and Sanitary Sewer Service Rates.

As relates to all connections to the City's potable water system, the City Council hereby revises the current rates shown in Exhibit A and adopts the water and sanitary sewer service rates as set forth in Section 3 and detailed in Exhibit B of this ordinance.

Section 3. Amendments to Part II of the Anna Code.

This ordinance amends Appendix A of the Anna City Code of Ordinances (the "Anna Code") to add the provisions below and rates and rate provisions included in Exhibit B, to become and made part of the Anna Code as follows:

- (a) Effective Date. Bills calculated after October 1, 2022 shall use the newly adopted rates presented fully in Exhibit B referenced herein.
- (b) North Texas Groundwater Conservation District water production fee. In addition to the minimum charges and rates for water usage that are set forth in this section, each customer shall pay a water production fee equal to the then current rate (currently \$0.15 per 1,000 gallons of water usage) charged to the City by the North Texas Groundwater Conservation District. The production fee is a pass-through cost and may vary from time to time.
- (c) Total monthly charges. The total monthly charges stated on customer bills shall be paid by the customer in accordance with the terms stated in such bill.

Section 4. Penalty.

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed \$2,000 for each incidence of violation. Each violation is considered a separate offense and will be punished separately.

Section 5. Severability.

All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. Publication of the Caption Hereof and Effective Date.

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of August 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

Exhibit A

City of Anna, Texas Water and Wastewater Rate Study Water and Wastewater Current Rates

Water Service Rates

	Residential		Commercial		Multi-Family	Industrial	Duplex	SGWS	South Grayson	
	Inside City	Outside City	Inside City	Outside City	Inside City	Inside City	Inside City	Inside City	Inside City	Outside City
Meter Size	Minimum Service Charge									
3/4"	\$ 29.63	\$ 37.04	\$ 29.63	\$ 37.04	\$ 29.63	\$ 29.63	\$ 29.63	\$ -	\$ 29.63	\$ 37.04
1"	65.99	82.49	65.99	82.49	29.63	65.99	29.63	-	29.63	37.04
1 1/2"	126.59	158.24	126.59	158.24	29.63	126.59	29.63	-	29.63	37.04
2"	199.31	249.14	199.31	249.14	29.63	199.31	29.63	-	29.63	37.04
3"	369.00	461.26	369.00	461.26	29.63	369.00	29.63	-	29.63	37.04
4"	611.40	764.26	611.40	764.26	29.63	611.40	29.63	-	29.63	37.04
6"	1,217.43	1,521.78	1,217.43	1,521.78	29.63	1,217.43	29.63	-	29.63	37.04
8"	2,429.47	3,036.84	2,429.47	3,036.84	29.63	2,429.47	29.63	-	29.63	37.04
10"	6,065.61	7,582.01	6,065.61	7,582.01	29.63	6,065.61	29.63	-	29.63	37.04

Volumetric Charge (per 1,000 gal)

0-2,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.26	\$ -	\$ -
2,001 - 10,000 gallons	7.08	8.85	7.08	8.85	7.08	7.08	7.08	2.26	7.08	8.85
10,001 - 15,000 gallons	8.86	11.08	8.86	11.08	8.86	8.86	8.86	2.26	8.86	11.08
15,001 - 20,000 gallons	10.63	13.29	10.63	13.29	10.63	10.63	10.63	2.26	10.63	13.29
20,001+ gallons	14.16	17.70	14.16	17.70	14.16	14.16	14.16	2.26	14.16	17.70

Wastewater

	Residential		Commercial	Multi-Family	Duplex	Industrial
	Inside City	Outside City	Inside City	Inside City	Inside City	Inside City
Meter Size	Minimum Charge					
3/4"	\$ 29.63	\$ 44.44	\$ 29.63	\$ 29.63	\$ 59.26	\$ 29.63
1"	29.63	44.44	65.99	29.63	59.26	65.99
1 1/2"	29.63	44.44	126.59	29.63	59.26	126.59
2"	29.63	44.44	199.31	29.63	59.26	199.31
3"	29.63	44.44	369.00	29.63	59.26	369.00
4"	29.63	44.44	611.40	29.63	59.26	611.40
6"	29.63	44.44	1,217.43	29.63	59.26	1,217.43
8"	29.63	44.44	2,429.47	29.63	59.26	2,429.47
10"	29.63	44.44	6,065.61	29.63	59.26	6,065.61

Volumetric Charge (per 1,000 gal)

0-2,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+ gallons	5.86	8.79	5.86	5.86		5.86
0-4,000 gallons	-	-	-	-	-	-
4,001+ gallons	-	-	-	-	5.86	-

Exhibit B

City of Anna, Texas Water and Wastewater Rate Study Water and Wastewater Current Rates

Water Service Rates

Meter Size	Residential		Commercial		Multi-Family	Industrial	Duplex	SGWS	South Grayson	
	Inside City	Outside City	Inside City	Outside City	Inside City	Inside City	Inside City	Inside City	Inside City	Outside City
Minimum Service Charge										
3/4"	\$ 30.52	\$ 38.15	\$ 30.52	\$ 38.15	\$ 30.52	\$ 30.52	\$ 30.52	\$ -	\$ 30.52	\$ 38.15
1"	67.97	84.96	67.97	84.96	30.52	67.97	30.52	-	30.52	38.15
1 1/2"	130.39	162.98	130.39	162.98	30.52	130.39	30.52	-	30.52	38.15
2"	205.30	256.61	205.30	256.61	30.52	205.30	30.52	-	30.52	38.15
3"	380.08	475.08	380.08	475.08	30.52	380.08	30.52	-	30.52	38.15
4"	629.76	787.16	629.76	787.16	30.52	629.76	30.52	-	30.52	38.15
6"	1,254.00	1,567.38	1,254.00	1,567.38	30.52	1,254.00	30.52	-	30.52	38.15
8"	2,502.44	3,127.85	2,502.44	3,127.85	30.52	2,502.44	30.52	-	30.52	38.15
10"	6,247.80	7,809.22	6,247.80	7,809.22	30.52	6,247.80	30.52	-	30.52	38.15

Volumetric Charge (per 1,000 gal)

0-2,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.33	\$ -	\$ -
2,001 - 10,000 gallons	7.29	9.11	7.29	9.11	7.29	7.29	7.29	2.33	7.29	9.11
10,001 - 15,000 gallons	9.12	11.41	9.12	11.41	9.12	9.12	9.12	2.33	9.12	11.41
15,001 - 20,000 gallons	10.94	13.69	10.94	13.69	10.94	10.94	10.94	2.33	10.94	13.69
20,001+ gallons	14.57	18.23	14.57	18.23	14.57	14.57	14.57	2.33	14.57	18.23

Wastewater

Meter Size	Residential		Commercial	Multi-Family	Duplex	Industrial
	Inside City	Outside City	Inside City	Inside City	Inside City	Inside City
Minimum Charge						
3/4"	\$ 32.00	\$ 48.00	\$ 32.00	\$ 32.00	\$ 64.00	\$ 32.00
1"	32.00	48.00	71.27	32.00	64.00	71.27
1 1/2"	32.00	48.00	136.72	32.00	64.00	136.72
2"	32.00	48.00	215.25	32.00	64.00	215.25
3"	32.00	48.00	398.52	32.00	64.00	398.52
4"	32.00	48.00	660.30	32.00	64.00	660.30
6"	32.00	48.00	1,314.81	32.00	64.00	1,314.81
8"	32.00	48.00	2,623.79	32.00	64.00	2,623.79
10"	32.00	48.00	6,550.78	32.00	64.00	6,550.78

Volumetric Charge (per 1,000 gal)

0-2,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+ gallons	6.33	9.50	6.33	6.33	\$ -	6.33
0-4,000 gallons	-	-	-	-	-	-
4,001-28,000 MAX	-	-	-	-	6.33	-



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving annual contract rate adjustments for solid waste and recycling services by and between the City of Anna, Texas and CARDS Dallas, Inc. for fiscal year 2022-2023 in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is entering the third year of our 7-year contract with CARDS Dallas, Inc. for solid waste and recycling services in the City. In accordance with the contract, the rates paid to CARDS by the City are subject to annual adjustments up to the Consumer Price Index annual change. This year the CPI annual change was 9.1%, and fuel prices for diesel fuel have increased 60% year over year. Based on these factors, CARDS is requesting a 7% rate increase, which is in line with the contract language.

This item is to set the rates the City of Anna pays CARDS for solid waste and recycling services. This item does not set the residential and commercial rates charged to Anna neighbors and businesses.

Staff has reviewed the contract language and found no changes are necessary at this time. In addition, staff finds that allowing CARDS Dallas, Inc. to continue to lease space in the Public Works Building is a benefit to Anna Neighbors through the reduction in contract pricing for residential service, which is passed through to Anna neighbors.

FINANCIAL IMPACT:

The proposed rate increase the City received from CARDS is 7%, which is below the maximum allowable CPI increase of 8.1% per contract.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Res - Solid Waste Contract Rates Update
2. Letter from CARDS - City of Anna TX Price Increase 2022
3. Res 2021-08-977 Contract for Solid Waste and Recycling Services with CARDS

APPROVALS:

Gregory Peters, Director of Public Works
Jim Proce, City Manager

Created/Initiated - 8/4/2022
Final Approval - 8/4/2022

**CITY OF ANNA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT AN ANNUAL RATE INCREASE PER THE CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND CARDS DALLAS, INCORPORATED, A TEXAS CORPORATION, AS SHOWN IN EXHIBIT “A” AND “B” ATTACHED HERETO, IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for providing contract services for solid waste and recycling collection within the City Limits of the City of Anna, Texas, and;

WHEREAS, the City of Anna completed a public proposal request process for solid waste and recycling services in the City of Anna Texas in 2020, and;

WHEREAS, the City of Anna received three proposals and completed an in-depth review and interview process with each proposing company, and;

WHEREAS, the City of Anna contracted with CARDS Dallas, Incorporated as the winning proposer based upon a combination of proposed prices, experience, and capabilities, and;

WHEREAS, the City amended and restated the original contract with CARDS Dallas, Incorporated for solid waste and recycling services as approved in Resolution 2021-08-977, and;

WHEREAS, the approved contract includes allowances for rate increases on an annual basis, and;

WHEREAS, the current rates are shown in Exhibit “A” attached hereto and the proposed rates are shown in Exhibit “B” attached hereto, and;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the contract in a form as approved by the City Attorney as shown in Exhibit “A” attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

EXHIBIT "A" – Current Contract Rates

(a) **Solid Waste and Recycling Collection Fees** Residential polycart collection service, per Residential Unit*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(b) Homeowners Association polycart collection service, per Homeowner Association Units*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(c) Commercial Service Unit and Independent School District Unit Collection and Disposal Service Fees for CARDS

iv. CARDS - Dumpster service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$ 26.27	\$ 52.54	\$ 78.81	\$ 105.08	\$ 131.35	\$ -
2 cu yd	\$ 93.52	\$ 152.37	\$ 236.43	\$ 315.24	\$ 409.81	\$ 491.77
3 cu yd	\$ 114.54	\$ 183.89	\$ 246.94	\$ 367.78	\$ 483.37	\$ 580.07
4 cu yd	\$ 134.90	\$ 210.16	\$ 299.62	\$ 420.32	\$ 550.96	\$ 661.72
6 cu yd	\$ 173.24	\$ 315.24	\$ 472.86	\$ 630.48	\$ 788.10	\$ 947.14
8 cu yd	\$ 204.48	\$ 400.44	\$ 568.00	\$ 735.56	\$ 920.16	\$ 1,103.34

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

v. CARDS - Vertical Compactor Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$ 184.60	\$ 369.20	\$ 552.38	\$ 735.56	\$ 920.16	\$ 1,104.76
4 cu yd	\$ 342.22	\$ 683.02	\$1,025.24	<u>\$ 1,366.04</u>	\$ 1,708.26	\$ 2,049.06
6 cu yd	\$ 525.40	\$ 1,050.80	\$1,576.20	<u>\$ 2,101.60</u>	\$ 2,627.00	\$ 3,152.40
8 cu yd	\$ 719.94	\$ 1,439.88	\$2,159.82	<u>\$ 2,837.16</u>	\$ 3,572.72	\$ 4,288.40

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

i. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (<u>per</u> ton)
20 cu yd	\$150.00	\$100.00	\$300.00	\$42.00
30 cu yd	\$200.00	\$100.00	\$350.00	\$42.00
40 cu yd	\$225.00	\$100.00	\$400.00	\$42.00

*Rates do not include sales tax, or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

EXHIBIT “B” – Proposed Contract Rates

(a) Solid Waste and Recycling Collection Fees Residential polycart collection service, per Residential Unit*

- i. \$18.21 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.49 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or city fee.

*Includes a \$0.50 reduction per lease agreement

(b) Homeowners Association polycart collection service, per Homeowner Association Units*

- i. \$18.21 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.49 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or city fee.

(c) Commercial Service Unit and Independent School District Unit Collection and Disposal Service Fees for CARDS

iv. CARDS - Dumpster service rates*: (includes disposal fee)

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$ 28.10	\$ 56.22	\$ 84.33	\$ 112.43	\$ 140.54	\$ -
2 cu yd	\$ 100.07	\$ 163.04	\$ 252.98	\$ 337.31	\$ 438.50	\$ 526.19
3 cu yd	\$ 122.56	\$ 196.76	\$ 264.23	\$ 393.52	\$ 517.21	\$ 620.67
4 cu yd	\$ 144.34	\$ 224.87	\$ 320.59	\$ 449.74	\$ 589.53	\$ 708.04
6 cu yd	\$ 185.37	\$ 337.81	\$ 505.96	\$ 674.61	\$ 843.27	\$ 1,013.44
8 cu yd	\$ 218.79	\$ 428.47	\$ 607.76	\$ 787.05	\$ 984.57	\$ 1,180.57

*Note: Rates do not include sales tax or city fee.

v. CARDS - Vertical Compactor Service Rates*: (includes disposal fee)

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$ 197.52	\$ 395.04	\$ 591.05	\$ 787.04	\$ 984.57	\$ 1,182.09
4 cu yd	\$ 366.18	\$ 730.83	\$1,097.00	\$ 1,461.00	\$ 1,827.84	\$ 2,192.49
6 cu yd	\$ 562.17	\$ 1,124.36	\$1,686.53	\$ 2,248.71	\$ 2,810.88	\$ 3,383.37
8 cu yd	\$ 770.33	\$ 1,540.67	\$2,311.01	\$ 3,035.76	\$ 3,822.81	\$ 4,588.59

*Note: Rates do not include sales tax or city fee.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

i. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (per ton)
20 cu yd	\$160.50	\$107.00	\$321.00	\$44.94
30 cu yd	\$200.00	\$107.00	\$374.50	\$44.94
40 cu yd	\$225.00	\$107.00	\$428.00	\$44.94

*Rates do not include sales tax, or city fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

(e) Household Hazardous Waste and Electronics rates:

\$1.57/month/home



July 21, 2022

Mr. Jim Proce
City Manager
111 N. Powell Parkway
Anna, TX 75203

Dear Mr. Proce:

Pursuant to the Sanitation Services Contract between CARDS Dallas and the City of Anna for residential, commercial, and industrial disposal and recycling services, CARDS will be exercising a rate increase effective September 1, 2022.

CARDS, LLC is proud to continue to provide you with the most professional, reliable, and affordable services available. It is our goal to ensure that we handle the transportation and disposal of your waste and recyclables safely and in accordance with federal, state, and local regulations.

We strive to control our costs to provide you with a competitive rate. As you are aware, operating business cost, regardless of the industry, have continued to increase over the past few years resulting in our need to adjust accordingly. In our continuing effort to provide you with the best possible service, we would like to inform you of our increase of 7 percent to the residential, commercial, industrial, and household hazardous and electronics rates beginning on **September 1, 2022**. Your base disposal rate for residential services will increase from **\$17.49** per month to **\$18.71** per month. This is an increase of \$1.22/month and less than \$0.28/week per resident. Please see attached Exhibit B, for all other rate schedules.

This rate increase is based on multiple factors including, but not limited to, increases in the Consumer Price Index, fuel, and disposal and recycling fees.

For Example:

- Consumer Price Index is currently 9.1%.
- Fuel has increased approximately 60% year over year.

CARDS Dallas appreciates the partnership we have formed with the residents of Anna, and pride ourselves in providing excellent service to those residents. CARDS is committed to the safety of our employees, customers, and communities we serve and strive daily to keep everyone safe, while being efficient and cost effective. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jason Fitzgerald
CARDS Holdings, Inc.
Director of Government Affairs

CITY OF ANNA, TEXAS
RESOLUTION NO. 2021-08-977

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND CARDS DALLAS, INCORPORATED, A TEXAS CORPORATION, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for providing contract services for solid waste and recycling collection within the City Limits of the City of Anna, Texas, and;

WHEREAS, the City of Anna completed a public proposal request process for solid waste and recycling services in the City of Anna Texas in 2020, and;

WHEREAS, the City of Anna received three proposals and completed an in-depth review and interview process with each proposing company, and;

WHEREAS, the City of Anna contracted with CARDS Dallas, Incorporated as the winning proposer based upon a combination of proposed prices, experience, and capabilities, and;

WHEREAS, the City is seeking to amend and restate the original contract with CARDS Dallas, Incorporated for solid waste and recycling services, and;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

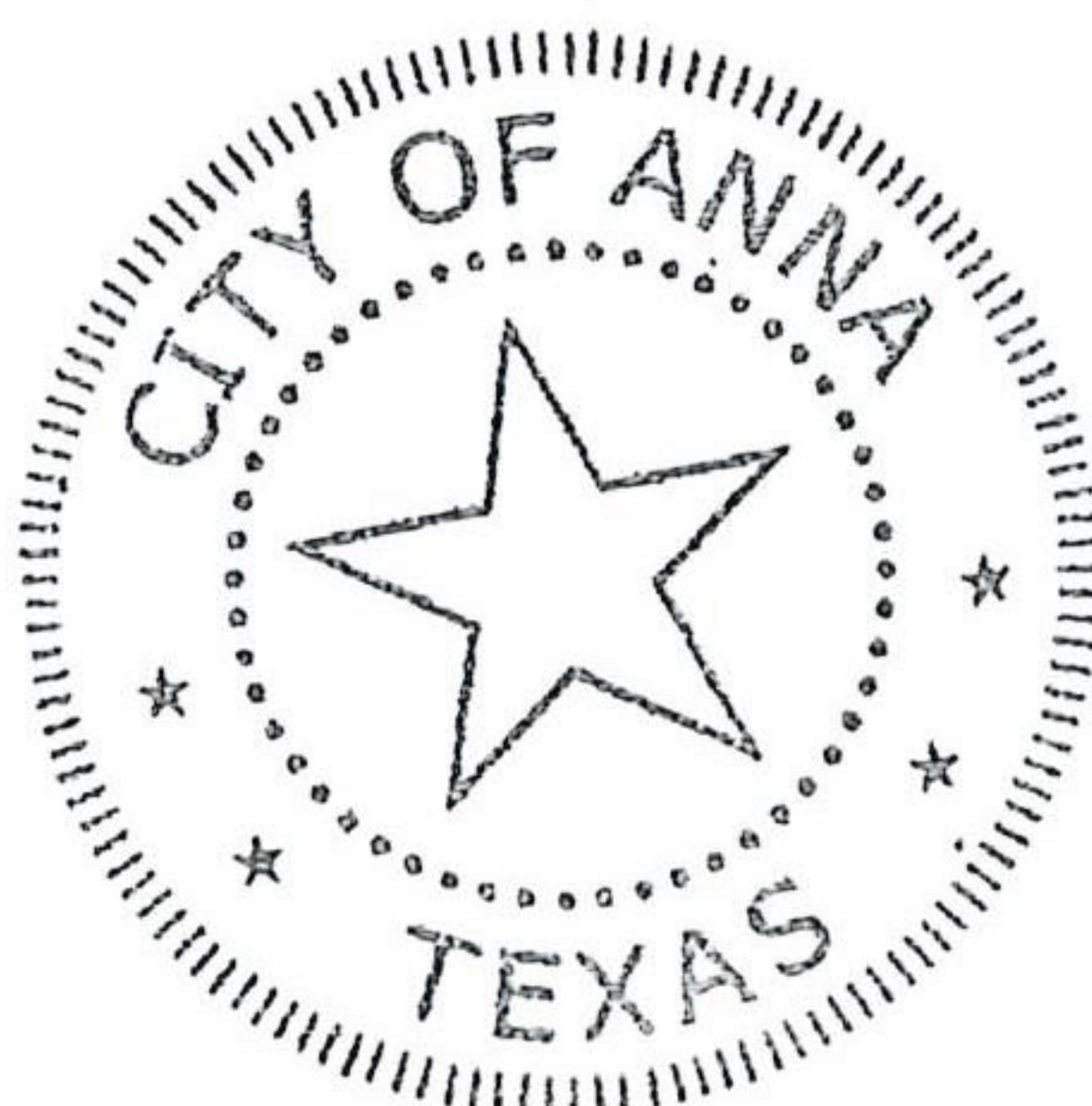
The City Council hereby authorizes the City Manager to execute the contract in a form as approved by the City Attorney as shown in Exhibit "A" attached hereto.

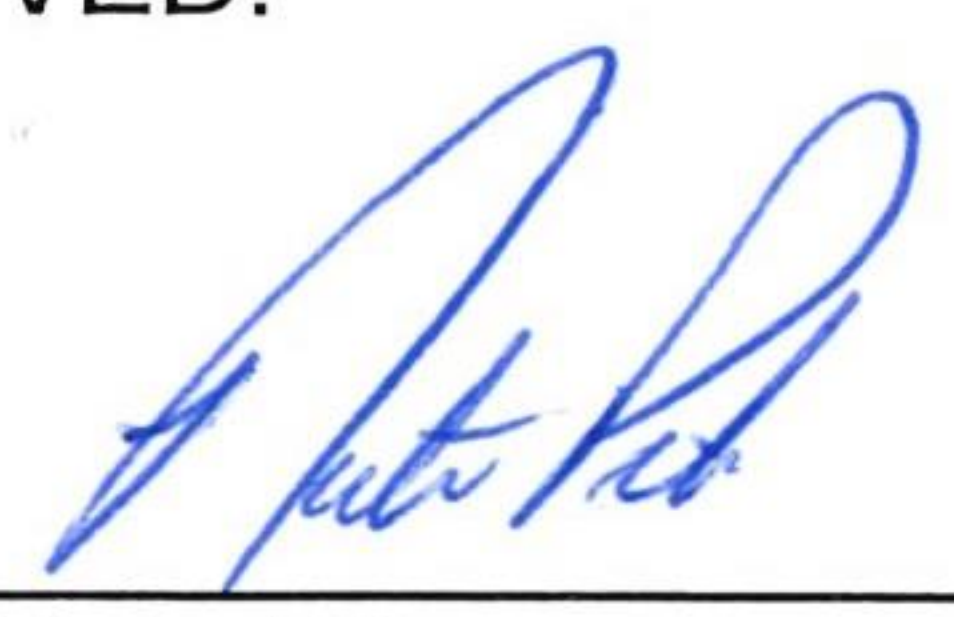
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 24th day of August, 2021.

ATTEST:

APPROVED:


City Secretary, Carrie L. Land





Mayor, Nate Pike

EXHIBIT “A”

CITY OF ANNA
FIRST AMENDED AND RESTATED SOLID
WASTE COLLECTION AND DISPOSAL
CONTRACT

STATE OF TEXAS

§

§

§

§

COUNTY OF COLLIN

**FIRST AMENDED AND RESTATED SOLID WASTE
COLLECTION AND DISPOSAL CONTRACT**

This First Amended and Restated Solid Waste Collection and Disposal Contract (the "Contract") is entered into by and between the City of Anna, Texas, a Texas home rule municipality (the "City") and CARDS DALLAS INC, a corporation licensed to do business in the State of Texas and CARDS HOLDINGS, INC., a corporation licensed to do business in Arkansas (CARDS DALLAS INC and CARDS HOLDINGS, INC. collectively referenced as "Contractor"), acting by and through their authorized representatives.

WITNESSETH

WHEREAS, City is empowered under state and local law to provide solid waste Collection and Disposal services to its residents and commercial establishments and has the authority to enter into solid waste service Contracts to acquire, sell, lease or allow for the operation of all or any part of a solid waste management system, including the Collection, transportation and Disposal of solid waste; and

WHEREAS, the 2020 the Contractor submitted a proposal, in response to a Request for Proposal from the City, to provide solid waste Collection and Disposal services, including the Collection of recyclables and, bulk trash, including brush pickup, within the City, and to perform such work as may be incidental thereto; and

WHEREAS, the City approved and authorized the City Manager to execute a contract for solid waste and recycling services by and between the City of Anna, Texas, and CARDS Dallas, Incorporated as stated in Resolution 2020-7-759, approved on July 14, 2020; and

WHEREAS, the Contractor has completed the first year of the original seven-year contract term; and

WHEREAS, the City and Contractor both desire to make amendments to the original contract approved by Resolution 2020-7-759; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. The Contractor is hereby granted the sole and exclusive privilege and duty, to the extent allowed by law, within the territorial jurisdiction of the City, and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide Solid Waste Collection, hauling and Disposal for residential, commercial and industrial/Roll-off customers and Recyclable Materials Collection and Processing in accordance with this Contract and to perform all of the work called for and described in the Contract documents.
2. The initial term this Contract shall be for a period of seven (7) years, beginning on August 31, 2020 and terminating on September 30, 2027. After the initial term, the City may renew this Contract for three

**FIRST AMENDED AND RESTATED SOLID WASTE COLLECTION AND DISPOSAL CONTRACT
BETWEEN CITY OF ANNA AND CARDS**

(3) additional renewal terms of one (1) year each. The Contractor may prohibit the City from exercising an optional renewal term by providing written notice to the City of its election to reject a renewal term on or before eleven (11) months before the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract. If the Contractor does not provide such written notice to the City on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract prohibiting City from exercising the optional renewal term, the City may upon written notice to the Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract exercise such optional renewal term by such notice. This provision in no way limits the City's right to terminate this Contract at any time during the initial term or any optional renewal term thereof in accordance with this Agreement.

3. This Contract includes the General Conditions attached hereto, and shall also include the following Contract Documents which are incorporated herein by reference as if set forth verbatim in this Contract:

- A. City Council Resolution approving Original Contract. (Exhibit "A")
- B. Solid Waste and Recycling Collection Fees (Exhibit "B")
- C. Original Contract (Exhibit "C")

In the event of any conflict between or among the Contract Documents, this Contract shall control. In the event of a conflict between this Contract (including its General Conditions) and its exhibits, the sequencing of the documents are intended to represent priority. For example, the General Conditions will prevail over conflicts in other Contract Documents.

4. All provisions of this Contract shall be strictly complied with by the Contractor, and no amendment to this Contract shall be made except upon the mutual written agreement of the parties. No amendment shall be construed to release either party from any obligation of this Contract except as specifically provided in such amendment.

5. The Contractor shall keep in full force and effect throughout the term of this Contract insurance, and performance bonds, as recited herein, in the amounts and types specified in and required by the Contract documents.

6. The Contractor has the sole obligation to exercise and enforce, at its sole expense, the exclusivity provided for herein as against third parties, and may present claims and bring suit for its damages and injunctive relief against third parties—but not against the City—for a violation of Contractor's exclusivity herein.

7. This Contract shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Contract may not be assigned or delegated without the consent of the City, which consent shall not be unreasonably withheld.

8. This Contract is the entire agreement between the parties with respect to the subject matter covered in this Contract. There is no other collateral, oral, or written agreement between the parties that in any matter relates to the subject matter of this Contract, except as provided in the Contract documents.

**FIRST AMENDED AND RESTATED SOLID WASTE COLLECTION AND DISPOSAL CONTRACT
BETWEEN CITY OF ANNA AND CARDS**

9. The validity of this Contract and any of its terms and provisions, as well as the rights and obligations of the parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action concerning this Contract shall be in a court of proper jurisdiction of Collin County, Texas.

10. In the event anyone or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Executed in single or multiple originals this _____ day of _____ 2021.

CARDS DALLAS INC

By: _____
Dan Christensen, its President
[insert mailing address of company]

CARDS HOLDINGS, INC

By: _____
Dan Christensen, its President
[insert mailing address of company]

CITY OF ANNA, TEXAS

By: _____
Jim Proce, City Manager
111 N. Powell Parkway
Anna, Texas 75409

**CITY OF ANNA SOLID WASTE
COLLECTION AND DISPOSAL CONTRACT**

GENERAL CONDITIONS

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Exhibit C
Original Contract

ARTICLE 1 Definitions

Terms defined herein and their derivations shall have the meanings as set forth in herein.

Bulky Waste: Bulky Waste shall mean solid waste composed of materials not easily contained in a Cart such as, but not limited to white goods, furniture, Yard Trimmings, large electronics, and other oversized solid waste. Any solid waste not placed within a Cart will be removed by the Contractor as Bulky Waste.

Business Day: Business day shall mean any day, Monday through Friday, from 8:00 AM, Central Standard Time until 5:00 PM, Central Standard Time, which is not a holiday designated as such in the Contract.

Cart: Cart shall mean a receptacle purchased by the Contractor or City meeting the specifications set forth in this Contract which designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B).

City: City shall mean the City of Anna, Texas.

City Facility: City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City services. The City has the sole authority to add or eliminate City Facilities to receive City services.

Collect or Collection: Collect or Collection shall mean the act of removing solid waste, including Bulky Waste, for transport to a Disposal site or the act of removing Program Recyclable Materials and program household hazardous waste and electronics for transport to a Processing facility.

Commercial Service Unit: Commercial Service Unit shall mean all establishments other than residential service units, Homeowner Association Units, or Independent School District Units within the corporate limits of the City

Compactor: Compactor shall mean a mechanical unit that receives, compacts and reduces the volume of solid waste or Recyclable Materials.

Container: Container shall mean Carts, Dumpsters and Roll-offs.

Contract: Contract shall mean this Contract, inclusive of these General Conditions, the Request for Proposals, Instructions to Bidders, Contractor's Proposal, Contract Specifications, this Contract, Performance Bond or Letter of Credit, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

Contract Administrator: Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Contract.

Contractor: Contractor shall mean CARDS Dallas Inc, a Texas corporation, and CARDS Holdings, Inc., an Arkansas corporation.

Exhibit C
Original Contract

Disaster Debris: Disaster debris shall mean any waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a disaster. Disaster debris may be generated by any sector affected by a disaster (e.g., households, businesses, government, etc.)

Dispose or Disposal: Dispose or Disposal shall mean the deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water Dispose or Disposal; Dispose or Disposal shall further mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether Containerized or un-Containerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall lawfully Dispose of materials at a Disposal site.

Disposal Site: Disposal site shall mean a landfill or other solid waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of solid waste.

Dumpster: Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically. Contractor shall provide Dumpsters to customers.

Homeowner Association Units: Shall mean a property owners association as defined in Chapter 209 of the Texas Property Code.

Independent School District Units: Shall mean facilities owned and operated by Anna ISD.

Implementation Plan: Implementation Plan shall mean the formal plan prepared by the Contractor and approved by the City Manager for transitioning solid waste services from the current provider to the Contractor.

Original Contract: Original Contract shall mean the contract approved by the City Council in Resolution 2020-7-759, dated July 14, 2020.

Process or Processed or Processing: Process or Processed or Processing shall mean recovery of Recyclable Materials, treatment into recovered materials, and marketing of recovered materials to end markets and recovery of program household hazardous waste and electronics, treatment of program household hazardous waste and electronics, and marketing of recovered materials to end markets.

Processing Facility: Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials and/or program household hazardous waste and electronics.

Program Household Hazardous Waste and Electronics: Program Household Hazardous Waste and Electronics shall mean materials proposed by Contractor to be included and agreed by the City to be included as program household hazardous waste and electronics.

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Original Contract

Program Recyclable Materials: Program Recyclable Materials shall mean mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines etc.), bagged shredded paper, steel and tin cans (fruit and vegetable cans), aluminum cans, plastic Containers - # 1,2,3,4,5 & 7, and glass bottles/jars/Containers and shall be collected in a Single Stream. In addition, Program Recyclable Materials include other materials proposed by Contractor to be included and agreed by the City to be included as Program Recyclable Materials.

Recyclable Material: Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or disposing of such material.

Recycling: Recycling shall mean a Process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting Process if the compost material is put to beneficial use.

Recycling Services: Recycling Services shall mean the Collection and Processing of Program Recyclable Materials and Program Household Hazardous Waste and Electronics.

Residential Unit: Residential Unit shall mean a room or a group of rooms including cooking accommodations, occupied by one family, and in which not more than two persons, other than members of the family, are lodged or boarded for compensation at any one time and/or as designated by the Contract Administrator as a Residential Unit.

Roll-off: Roll-off shall mean a metal receptacle with a minimum capacity of approximately twenty (20) and a maximum capacity of forty (40) cubic yards, intended for high-volume generation of solid waste, and designed to be transported to a Disposal site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.

Set-out: Set-out shall mean material(s) placed by a customer for Collection by Contractor.

Single Stream: Single Stream shall mean commingled and not required to be subdivided by the customer prior to Collection.

Solid Waste: Solid Waste shall mean garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

Exhibit C

Original Contract

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.); or
- d) Unacceptable waste.

Solid Waste Services: Solid Waste Services shall mean the Collection and Disposal of solid waste including without limitation Bulky Waste.

Special Events: Special Events shall mean events sponsored in whole or in part by the City, or conducted within the City and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized musical and sporting events.

Unacceptable Set-out: Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.

Unacceptable Waste: Unacceptable Waste shall mean any solid waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, untreated Medical Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

White Goods: White Goods shall mean all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash Compactors and other items of similar weight, material, size and nature.

Yard Trimmings: Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials.

ARTICLE 2 Types of Collection

2.01 Residential Collection:

2.01.01 Contractor shall collect Solid Waste and Program Recyclable Materials from the premises of residential accounts within the City utilizing Carts and semi-automated or automated Collection vehicles. Separate Carts shall be provided for Solid Waste and for Program Recyclable Materials. All Residential Units will be furnished by Contractor with a new Cart for Solid Waste Services and Recycling Services as described in this Contract within five (5) business days from request submitted

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Original Contract

to the Contractor. Residential Units will be provided with additional Carts if requested by the customer. Point of service or Collection shall be the paved alley at the driveway connection to the Residential Unit, the street at the driveway connection to the Residential Unit, or at some other location determined by the City. Side door collection for those residents that are physically unable to place their Cart in the required location will be provided at no additional charge. Collection of Solid Waste, Program Recyclable Materials, shall occur a minimum of once weekly, on the same scheduled day, unless otherwise specified. The Contractor may revise or amend the designated collection routes subject to approval by the Contract Administrator.

2.01.02 Residential Collection Set-out, including Bulky Waste, has no Set-out limits. Residents may Set-out excess solid waste, Bulky Waste and Program Recyclable Materials outside Carts. Contractor shall collect all Christmas trees outside of Carts for the two weeks following December 25th.

2.01.03 All Collection from Residential Units of solid waste and Program Recyclable Materials will occur on the same day of the week. Bulky Waste Collection is provided on the same day as Collection of solid waste and Program Recyclable Materials or the following day once per month. Contractor may not require customers to separate Yard Trimmings or other brush or prepare same in any particular manner for purposes of processing same by mulching or composting. Bulky Waste Collection will be limited to three (3) cubic yards per Collection. The Contractor will also provide Solid Waste Services via temporary Roll-offs to residential customers via 20 CY, 30 CY, and 40 CY Roll-offs with and without Compactors.

2.01.04 As part of the Residential services under this Contract, the Contractor will provide one annual Collection of Program Household Hazardous Waste and Electronics. These services will be provided as an event at a certain location as determined by the City. The date and the time of said event will be as agreed to by the City and Contractor. Said services shall be provided for a mutually agreeable fee.

2.02 Commercial Service Units, Homeowner Association Units, and Independent School District Units Collection

2.02.01 In addition to residential services, the Contractor will provide Collection of solid waste via Carts, Dumpsters or Roll-offs to Commercial Service Units, Homeowner Association Units, and Independent School District Units. The Contractor will provide at a minimum once per week Solid Waste Services for such units. For such units that are low waste generators, the Contractor will provide once per week Collection of solid waste via up to three 96-gallon Carts. For such units that are not low waste generators, the Contractor will provide at least once per week and up to six days per week Collection of solid waste via 2 cubic yard (CY), 4 CY, 6 CY, and 8 CY Dumpsters without vertical Compactors and 4 CY, 6 CY, and 8 CY Dumpsters with vertical Compactors. The Contractor will also provide Solid Waste Services via Roll-offs to customers via 20 CY, 30 CY, and 40 CY Roll-offs with and without Compactors.

Exhibit C

Original Contract

2.02.02 In addition to Solid Waste Services, the Contractor will offer, as a non-exclusive service, Recycling services to Commercial Service Units. To incentivize Recycling, the Contractor will provide service fees for Recycling services that are equal to or less than the equivalent service fee for Solid Waste Services.

2.02.03 Collections frequency and Container size and quantity shall be adequate to maintain premises free of accumulation of waste. Collection shall be in a Container as designated by customer. All Containers shall be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable Container pads, locations and screenings, provided however such pads or locations must be sufficient to bear the weight of all the Contractor's equipment and vehicles reasonably required to perform the service provided herein.

2.02.04 The Contractor will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to Dumpsters, Roll-offs, and Compactors owned by the Contractor. Customers may elect to purchase Compactors. All Dumpsters shall have lids that fully close. Dumpsters and Roll-offs must be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for the Dumpster or Roll-off size. Dumpsters and Roll-offs shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City. The Contractor is responsible for removing graffiti from its Dumpsters, Roll-offs, and Compactors. Collection drivers shall notify the Contractor at the end of each day of any Dumpster, Roll-off, or Compactor containing graffiti. The Contractor shall remove any graffiti from its Dumpsters, Roll-offs, and Compactors within five (5) business days of notification. Each Dumpster, Roll-off, and Compactor of the Contractor is subject to inspection by the City and approval as to appearance and condition before placement at any City Facility. A Dumpster, Roll-off, or Compactor of the Contractor shall be reconditioned and repainted if necessary before being supplied to a City Facility that had not used it earlier. If the City so requires, a Dumpster, Roll-off, or Compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the City's needs and/or locations, the City may require the Contractor to install and service a Dumpster, Roll-off, or Compactor. Damage to Dumpster, Roll-off, or Compactor on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others. The Contractor shall be responsible for the repair of all Dumpsters, Roll-offs, or Compactors damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Dumpster, Roll-off, or Compactor that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

2.03 City Services: The Contractor will provide City services at no charge to the City. City services include the following:

1. City Facilities Solid Waste Services and Recycling Services. The Contractor will provide solid waste services and recycling services to all current and future City facilities. This includes hauling and disposing of sludge from the City's wastewater treatment plant.

Exhibit C

Original Contract

2. City Sponsored Special Events. The Contractor will provide solid waste services and recycling services to any City sponsored special event. Currently the City hosts 3-5 special events per year. The Contractor will provide up to twenty-five (25) 90-96-gallon solid waste Carts and twenty-five (25) 90- 96-gallon recycling Carts per event or containers equivalent to. The City will provide a two-week notification to the Contractor to schedule such events and provide information on the number of Carts needed and the location to stage Carts and pick up. Upon completion of the event, the Contractor will pick up the Carts within 24 hours.

2.04 Unacceptable and Uncollectible Waste:

2.04.01 The Contractor shall tag items placed for Collection that are not collectable under the terms of the Contract. The Contractor shall promptly notify the City of the address where the tagged item is located but no later than by 10:00 AM, Central Standard Time, the next business day. The procedure and forms utilized to provide notice to customers must be approved by the Contract Administrator. The Contractor shall report unusual accumulations and Unacceptable Waste to the City. The City shall determine whether the customer has or is habitually abusing the waste Collection services. Upon such determination, the customer shall be advised to eliminate the accumulation, which may be through services of the Contractor. Future unusual accumulations at the same location may involve City Code Enforcement action.

2.04.02 The Contractor shall collect all Solid Waste and Recyclable Materials Set-out in Carts, Dumpsters, and Roll-offs. For Residential Units, the Contractor shall collect all Christmas trees from residential service units for the two-week period following December 25th of each year. If the City elects once per month bulky waste services for residential units, the Contractor shall collect up to four (4) cubic yards of bulky waste per collection. The Contractor is not responsible for collecting in excess of the Set-out limits. It shall be the Contractor's responsibility to give notice first to the customer and also to the Contract Administrator if a Set-out exceeds the Set-out limits. The City shall be the sole and final judge as to whether a Set-out exceeds the Set-out limits.

2.04.03 The Contractor may inspect each Set-out prior to collection for compliance with this Contract. For all unacceptable Set-outs, the Contractor shall provide a written report of the unacceptable Set-outs including the address, the reason(s) the Set-out was an unacceptable Set-out, and other information as requested by the City to the City by 10:00 AM, Central Standard Time, the next business day. Prior to collection of the Set-out, the Contractor may designate a Set-out as an unacceptable Set-out for the following reasons:

1. Set-out exceeds the Set-out limits established in this Contract; or
2. Set-out of Program Recyclable Materials contains more than twenty-five percent (25%) of non-recyclable materials by weight.

Exhibit C
Original Contract

The Contractor may not designate a Set-out as an unacceptable Set-out for any reason other than those identified in this Contract. If the Contractor designates a Set-out as an unacceptable Set-out for any of the reasons set forth in this Contract, the Contractor shall:

1. Collect the portion of the Set-out that is properly Set-out; and
2. Immediately provide an unacceptable Set-out notice to the customer stating the reason the Set-out or portion of the Set-out was designated as an unacceptable Set-out.

2.05 Recyclable Materials:

2.05.01 The Contractor must Process a minimum of ninety-five percent (95%) by weight of Program Recyclable Materials from all Residential Units into recovered material per month.

2.05.02 The Contractor shall provide for the Single Stream Collection and Processing of all Program Recyclable Materials as defined in this Contract. The Contractor may retain all revenues from the sale of all collected Program Recyclable Materials.

2.05.03 The Contractor shall not commingle Program Recyclable Materials with Solid Waste or other non-recyclable material. The Contractor shall not Dispose of any Program Recyclable Materials in any manner other than at and through an appropriate Recycling facility, except when approved, in advance and writing, by the City. The Contractor shall not market or transfer Program Recyclable Materials to any person or entity that the Contractor knows or reasonably should know will Dispose of Program Recyclable Materials in any manner other than at and through an appropriate Recycling facility, except when approved, in advance and writing, by the City. Under no circumstances shall the delivery to and deposit of Program Recyclable Materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of recyclables to any person, location or facility other than a recognized Recycling facility, be construed to comply with the prohibitions of this paragraph.

2.05.04 A violation of the foregoing provision is a breach of this Contract and may result, at the City's discretion, in the assessment of administrative charges and/or termination of the Contract. All remedies are non-exclusive and the City may elect to pursue any one or more remedy or sanction, including the filing of criminal charges, without waiving the right to pursue any other remedy or sanction.

2.06 Roll-Offs: Upon request of a Residential Unit customer, Contractor shall provide temporary Roll-off Collection in accordance with the Original Contract.

2.07 Exclusive Services: The Contractor shall be the City's exclusive Contractor for the Collection of Solid Waste, Program Recyclable Materials and Bulky Waste from Residential Units and Collections from Commercial Service Units in the City including the Anna Independent School District. The exclusive right does not include properties located in the City's Extraterritorial Jurisdiction (ETJ). However, the Contractor is not prohibited from seeking to provide trash collection services to properties in the ETJ. The exclusive

Exhibit C

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right includes the provision of Solid Waste Collection services to construction projects within the City. In addition, the Contractor shall have the exclusive right to provide all Recycling Collection services to Residential Units. The Contractor shall have the non-exclusive right to provide Recycling Collection to Commercial Service Units and City Facilities. The Contractor, not the City, shall be solely responsible for defending the rights granted to the Contractor herein against third parties.

ARTICLE 3 Collection Operations

3.01 Hours of Operation: Collection of Solid Waste and Program Recyclable Materials shall begin no earlier than 7:00 o'clock a.m. and shall generally not extend beyond 7:00 o'clock p.m. Central Standard Time. No regular weekly residential Collection shall occur on Saturday, however, irregular Collection schedules shifted to accommodate holidays may occur on Saturdays. No Collection shall be made on Sunday. Commercial services shall be provided Monday through Saturday. The Contractor shall not change collection days or schedules to Residential Units without written authorization by the Contract Administrator. The City and the Contractor shall mutually agree to holidays to be observed. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The City shall determine the service level, including container type and collection frequency, and schedule for all City Facilities Collections. Commercial services and Roll-off services customers and the Contractor shall agree upon the collection schedule and days subject to no objection by the City.

3.02 Hours of Disposal: Contractor shall Dispose of waste within the operating hours of the Disposal Site.

3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the Contract Administrator. The Contract Administrator shall be provided route Collection maps and Container locations.

3.04 Holidays: Holidays for purposes of this Contract will be provided by the Contractor based upon the landfill schedules, including any of the following holidays which fall on a weekday (Monday thru Friday):

- New Years Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas Day

3.05 Alternate Schedule: Contractor may elect to observe any or all the above-referenced holidays by suspension of Collection service on the holiday; provided, however, the Contractor shall collect for Residential Units the next calendar day following the holiday. Contractor shall provide an annual holiday schedule to City each October and updates quarterly. Contractor shall inform customers by public notice in a newspaper of general circulation, mail out piece, electronic mail and website alert or other effective means as agreed upon with City.

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3.06 Vehicle Maintenance and Specifications:

3.06.01 The average age of frontline collection vehicles (including chassis and packer) shall not exceed the age of this Contract. No more than 50% of the fleet shall be at an age beyond age of this Contract. The age of a vehicle will be deemed to be the age of the oldest of the two primary components of the vehicle (chassis and packer). For example, during the first year of this Contract, the average age of all vehicles shall be no more than one (1) year. During the second year of this Contract the average age of all vehicles shall be no more than two (2) years, and so on for the duration of this Contract. All vehicles shall be kept in a clean and sanitary condition. Collection and management vehicles shall be painted in the Contractor's color or colors schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle. No advertising shall be permitted other than the name, address, and phone number of the Contractor.

3.06.02 Collection vehicles shall be manufactured to provide the services specified. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection. In addition, collection vehicles will have back-up cameras, spill kits, and GPS tracking capability. The GPS equipment shall enable the Contractor to verify the location and routes of all trucks deployed in the City. All trucks shall also be equipped with camera equipment and technology, to enable and deploy a set of cameras that record the activities of trucks used in the City, which can be recalled and viewed by the City as needed.

3.06.03 The Contractor shall utilize equipment which can safely maneuver all City streets and properly collect waste and redistribute Carts. Contractor shall review existing neighborhoods, including streets and on-street parking conditions to ensure that all equipment used shall meet this requirement.

3.06.04 The Contractor shall maintain a complete inventory showing each vehicle (type, capacity, approximate age) used for performing services within the City. Upon approval of the City, the Contractor may change vehicles from time-to-time and shall revise the inventory accordingly. Replacement vehicles shall conform to this Section 3.06. The City may consider allowing the Contractor to utilize older vehicles in a temporary manner due to unforeseen vehicle damage or breakdown. Such temporary vehicle usage shall not exceed 30 calendar days prior to being replaced with a permanent vehicle conforming to this Section 3.06.

3.06.05 The Contractor shall exercise care to prevent spilling, leaks and littering during the Collection Process. The Contractor shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The Contractor shall immediately pick up and clean up all spills, leaks and litter resulting from Contractor's proposer's vehicles/equipment, or by Contractor's employees or subcontractors while performing services under this Contract. Each vehicle shall be equipped with the proper tools and cleaning equipment to adequately clean up any spillage. No equipment shall be allowed to leak or scatter any waste within the limits of the City nor while en route to the Disposal Site where such accumulations shall be dumped.

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3.07 Commingling and Disposal of Recyclable Materials Prohibited:

3.07.01 Except when approved in writing by the City, the Contractor shall not commingle Recyclable Materials with any other materials. Commingling of such materials is a breach of this Contract that may result, at the City's discretion, in administrative charges and/or termination of this Contract.

3.07.02 The Contractor shall not dispose of any Recyclable Materials collected for recycling, or market such materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the City.

3.07.03 Disposal of Recyclable Materials collected for recycling, or marketing of such materials to markets that the Contractor knows or reasonably should have anticipated will dispose of such materials, except when approved by the City, is a breach of this Contract that may result in administrative charges and/or termination of this Contract.

3.07.04 In this Section 3.07, "dispose" or "disposal" means the delivery to and deposit of Recyclable Materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of Recyclable Materials to any person, location or facility other than a recognized recycling facility.

3.08 Disposal and Processing Services:

3.08.01 The Contractor will be responsible for providing disposal services. Contractor shall have and maintain during the term hereof, adequate disposal and processing capacity for the City's needs and the needs of all Residential Units and all Commercial Service Units within the City. All solid waste collected under this Contract shall be disposed of at a Disposal Site properly authorized under all applicable federal, state and local laws. All recyclable materials collected under this Contract shall be processed at a processing facility properly authorized under all applicable federal, state and local laws.

3.08.02 The Contractor will be responsible for processing all recyclable materials collected from the City and all . The Contractor must process a minimum of ninety-five percent (95%) by weight of program recyclable materials from residential customers into recovered material per month. Prior to award of this Contract, the City and the Contractor will agree to the minimum processing requirements for hazardous waste and electronics services collection.

3.09 Carts:

3.09.01 New Carts shall meet the requirements set forth in the Original Contract. Carts must be 90-96 gallons. In addition, recycling Carts must have a full-color in-mold label on the lid of the Cart of Program Recyclable Materials and non-Program Recyclable Materials with a minimum size of 100 square inches.

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3.09.02 The Contractor shall supply all new Carts during the term of this Contract, be responsible for maintenance, repair, warranty issues, replacement, and retain ownership of Carts in the possession of residential units at the expiration of this Contract.

3.09.03 Upon notice from the City, the Contractor shall deliver new Carts to new customers. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than three (3) business days after notice. Used Carts must be cleaned prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered. Customers shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the Cart causing the Cart to melt, and procedures to follow to minimize potential fire problems.

ARTICLE 4 Complaints; Missed Collections

4.01 Contractor's Office: The Contractor shall maintain an office or other facilities through which it can be contacted. The office shall be equipped with sufficient telephones having toll free phone numbers and have a responsible person in charge and an adequate number of competent persons available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular Collection days. When residential Collection is postponed one day for the holiday schedule the Contractor's customer service personnel must be available to answer phones on all days during which Collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

4.02 Customer Service and Complaint Resolution:

4.02.01 The Contractor will be primarily responsible for complaints and the City will forward all initial complaints to the Contractor for resolution. Customer complaints shall be directed to the Contractor, and the Contractor shall give each complaint received prompt and courteous attention. The Contractor shall respond to all complaints via phone or written correspondence with the customer within one business day. The Contractor shall maintain a log of complaints and shall provide the City, on a daily basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

4.02.02 If a complaint cannot be resolved and the City's Contract Administrator is notified by the complainant, it will be the Contractor's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner. The Contractor shall provide a single source contact for the City's Contract Administrator for complaints or other city needs and shall communicate back with the Contract Administrator within two (2) hours of initial outreach.

4.03 Customer Grievances:

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 3 business days of notification. The decision of the City shall be final and binding.

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4.04 Reserved.

4.05 Reserved.

4.06 Customer Notifications

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste, etc. Unacceptable set-out notices and program introduction notices shall be printed and distributed by the Contractor. All other notices shall be printed and distributed by the City.

4.07 Reporting

4.07.01 The Contractor shall provide the following weekly and monthly reports to the Contract Administrator. Reports shall be in a format approved by the Contract Administrator. Complete and accurate weekly reports must be submitted to the Contract Administrator by no later than 3:00 PM, Central Time on Friday, each week. Weekly reports must contain the following information:

1. Call Log – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. Unacceptable Set-out Log - Spreadsheet of unacceptable Set-outs by address and description of reason.

4.07.02 Complete and accurate monthly reports must be submitted to the Contract Administrator on or before the tenth (10th) day of each month. Monthly reports must contain the following information:

1. Amount of Solid Waste and Program Recyclable Materials Collected – spreadsheet listing amounts (in tons/pounds) of Solid Waste and Program Recyclable Materials collected by customer type. The spreadsheet must also include year-to-date totals.
2. Customer List for Roll-off Services – identify each by address and level of service, name, and contact information.
3. Billing and Revenue Documentation – documentation justifying the Contractor's billings and revenue derived by the Contractor for services within the City.
4. Summary of motor vehicle accidents or moving violations involving the Contractor's vehicles and any other infractions by or accidents/injuries/damages involving the Contractor's employees while performing services under this Contract.

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4.08 Missed Collections: The Contractor shall notify the City by 5:00 PM, Central Standard Time when a route may not be completed before 7:00 PM Central Standard Time. The Contractor shall notify the City immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled. When notification of a missed Collection is received, the Contractor shall provide Collection the next business day.

4.09 Materiality: Without limiting the materiality of other provisions of this Contract, the Contractor's compliance with the complaint resolution, customer grievance, and reporting requirements of this Article 4 is and shall be a material term of this Contract.

ARTICLE 5 Billings; Payments; Charges

5.01 Billing and Payments:

5.01.01 The City shall provide the Contractor a customer list for residential services and commercial services identifying each by address and level of service. The Contractor shall provide the City a customer list for all other customers, identifying each by level of service, address, name, and contact information. The City and the Contractor shall update the customer list each month.

5.01.02 The City will be responsible for billing and Collection of payments for solid waste and recycling services based on the customer list. The Contractor will be responsible for billings and collection of payments for all Roll-off services, and additional pickups. The Contractor shall bill customers in accordance with this Contract and then-current fee schedule plus the then-current franchise fee, if one is in place. The Contractor shall not bill customers for any fees other than those specifically authorized in this Contract.

5.01.03 Within thirty (30) calendar days of the end of each month, the City shall remit to the Contractor payment, less any franchise fees, disputed amounts, administrative charges, and payments withheld in accordance with the Contract, for residential services and commercial services rendered by the Contractor and billed by the City for the prior month.

5.01.04 Within thirty (30) calendar days of the end of each month, the Contractor shall remit to the City payment for any franchise fees, and other payments in accordance with this Contract for services rendered by the Contractor or payments due for the prior month.

5.02 Administrative Charges (Liquidated Damages): The Contractor understands that if it does not timely perform its obligations pursuant to the terms of this Contract or violates any provision of the Contract, City will suffer damages which are difficult to determine and adequately specify. The City and the Contractor agree that the liquidated damage amounts set forth herein are not penalties but are instead an estimate of damages that the City and public will sustain if any of the types of breaches listed below occur. In this regard, the Contractor agrees, in addition to any other remedies available to City, that City may withhold payment to Contractor in the amounts specified below as administrative charges for failure of the Contractor to fulfill its obligations. The following is a non-exclusive list of acts or omissions

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constituting breaches of this Contract entitling the City to withhold payment to the Contractor of the liquidated damage amount set forth for each such breach:

1. Failure to clean up spill as identified in this contract: \$250 per occurrence.
2. Failure to correct a missed collection as specified in this contract: \$50 per occurrence per day.
3. Failure to respond to a customer complaint as specified in this contract: \$100 per occurrence per day.

5.03 Remittance of Charges: The City may impose administrative charges in the amounts set forth above (or withhold such amounts from payments due to the Contractor) when the Contract Administrator determines that performance consistent with the provisions of this Contract has not occurred. The Contract Administrator shall notify the Contractor in writing or electronically of each act or omission under the terms of this Contract reported to or discovered by the City or its designee. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of any complaint.

5.04 Remedies Cumulative. The City may deduct the full amount of any such charges from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law, at equity, or pursuant to the terms of this Contract. Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Contract shall survive termination or expiration of this Contract.

ARTICLE 6 Rates and Fees

6.01 Franchise Fee: For the right and privilege of using the City's public rights-of-way to provide scope of services of this Contract, the City may choose to implement a Franchise Fee as part of the annual contract renewal in an amount not to exceed 5% of gross receipts resulting from operation of the Solid Waste Collection Services withing the City. Said Franchise Fee shall be shown in Exhibit "B," which shall be updated if implemented. All collection and disposal fees listed in Exhibit "B" exclude Franchise Fees.

6.02 Collection Fees: The fees assessed by Contractor to the City shall be as set forth in Exhibit "B" ("Solid Waste and Recycling Collection Fees"). The fees may be modified during the term of this Contract, or any renewal term, only in accordance with the following provisions; provided, however, that the fees set forth in Exhibit "B" shall not be revised based on changes in the CPI-U, Fuel Adjustment, or landfill and recycling processing fees during the first year of this Contract.

6.02.01 The Contractor may submit a written request for modification to fees on or before July 1, 2022 and every July 1 thereafter. If either party fails to submit a written request or notice of a fee modification on or before July 1st of any year, the existing fees shall apply throughout the following year. All fees shall remain fixed from the execution of this Contract through September 30, 2022. A fee adjustment may be based on: (1) changes to the CPI-U, (2) changes to the Fuel Adjustment, and (3) changes to disposal and recycling process fees at landfills and material recovery facilities (MRF). Any fee adjustment shall be effective of and from October of the year in which requested or noticed. City billing fees will be determined by the City and added to the base for residential, commercial, and

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dumpster rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

6.02.02 The adjustment to fees based on CPI, Fuel Adjustment, and disposal and recycling process fees, whether an increase or decrease, shall be a composite of the CPI and Fuel indices and real price changes at landfills and MRF's as set forth herein. The parties agree that any annual fee adjustment shall not exceed seven percent (7%) for any single year.

1. CPI Adjustment. Fees will remain fixed as set forth in Exhibit "B" and may not be adjusted for changes in Consumer Price Index (as hereinafter defined), until August 31, 2021. Any proposed CPI adjustment shall be included in the annual updates to Collection and Disposal service rates commencing on August 31, 2021 and continuing annually on each September 30th of each year. Contractor shall provide City with CPI information as part of the rate adjustment process for City review and approval.

2. Fuel Adjustment. Fees will remain fixed as set forth in Exhibit "B" and may not be adjusted for changes in fuel price (as hereinafter defined), until August 31, 2021. Any proposed fuel adjustment shall be included in the annual updates to Collection and Disposal service rates commencing on August 31, 2021 and continuing annually on each September 30th of each year. Contractor shall provide City with fuel price information as part of the rate adjustment process for City review and approval.

3. Disposal and Processing Adjustment. Fees will remain fixed as set forth in Exhibit "B" and may not be adjusted for changes in disposal and recycle processing prices (as hereinafter defined), until September 30, 2022. Any proposed disposal and recycling process adjustment shall be included in the annual updates to Collection and Disposal service rates commencing on September 30, 2022 and continuing annually on each September 30th of each year. Contractor shall provide City with disposal and recycle process price information as part of the rate adjustment process for City review and approval.

6.03 Recyclable Materials Revenues: Contractor shall retain all revenues from the sale of Recyclable Materials.

6.04 Audit: The City may, on reasonable notice, at reasonable times and at the City's expense, request and conduct an audit of the Contractor's books and records to establish compliance with the rates and fees charged under this Contract. To the extent allowed by law, the City will maintain confidentiality of all information received by the City in such audits.

ARTICLE 7 Disaster Management

7.01 Disaster. The City and the Contractor will negotiate the services, including compensation, related to excessive debris and solid waste resulting from a force majeure event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, ice storms, etc., determined by the City to have caused widespread destruction and which results in increased residential services tonnage by 20% or

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more from the average per household of historical residential services tonnage for the same quarter for the prior three years. Collection of all other Disaster Debris (at less than the foregoing 20% limitation) shall be provided by the Contractor at no additional charge. The City may further require the Contractor to submit a disaster management plan that may be incorporated into this Contract.

7.02 Force Majeure. The occurrence of a force majeure event shall in no way relieve Contractor of any of its obligations under this Contract, and Contractor shall make best efforts to provide the same or comparable level of service as provided prior to the event.

ARTICLE 8 Insurance; Indemnification; Bond

8.01 Generally. The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

8.02 Certificates, Generally. Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Contract. The certificates shall state that thirty (30) calendar days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

8.03 Compliance and Ratings. The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

8.04 Workers Compensation Insurance Coverage.

8.04.01 Definitions related to Workers Compensation Insurance Coverage:

1. Certificate of coverage (or "certificate") is a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84 or equivalent), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services under this Contract for the duration of this Contract.
2. "Duration of this Contract" includes the time from the commencement of services and continuing for seven years plus any optional renewal term(s) and/or other extensions.
3. "Persons providing services" includes all persons or entities performing all or part of the services the Contractor has undertaken to perform under this Contract, regardless of whether that person contracted directly with the Contractor and regardless of whether that

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person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services related to this Contract.

4. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Contract. "Services" does not include activities unrelated to this Contract, such as parts suppliers, office supply deliveries, or other incidental vendors.

8.04.02 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on this Contract.

8.04.04 The Contractor must provide a certificate of coverage to the City prior to commencement of service. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of this Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

8.04.05 The Contractor shall obtain from each person providing services under the Contract, and provide to the City:

1. a certificate of coverage, prior to that person beginning work related to this Contract, so the City will have on file certificates of coverage showing coverage for all persons providing services related to this Contract; and
2. no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Contract.

8.04.06 The Contractor shall retain all required certificates of coverage for the duration of this Contract and for one year thereafter.

8.04.07 The Contractor shall notify the City in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services related to this Contract.

8.04.08 The Contractor shall post at the office where the vehicles serving the City are based a notice in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services related to this Contract that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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8.04.09 The Contractor shall contractually require each person with whom it contracts to provide services to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory definitions/requirements of Texas Labor Code, §401.011(44) for all of its employees providing services related to this Contract, for the duration of this Contract;
2. provide to the Contractor, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of this Contract or services;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of this Contract or services;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Contract;
5. retain all required certificates of coverage on file for the duration of this Contract or services and for one year thereafter;
6. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
7. contractually require each person with whom it contracts, to perform as required by paragraphs 8.04.01 – 8.04.07, with the certificates of coverage to be provided to the person for whom they are providing services.

8.04.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services under this Contract will be covered by workers' compensation coverage for duration of this Contract. The Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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8.04.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare this Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

8.05 Comprehensive Automobile Liability.

8.05.01 The Contractor's automobile liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

8.05.02 The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person ...\$1,000,000/occurrence
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Property Damage	...\$1,000,000/occurrence
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8.05.03 The insurance shall be of the occurrence type and name the City as an additional insured with a requirement that the City be notified at least 30 days in advance of any material change in policy terms, including cancellation. There shall be no deductible applied to the City as additional insured.

8.06 Comprehensive General Liability.

8.06.01 The Contractor's general liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or the Contractor's agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Section 8.07.

8.06.02 To the extent that the Contractor's work, or work under the Contractor's direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person ...\$1,000,000/occurrence
---------------	--

Property Damage	...\$1,000,000/occurrence ...\$2,000,000/aggregate
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The insurance shall be of the occurrence type and shall name the City as an additional insured. There shall be no deductible applied to the City as additional insured.

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8.07 DEFENSE OF SUITS.

IF ANY ACTION IN COURT IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE SUCCESSFUL PROPOSER TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS UNDER THE CONTRACT; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE SUCCESSFUL PROPOSER OR THE CONTRACTOR'S SUBCONTRACTORS OR ANY OF THE CONTRACTOR'S OR SUBCONTRACTORS' AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIAL MEN, OR SUPPLIERS THE SUCCESSFUL PROPOSER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION.

8.08 INDEMNITY AND RELEASE.

THE SUCCESSFUL PROPOSER IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY (AND ANY OF THE CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF THE SUCCESSFUL PROPOSER, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

SAID INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO THE SUCCESSFUL PROPOSER, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY THE SUCCESSFUL PROPOSER OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES, OR BY ANY OTHER PERSON OR PERSONS.

THE FOREGOING INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

THIS SECTION 8.08 PROVIDES FOR SOLE LIABILITY OF THE CONTRACTOR REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT

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LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

8.09 Performance Bond.

A performance bond in the amount of \$250,000.00 will be maintained and renewed each year during the term of this Contract. Proof of renewal of the bond must be submitted to the City prior to August 31 each year of this Contract. The performance bond shall guaranty full and faithful performance of this Contract and the bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bond. The performance bond furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas. The bond will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the City prior to August 31st each year of the Contract.

ARTICLE 9 Miscellaneous

9.01 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to its performance of this Contract, and shall further ensure that all subcontractors observe and comply with said laws, ordinances and regulations.

9.02 This Contract shall be governed by the laws of the State of Texas. Exclusive venue for any cause of action arising under this Contract or the work to be performed hereunder shall be in the state courts of Collin County, Texas.

9.03 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

9.04 The provisions of this Contract are severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

9.05 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

Exhibit C

Original Contract

9.06 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

9.07 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed and sent certified mail, return receipt requested, to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties. However, notice of breach, of assessment of charges, or of intent not to renew shall be sent by certified mail, return receipt requested, and no electronic transmission thereof shall be deemed sufficient.

9.08 This Contract shall be effective on the last date affixed to the parties' signatures below.

AGREED:

CARDS DALLAS INC

By: _____
[Dan Christensen], its President

CARDS HOLDINGS, INC

By: _____
[Dan Christensen], its President
[insert mailing address of company]

CITY OF ANNA, TEXAS

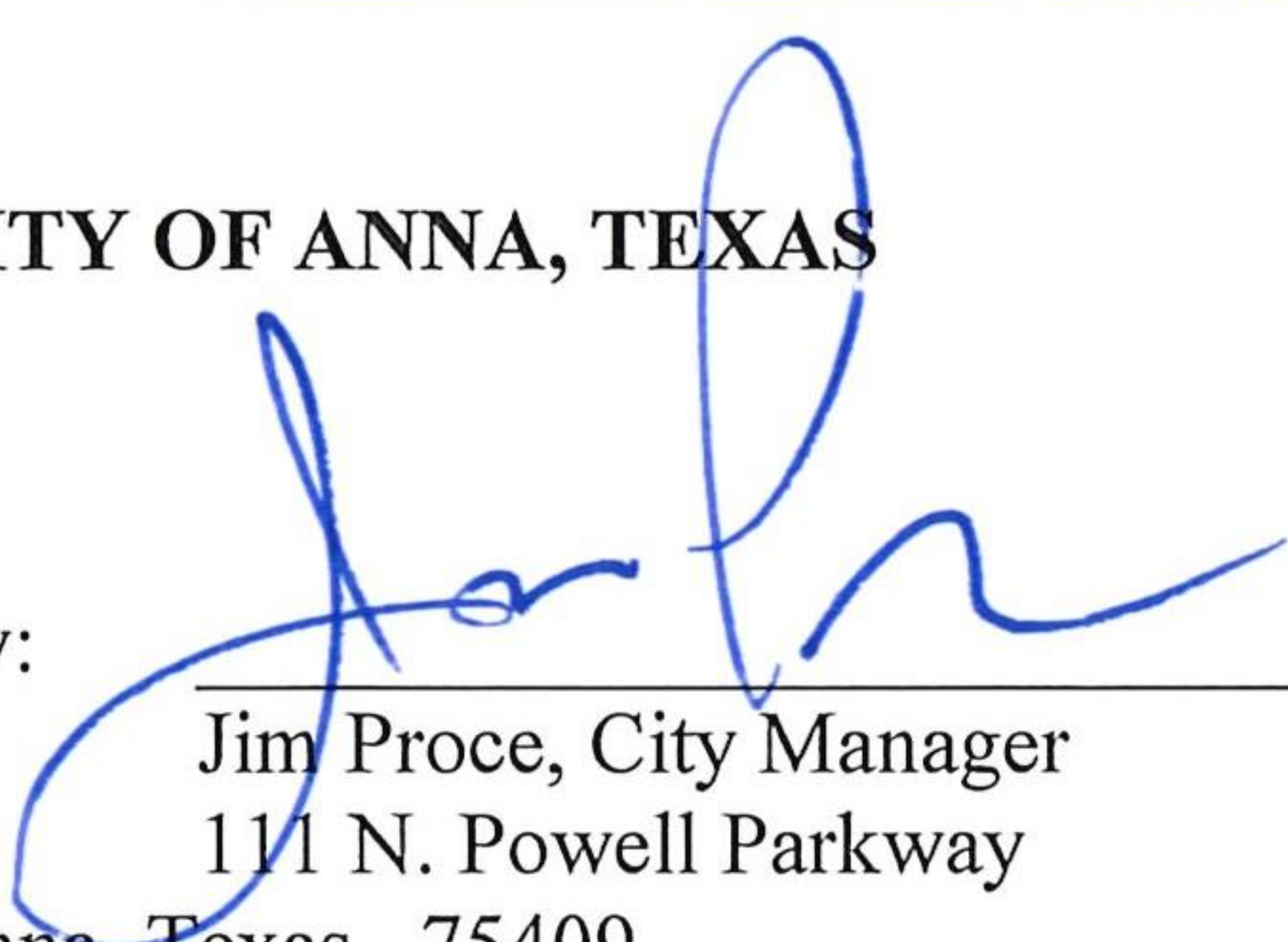
By:  _____
Jim Proce, City Manager
111 N. Powell Parkway
Anna, Texas 75409

Exhibit C
Original Contract

**FIRST AMENDED AND RESTATED SOLID WASTE COLLECTION AND DISPOSAL CONTRACT
BETWEEN CITY OF ANNA AND CARDS**

Exhibit B

(a) **Solid Waste and Recycling Collection Fees** Residential polycart collection service, per Residential Unit*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(b) Homeowners Association polycart collection service, per Homeowner Association Units*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(c) Commercial Service Unit and Independent School District Unit Collection and Disposal Service Fees for CARDS

iv. CARDS - Dumpster service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$ 26.27	\$ 52.54	\$ 78.81	\$ 105.08	\$ 131.35	\$ -
2 cu yd	\$ 93.52	\$ 152.37	\$ 236.43	\$ 315.24	\$ 409.81	\$ 491.77
3 cu yd	\$ 114.54	\$ 183.89	\$ 246.94	\$ 367.78	\$ 483.37	\$ 580.07
4 cu yd	\$ 134.90	\$ 210.16	\$ 299.62	\$ 420.32	\$ 550.96	\$ 661.72
6 cu yd	\$ 173.24	\$ 315.24	\$ 472.86	\$ 630.48	\$ 788.10	\$ 947.14
8 cu yd	\$ 204.48	\$ 400.44	\$ 568.00	\$ 735.56	\$ 920.16	\$ 1,103.34

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

v. CARDS - Vertical Compactor Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$ 184.60	\$ 369.20	\$ 552.38	\$ 735.56	\$ 920.16	\$ 1,104.76
4 cu yd	\$ 342.22	\$ 683.02	\$1,025.24	\$ 1,366.04	\$ 1,708.26	\$ 2,049.06
6 cu yd	\$ 525.40	\$ 1,050.80	\$1,576.20	\$ 2,101.60	\$ 2,627.00	\$ 3,152.40
8 cu yd	\$ 719.94	\$ 1,439.88	\$2,159.82	\$ 2,837.16	\$ 3,572.72	\$ 4,288.40

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

i. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (per ton)
20 cu yd	\$150.00	\$100.00	\$300.00	\$42.00
30 cu yd	\$200.00	\$100.00	\$350.00	\$42.00
40 cu yd	\$225.00	\$100.00	\$400.00	\$42.00

*Rates do not include sales tax, or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING THE ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A6.001 GARBAGE COLLECTION CHARGES; PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

WHEREAS, it is the responsibility of the City of Anna, Texas (the "City") to provide contract solid waste and recycling collection services to residents and businesses in the City; and,

WHEREAS, the City has a contract with CARDS Dallas, Incorporated for exclusive solid waste services in the City of Anna; and,

WHEREAS, the City Council has found and determined a need to revise solid waste and collection fees based upon increased costs to provide service, including increased fuel costs, NTMWD landfill disposal costs, and FCC Recycling Center processing costs; and

WHEREAS, the City of Anna hereby establishes new garbage collection charges; and

WHEREAS, the new garbage collection charges shall go into effect on September 1, 2021; and

WHEREAS, the meeting and public hearing at which this ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Recitals Incorporated.

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

Section 2. Adoption of Garbage Collection Charges.

As relates to all solid waste and recycling collection in the City of Anna, the City Council hereby revises the current rates shown in Exhibit A and adopts the garbage collection charges as set forth in Section 3 and detailed in Exhibit B of this ordinance.

Section 3. Amendments to Part II of the Anna Code.

This ordinance amends Appendix A of the Anna City Code of Ordinances (the “Anna Code”) to add the provisions below and rates and rate provisions included in Exhibit B, to become and made part of the Anna Code as follows:

- (a) Effective Date. Bills calculated after September 1, 2022 shall use the newly adopted rates presented fully in Exhibit B referenced herein.
- (b) Total monthly charges. The total monthly charges stated on customer bills shall be paid by the customer in accordance with the terms stated in such bill.

Section 4. Penalty.

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed \$2,000 for each incidence of violation. Each violation is considered a separate offense and will be punished separately.

Section 5. Severability.

All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. Publication of the Caption Hereof and Effective Date.

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of August 2022.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit A
Current Rates
(following page)

Sec. A6.001 Garbage collection charges

(a) Residential polycart collection service, per residential unit*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(b) Homeowners Association polycart collection service, per HOA unit*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(c) Commercial Collection and Disposal Service Rates: the following rates are for commercial and multi-family solid waste services, which will be billed by the city.

iv. Dumpster Collection and Disposal service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$ 28.94	\$ 57.88	\$ 86.82	\$ 115.76	\$ 144.85	\$ -
2 cu yd	\$ 103.03	\$ 167.86	\$ 260.47	\$ 347.29	\$ 451.39	\$ 541.77
3 cu yd	\$ 126.19	\$ 202.59	\$ 272.05	\$ 405.17	\$ 532.46	\$ 639.05
4 cu yd	\$ 148.62	\$ 231.53	\$ 330.08	\$ 463.06	\$ 606.98	\$ 729.00
6 cu yd	\$ 190.85	\$ 347.29	\$ 520.94	\$ 694.58	\$ 868.23	\$ 1,043.44
8 cu yd	\$ 225.27	\$ 441.15	\$ 625.75	\$ 810.35	\$ 1,013.72	\$ 1,215.52

*Note: Rates do not include sales tax.

v. Vertical Compactor Collection and Disposal Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$ 203.37	\$ 406.74	\$ 608.54	\$ 810.35	\$ 1,013.72	\$ 1,217.08
4 cu yd	\$ 377.01	\$ 752.46	\$ 1,129.48	\$ 1,504.93	\$ 1,881.94	\$ 2,257.39
6 cu yd	\$ 578.82	\$ 1,157.64	\$ 1,736.46	\$ 2,315.28	\$ 2,894.09	\$ 3,472.91
8 cu yd	\$ 793.14	\$ 1,586.28	\$ 2,379.41	\$ 3,125.62	\$ 3,935.97	\$ 4,724.41

*Note: Rates do not include sales tax.

(d) Independent School District Collection and Disposal Service Rates: the following rates are for Anna Independent School District solid waste services, which will be billed by the city.

vi. Dumpster Collection service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$ 26.27	\$ 52.54	\$ 78.81	\$ 105.08	\$ 131.35	\$ -
2 cu yd	\$ 93.52	\$ 152.37	\$ 236.43	\$ 315.24	\$ 409.81	\$ 491.77
3 cu yd	\$ 114.54	\$ 183.89	\$ 246.94	\$ 367.78	\$ 483.37	\$ 580.07
4 cu yd	\$ 134.90	\$ 210.16	\$ 299.62	\$ 420.32	\$ 550.96	\$ 661.72
6 cu yd	\$ 173.24	\$ 315.24	\$ 472.86	\$ 630.48	\$ 788.10	\$ 947.14
8 cu yd	\$ 204.48	\$ 400.44	\$ 568.00	\$ 735.56	\$ 920.16	\$ 1,103.34

*Note: Rates do not include sales tax or franchise fee.

vii. Vertical Compactor Collection Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$ 184.60	\$ 369.20	\$ 552.38	\$ 735.56	\$ 920.16	\$ 1,104.76
4 cu yd	\$ 342.22	\$ 683.02	\$1,025.24	\$ 1,366.04	\$ 1,708.26	\$ 2,049.06
6 cu yd	\$ 525.40	\$ 1,050.80	\$1,576.20	\$ 2,101.60	\$ 2,627.00	\$ 3,152.40
8 cu yd	\$ 719.94	\$ 1,439.88	\$2,159.82	\$ 2,837.16	\$ 3,572.72	\$ 4,288.40

*Note: Rates do not include sales tax or franchise fee.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

viii. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (per ton)
20 cu yd	\$160.50	\$107.00	\$321.00	\$44.94
30 cu yd	\$214.00	\$107.00	\$374.50	\$44.94
40 cu yd	\$240.75	\$107.00	\$428.00	\$44.94

*Rates do not include sales tax or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

(e) Household Hazardous Waste and Electronics rates:

ix. \$0.00/month/home*

*Currently funded by City. Subject to change based on available funding and changes in cost of service.

Exhibit B
Proposed Rates
(following page)

Sec. A6.001 Garbage collection charges

(a) Residential polycart collection service, per residential unit*

- i. \$18.21 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.49 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

*Includes \$0.50 reduction per lease agreement

(b) Homeowners Association polycart collection service, per HOA unit*

- i. \$18.21 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.49 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(c) Commercial Collection and Disposal Service Rates: the following rates are for commercial and multi-family solid waste services, which will be billed by the city.

iv. Dumpster Collection and Disposal service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$30.39	\$60.77	\$91.16	\$121.55	\$152.09	\$0.00
2 cu yd	\$108.18	\$176.25	\$273.49	\$364.65	\$473.96	\$568.86
3 cu yd	\$132.50	\$212.72	\$285.65	\$425.43	\$559.08	\$671.00
4 cu yd	\$156.05	\$243.11	\$346.58	\$486.21	\$637.33	\$765.45
6 cu yd	\$200.39	\$364.65	\$546.99	\$729.31	\$911.64	\$1,095.61
8 cu yd	\$236.53	\$463.21	\$657.04	\$850.87	\$1,064.41	\$1,276.30

*Note: Rates do not include sales tax.

v. Vertical Compactor Collection and Disposal Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$213.54	\$427.08	\$638.97	\$850.87	\$1,064.41	\$1,277.93
4 cu yd	\$395.86	\$790.08	\$1,185.95	\$1,580.18	\$1,976.04	\$2,370.26
6 cu yd	\$607.76	\$1,215.52	\$1,823.28	\$2,431.04	\$3,038.79	\$3,646.56
8 cu yd	\$832.80	\$1,665.59	\$2,498.38	\$3,281.90	\$4,132.77	\$4,960.63

*Note: Rates do not include sales tax.

(d) Independent School District Collection and Disposal Service Rates: the following rates are for Anna Independent School District solid waste services, which will be billed by the city.

vi. Dumpster Collection service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$28.10	\$56.22	\$84.33	\$112.44	\$140.54	
2 cu yd	\$100.07	\$163.04	\$252.98	\$337.31	\$438.50	\$526.19
3 cu yd	\$122.56	\$196.76	\$264.23	\$393.52	\$517.21	\$620.67
4 cu yd	\$144.34	\$224.87	\$320.59	\$449.74	\$589.53	\$708.04
6 cu yd	\$185.37	\$337.31	\$505.96	\$674.61	\$843.27	\$1,013.44
8 cu yd	\$218.79	\$428.47	\$607.76	\$787.05	\$984.57	\$1,180.57

*Note: Rates do not include sales tax or franchise fee.

vii. Vertical Compactor Collection Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$197.52	\$395.04	\$591.05	\$787.05	\$984.57	\$1,182.09
4 cu yd	\$366.18	\$730.83	\$1,097.01	\$1,461.66	\$1,827.84	\$2,192.49
6 cu yd	\$562.18	\$1,124.36	\$1,686.53	\$2,248.71	\$2,810.89	\$3,373.07
8 cu yd	\$770.34	\$1,540.67	\$2,311.01	\$3,035.76	\$3,822.81	\$4,588.59

*Note: Rates do not include sales tax or franchise fee.

(e) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

viii. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (per ton)
20 cu yd	\$150.00	\$100.00	\$300.00	\$42.00
30 cu yd	\$200.00	\$100.00	\$350.00	\$42.00
40 cu yd	\$225.00	\$100.00	\$400.00	\$42.00

*Rates do not include sales tax or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Presentation of the Proposed FY2022-2023 Budget (City Manager Jim Proce)

SUMMARY:

Section 7.02 of the City Charter states that on or before the 15th day of August of the fiscal year, the City Manager must submit to the City Council a budget for the ensuing fiscal year. Staff will provide a brief presentation of the proposed FY2022-2023 Budget. A hard copy of the draft budget will be provided to each City Council member for review. A copy of the draft budget will be posted on the City's website on August 10th.

FINANCIAL IMPACT:

Process to adopt the FY2022-2023 Budget

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

No action on the budget is required at this time.

ATTACHMENTS:

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Consider/Discuss/Action on a Resolution setting the date and place of a public hearing on the FY2022-2023 budget. (City Manager Jim Proce)

SUMMARY:

Staff recommends approval of the attached Resolution that sets September 6, 2022 at 6:30 p.m. as the date and time for the public hearing on the FY2022-2023 budget, said hearing to be held in the Anna ISD Board Room located at 201 E 7th Street in Anna, Texas, 75409. The Resolution further directs that notice of the time and place of the public hearing be published in the official newspaper of the City as required in Section 7.05 of the Charter.

FINANCIAL IMPACT:

Process to adopt the FY2022-2023 Budget.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Consider/Discuss/Action

ATTACHMENTS:

1. FY2023 Set Budget Public Hearing Resolution

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 8/4/2022
Final Approval - 8/4/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING THE DATE AND PLACE OF A PUBLIC HEARING ON THE FY2022 – 2023 BUDGET.

WHEREAS, Section 7.02 of the City of Anna, Texas (the “City”) Home Rule Charter (the “Charter”) states that on or before the 15th day of August of the fiscal year, the City Manager must submit to the City Council a budget for the ensuing fiscal year; and

WHEREAS, Section 7.05 of the Charter further states that at the Council meeting when the budget is submitted, the City Council must name the date and place of the public hearing on the budget;

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

Section 1. Recitals Incorporated.

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

Section 2. Public Hearing on the Budget.

The Council hereby sets September 6, 2022 at 6:30 p.m. as the date and time for the public hearing on the FY2022 - 2023 budget, said hearing to be held in the Anna ISD Board Room located at 201 E. 7th Street in Anna, Texas, 75409. The Council further directs that notice of the time and place of the public hearing be published in the official newspaper of the City as required in Section 7.05 of the Charter.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of August 2022.

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 8/9/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Approve a Resolution to propose a property tax rate of 0.540964 per \$100 of property valuation for the City that the Council may adopt for the 2022 tax year and setting date and time for a public hearing on the tax rate. (City Manager Jim Proce)

SUMMARY:

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 FY2023 is \$0.464098 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 FY2023 is \$0.533333 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 FY2023 is \$0.540964 per \$100.**

The proposed budget is supported by a tax rate of \$0.540964. 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 FY2023 Tax Rate	\$0.540964 per \$100
Preceding FY2022 Tax Rate	\$0.569500 per \$100
No-New-Revenue Tax Rate	\$0.464098 per \$100
Voter-Approval Tax Rate	\$0.533333 per \$100
De Minimis Tax Rate	\$0.540964 per \$100

Approval of the attached Resolution would set \$0.540964 as the Tax Year 2022 (FY2023) proposed rate. The Resolution also calls for the public hearing to be held on September 6, 2022 at 6:30 p.m. The public hearing notice will run in the Anna Melissa Tribune on August 18th. The Notice of Public Hearing must conform to the prescribed format from the Texas Comptroller's office and contain how each member of the governing body voted on the proposed tax rate. A draft copy of this notice is attached to this agenda item.

	FY2022	FY2023	Change
Total tax rate (per \$100 of value)	\$0.569500	\$0.540964	(0.028536)
Average homestead taxable value	\$246,777	\$332,179	\$85,402
Tax on average homestead	\$1,405.40	\$1,796.97	\$391.57
Total tax levy on all properties	\$10,026,841	\$12,989,044	\$2,962,203

The budget and tax rate are scheduled for adoption at the September 13th Council meeting.

FINANCIAL IMPACT:

Process to adopt the Tax Year 2022 (FY2023) property tax rate.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the attached Resolution setting the proposed tax rate and setting the date and time for the public hearing.

ATTACHMENTS:

1. FY2023 Submit Proposed Tax Rate to Council Resolution
2. 6 50-875 Notice of Public Hearing on the Tax Increase

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 8/3/2022
Final Approval - 8/3/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING THE PROPOSED TAX RATE THE COUNCIL MAY ADOPT FOR THE 2022 TAX YEAR AND SETTING THE DATES AND TIMES FOR PUBLIC HEARINGS ON THE TAX RATE

WHEREAS, the Constitution for the State of Texas (the “State”) sets out the general requirements for truth-in-taxation provisions requiring political subdivisions of the State to inform citizens in their jurisdiction of changes in the property tax rate;

WHEREAS, the City of Anna, Texas (the “City”) is a political subdivision of the State and is therefore subject to laws of the State;

WHEREAS, Section 7.19 of the City Home Rule Charter (the “Charter”) states the City has power to levy, assess, and collect taxes of every character and type for any municipal purpose not prohibited by state or federal law;

WHEREAS, the City Council (the “Council”) wishes to establish a proposed tax rate it may adopt;

WHEREAS, the proposed tax rate exceeds the No-New-Revenue rate;

WHEREAS, the Council wishes to hold a public hearing on the tax rate as stipulated in Texas Tax Code;

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

Section 1. Recitals Incorporated.

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

Section 2. Proposal of a proposed tax rate by the City of Anna

The Council hereby proposes that the tax rate adopted by the City shall be \$0.540964 per \$100 of valuation.

Section 3. Proposal of a proposed tax rate by the City of Anna

The Council hereby sets September 6, 2022 at 6:30 p.m. as the date and time for the public hearing on the 2022 tax rate, said hearing to be held in the Anna ISD Board Room located at 201 E. 7th Street in Anna, Texas, 75409. The Council further directs that notice of the time and place of the public hearing be published in the official newspaper of the City as required in Texas Tax Code § 26.06 and other applicable law.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of August 2022.

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate and the voter-approval tax rate but does not exceed the de minimis rate, as prescribed by Tax Code §§26.06(b-1) and 26.063(c).

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies only to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

A tax rate of \$ 0.540964 per \$100 valuation has been proposed by the governing body of the City of Anna.

PROPOSED TAX RATE	\$ <u>0.540964</u>	per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>0.464098</u>	per \$100
VOTER-APPROVAL TAX RATE	\$ <u>0.533333</u>	per \$100
DE MINIMIS RATE	\$ <u>0.540964</u>	per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for the City of Anna from the same properties in both the 2021 tax year and the 2022 tax year.

(preceding tax year) (current tax year) (name of taxing unit)

The voter-approval rate is the highest tax rate that the City of Anna may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for the City of Anna exceeds the voter-approval rate for the City of Anna.

(name of taxing unit) (name of taxing unit) (name of taxing unit)

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for the City of Anna, the rate that will raise \$500,000, and the current debt rate for the City of Anna.

(name of taxing unit) (name of taxing unit)

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Anna is proposing to increase property taxes for the 2022 tax year.

(current tax year) (name of taxing unit)

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 6, 2022 at 6:30 pm at the Anna ISD Board Room, 201 E 7th Street, Anna, Texas 75409.

(date and time) (meeting place)

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate. However, the proposed tax rate exceeds the rate that allows voters to petition for an election under Section 26.075, Tax Code. If the City of Anna adopts the proposed tax rate, the qualified voters of the the City of Anna may petition the the City of Anna to require an election to be held to determine whether to reduce the proposed tax rate. If a majority of the voters reject the proposed tax rate, the tax rate of the the City of Anna will be the voter-approval tax rate of the 0.533333.

(name of taxing unit) (name of taxing unit) (name of taxing unit) (name of taxing unit)

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: _____

AGAINST the proposal: _____

PRESENT and not voting: _____

ABSENT: _____