AGENDA

City Council Meeting

Tuesday, August 25, 2020 @ 6:30 PM

Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409

The City Council of the City of Anna will meet at 6:30 PM, on August 25, 2020 at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), 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 and any item that is not on this meeting agenda. The public will be permitted to offer public comments electronically, as provided by the agenda and as permitted by the presiding officer during the meeting. We are encouraging neighbors, who wish to speak, to complete a Speaker Registration Form and submit to City Secretary Carrie Land (cland@annatexas.gov) by 5:00 PM so it may be read into the record. 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 factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. **Closed Session (Exceptions).**
   Under Tex. Gov'T Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:
   a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).
   b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

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; City Manager 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.

5. 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.

6. **Reports.**

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

a. Proclamation declaring September "Hunger Awareness Month"

b. Proclamation Naming "Anna - a Fair Trade City"

c. Notification of Cancellation of National Night Out 2020. (Police Chief Jeff A. Caponera)

d. Telephone Town Hall Recap (City Manager Jim Proce)

e. Anna Police Support Month (Councilman Kevin Toten)

f. City Council Meeting upcoming schedules and locations.

g. Staff Update on the CARES ACT funding

7. **Work Session.**

a. Staff presentation of the Draft FY 2021 Community Investment Program (CIP). (Director of Public Works Greg Peters and Director of Neighborhood Services Marc Marchand).

8. **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 City Council Meeting Minutes for August 11, 2020. (City Secretary Carrie Land)

b. Approve a Resolution entering into a Chapter 380 Agreement with Italian Villa related to the COVID-19 small business assistance program. (Economic Development Director Joey Grisham)

c. Approve a Resolution setting a public hearing under Section 372.009 of the Texas Local Government Code on the advisability of the creation of a public improvement district and improvements within the extraterritorial jurisdiction of the City of Anna, Texas for the Sherley Tract and authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the public hearing. (City Attorney Clark McCoy)

d. Approve a Resolution approving a Facilities Use Agreement between the City of Anna and Anna Area Historical Preservation Society (Director of Neighborhood Services Marc Marchand).

e. Approve a Resolution Authorizing the City Manager to Renew the Dispatch Services Agreement with Collin County. (Police Chief Jeff A. Caponera)

f. Approve a Resolution Authorizing the City Manager to Extend the Jail Services Agreement with Collin County. (Police Chief, Jeff Caponera)

g. Approve a Resolution approving the revised and restructured contract for water purchase from the Greater Texoma Utility Authority. (Public Works Director Greg Peters)

h. Approve a Resolution adopting an Interlocal Agreement with Collin County for the collection of special assessments in the Hurricane Creek Public Improvement District Improvement Area No. 1. (City Manager Jim Proce)

i. Approve a Resolution adopting an Interlocal Agreement with Collin County for the collection of special assessments in the Hurricane Creek Public Improvement District Major Improvement Area. (City Manager Jim Proce)

j. Approve a Resolution authorizing the City Manager to execute an Interlocal Agreement by and between the City of Anna and the City of Melissa for the purchase of unused water from the City of Melissa's take or pay minimum water supply. (Director of Public Works Greg Peters)

9. **Items For Individual Consideration.**

a. One Two Anna Addition, Block A, Lot 1 Zoning & Concept Plan (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding a request to amend Planned Development-846-2020 located at the northwest corner of U.S. Highway 75 frontage road and White Street (FM 455) in order to incorporate additional land.

2) Consider/Discuss/Action on an Ordinance approving the request to amend zoning of the current planned development to incorporate additional acreage resulting from TXDOT right-of-way abandonment.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, One Two Anna Addition, Block A, Lot 1 associated with the

rezoning request.

b. Consider/Discuss/Action on a Resolution for the purchase of medical equipment related to the CARES ACT ambulance. (Interim Fire Chief Dan Wood)

c. First Reading of a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

d. Second Reading of a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

e. Consider/Discuss/Act on a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

f. Consider/Discuss/Act on a Resolution approving the Fiscal Year 2020-2021 Anna Economic Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

g. Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance to adopt new solid waste rates in the City of Anna, Texas. (Director of Public Works Greg Peters)

10. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this agenda 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 August 21, 2020.

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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. 5.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact:

AGENDA ITEM:
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.

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Mayor Nate Pike

AGENDA ITEM:
Proclamation declaring September "Hunger Awareness Month"

SUMMARY:
The Collin County Peanut Butter Drive creates awareness about food insecurity in our community and collects a needed shelf-stable, kid-friendly protein for our hungry neighbors. 2020 goal is 220,000 pounds of peanut butter physically and virtually!

Every September, NTFB collects regular-sized, plastic jars of peanut butter to help feed hungry children and their families.

Details - https://ntfb.org/get-involved/donate/donate-food/plano-peanut-butter-drive/

FINANCIAL IMPACT:
None

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 2020 Proclamation Hunger Awareness Month

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 8/19/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

City of Anna, Texas

Proclamation

"HUNGER ACTION MONTH"

SEPTEMBER 2020

WHEREAS, Hunger Action Month was established in 2008 by Feeding America® and works to promote ways for individuals, organizations and communities everywhere to get involved and help fight the hunger crisis; and

WHEREAS, the nationwide campaign strives to mobilize the public into acting on the issue of hunger and help the more than 14% of the Collin County population who are food insecure, which includes one out of five children; and

WHEREAS, in an effort to raise awareness and curb this trend, we launched a community initiative in 2013, and have received an outpouring of love from our neighbors. In this short time and through the generous donations of our community at large, the North Texas Food Bank distributed 226,503 backpacks to PISD elementary students last school year, which provided access to 906,012 nutritious meals to the underserved in our community; and

WHEREAS, the Anna City Council will not relent in its efforts to care for our own, and we challenge all of Collin County to get involved. During the month of September, we will step up to the plate to help solve the hunger crisis in North Texas by partnering with ALL of Collin County to expand the Annual Peanut Butter Drive. 2020 will be a grand slam year as we seek to collect an unprecedented 220,000 pounds of peanut butter. The more we collect the more impact we can make; and

WHEREAS, the success of this program confirms grea[redacted] together for a common cause. Therefore, we commit to working in partnership with the Food Bank to distribute 92 million nutritious meals annually by 2025. Let's get out there and do it!

NOW, THEREFORE, I, NATE PIKE, MAYOR OF THE CITY OF ANNA, TEXAS, do hereby proclaim September 2020 as "Hunger Action Month" in Anna; and I do thereby encourage all neighbors to join me, the Anna City Council, and the North Texas Food Bank in working together to eradicate hunger in our city, county, state and nation.

In witness, whereof I have hereunto set my hand this

25th day of August, 2020 and called this seal to be affixed.

_____

Nate Pike, Mayor

Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Mayor Nate Pike

AGENDA ITEM:
Proclamation Naming "Anna - a Fair Trade City"

SUMMARY:
Fair Trade is a nonprofit organization that certifies that goods sold are produced ethically in 3rd world countries and helps give equal access to the workforce in those same countries, such as for women to have equal pay.

During this past school year the student, Emily McDonald, started Fair Trade Anna. There are many steps in order for the Fair Trade Anna to reach 100% completion.

Step 1 is having community members sign up as volunteers / brand ambassadors. These include the Emily, Emily's teacher, a local nonprofit leader and myself.

Step 2 is having multiple retailers utilize Fair Trade certified products (Walmart, Brookshires and Frazzy's Gourmet Popcorn already do this).

Step 3 is enrolling community members to utilize Fair Trade products and/or to provide educational pieces where the community can learn more about how to shop for these products and how Fair Trade is helping others all around the world. These members include Tomorrow's Leaders Today (non-profit), Anna High School and our Greater Anna Chamber.

Step 4 is committing to multiple Fair Trade educational trainings and events. These include articles in both the Anna-Melissa Tribune and Anna Living Magazine, as well as, a presentation to our Anna Chamber members.

The final step in being 100% certified for Fair Trade Anna is the City Council announcing a resolution or proclamation that they support Fair Trade Anna. It doesn't require any cost or donation from the City other than this recognition. Attached is a template press release on the City resolution which explains more in detail and can be edited to fit our City.

Regards,

Kevin Hall

FINANCIAL IMPACT:
None.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 2020 Proclamation Fair Trade City

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

City of Anna, Texas

Proclamation

"A Fair Trade City"

WHEREAS, City of Anna, Texas is proud to announce City of Anna's official designation as a Fair Trade City; and

WHEREAS, City of Anna is a coalition of citizens, community groups, and ethical businesses that work to widely increase the awareness, availability and use of Fair Trade products throughout the Anna area, and is part of a nation-wide organizing effort called Fair Trade Campaigns. Fair Trade Campaigns raises consumer awareness, increases the availability of Fair Trade products, and drives sales in order to help lift farmers and workers out of poverty; and

WHEREAS, To become an official Fair Trade City, applicants must build retail availability and show that Fair Trade products are available in local stores as well as in institutions, like places of worship, schools, and offices. Additionally, the city must have a vibrant coalition that meets regularly and plans interactive events that promote awareness, advocacy, and engagement with Fair Trade. Finally, the city council must pass an official resolution in support of Fair Trade as an issue important to its government and residents, with plans to implement that support in concrete ways. These criteria are designed to empower citizens to develop a permanent platform in their communities for continued outreach and advocacy; and

WHEREAS, Fair Trade is an effort to empower consumers to vote with their dollars for fair prices, better working conditions, environmental stewardship, and brighter futures for the people who make the high-quality products that we buy every day.

NOW, THEREFORE, I, NATE PIKE, MAYOR OF THE CITY OF ANNA, TEXAS, do hereby proclaim the City of Anna as a "Fair Trade City".

In witness, whereof I have hereunto set my hand this

25th day of August, 2020 and called this seal to be affixed.

_____

Nate Pike, Mayor

About Fair Trade Campaigns: *Fair Trade Campaigns is a grassroots movement mobilizing thousands of Fair Trade advocates on campuses and in communities across the United States. Fair Trade Campaigns recognize towns, colleges, universities, schools and congregations in the US for embedding Fair Trade purchasing practices and principles into policy, as well as in the social foundations of their communities. Project collaborators include Fair Trade USA, Fair for Life and Fair Trade International – USA, third-party certifiers of Fair Trade products in the United States, and the*

Fair Trade Federation, a North American trade association of organizations fully committed to Fair Trade. Visit www.FairTradeCampaigns.org for more information.

Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Jeff Caponera

AGENDA ITEM:
Notification of Cancellation of National Night Out 2020. (Police Chief Jeff A. Caponera)

SUMMARY:
Because of concerns that large gatherings could further the spread of COVID-19, the police department will not be hosting its annual National Night Out Event.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:

APPROVALS:

Jeff Caponera, Police Chief	Created/Initiated - 8/19/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact:

AGENDA ITEM:
Telephone Town Hall Recap (City Manager Jim Proce)

SUMMARY:
The City Manager's Office would like to take the opportunity to update the City Council on the results of the August 18 Telephone Town Hall including survey results and outreach efforts.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Ryan Henderson, Assistant City Manager	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact:

AGENDA ITEM:
Anna Police Support Month (Councilman Kevin Toten)

SUMMARY:
Councilman Kevin Toten requests the opportunity to discuss with the City Council the initiative of stating and demonstrating the City's support for the Anna Police Department for the month of September.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. Police Support Month Flyer

APPROVALS:

Ryan Henderson, Assistant City Manager	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Anna Police Support Month

LIGHT THE TOWN BLUE!

Honoring Those Who Protect And Serve

SEPTEMBER 1ST THROUGH SEPTEMBER 30TH

Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact:

AGENDA ITEM:
City Council Meeting upcoming schedules and locations.

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact:

AGENDA ITEM:
Staff Update on the CARES ACT funding

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Item No. 7.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact:

AGENDA ITEM:
Work Session.

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact:

AGENDA ITEM:
Staff presentation of the Draft FY 2021 Community Investment Program (CIP). (Director of Public Works Greg Peters and Director of Neighborhood Services Marc Marchand).

SUMMARY:
A Community Investment Program (CIP) is a comprehensive multi-year road map for the planning, development, and construction of important community assets.

The CIP can, and should include:

- Infrastructure
- Parks
- Facilities
- Large Special Projects

The CIP does not typically include:

- Work performed by City departments through standard operations
- Small projects with costs far below $50,000
- Recurring purchases

Staff will present the plan for discussion and feedback, and make any needed changes to the plan based upon the feedback received.

FINANCIAL IMPACT:
The plan includes a wide range of key projects, including the proposed project budgets.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
The Community Investment Program includes a wide range of projects, all of which are tied to the City Council's Strategic Plan. As such, all four goals are touched:
Goal 1: Growing the Anna Economy
Goal 2: Sustainable Anna Community Through Planned, Managed Growth

Goal 3: Anna - A Great Place to Live
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:
None. Staff is seeking feedback on the proposed plan. Staff will make the necessary changes and the plan will be adopted with the FY2021 Budget.

ATTACHMENTS:
1. Combined CIP Presentation for Council

APPROVALS:

Greg Peters, Director of Public Works	Created/Initiated - 8/20/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

City of Anna 2021 Community Investment Program

August 25, 2020

THE CITY OF Anna

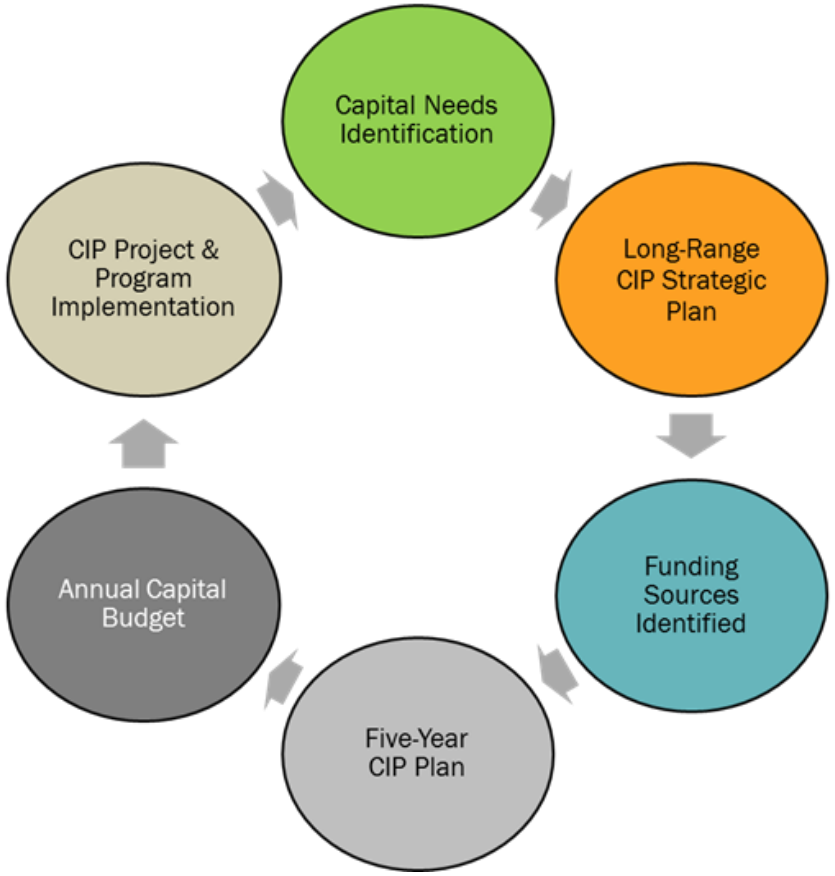
Overview

- What is a Community Investment Program?
- Why is a CIP Important?
- Public Works CIP
- Parks & Community Services CIP
- Next Steps

THE CITY OF Anna

What is a Community Investment Program?

- A Community Investment Program (CIP) is a comprehensive multi-year road map for the planning, development, and construction of important community assets.
- The CIP can, and should include:
  - Infrastructure
  - Parks
  - Facilities
  - Large Special Projects
- The CIP does not typically include:
  - Work performed by City departments through standard operations
  - Small projects with costs far below $50,000
  - Recurring purchases



THE CITY OF Anna

Why is a CIP Important?

- A well thought out Community Investment Program is a road map for the growth and development of the City, as it:
  - Identifies current and future needs of the community
  - Provides realistic project costs for budgeting
  - Contemplates potential funding sources
- The CIP allows the City Council and stakeholders to see all the major needs of the community in the same document. This helps City leaders prioritize the needs of the community and make financial plans to accomplish community goals.

THE CITY OF Anna

Proposed
Public Works
Community Investment Program

THE CITY OF
Anna

Public Works Funding Sources

- Impact Fees
- General Fund
- Utility Fund
- Street Maintenance Sales Tax Program
- Non-Bond Capital Project Fund
- Debt Service
- Grants/Loans
- Developer Funding

THE CITY OF Anna

Public Works Fund Balances

- Impact Fees (Current Fund Balance)
  - Roadway - $1.6M
  - Water - $5.3M
  - Sewer - $3.3M
- Street Maintenance Sales Tax Program
  - Annual funding of approximately $430,000/year
  - Current Fund Balance of $367,084
- Non-Bond Capital Projects Fund (Current Fund Balance)
  - Current Fund Balance of $5,075,000
  - A portion of these funds are being set aside for equipment and furnishings needed at the new Municipal Complex and Fire Station

THE CITY OF Anna

Streets Overview

- The City Council's Strategic Plan has identified the following projects as being the highest priority:
  - New Roads/Expansion of Roads
    - Ferguson Parkway
    - Rosamond Parkway
    - Hackberry Lane
    - Taylor Road
  - Maintenance of Roads
    - Comprehensive Street Maintenance Program (assessment is complete)

THE CITY OF Anna

Street Expansion – Methodology

- Partner with Developers to construct major roadways adjacent to/within new development when possible to save taxpayer dollars
- Partner with NCTCOG and Dallas County on major roadways which are not tied to development
- Focus on investing in expansion of roads which:
  - Increase commercial development opportunity
  - Improve the quality of life for a major segment of Anna neighbors

THE CITY OF Anna

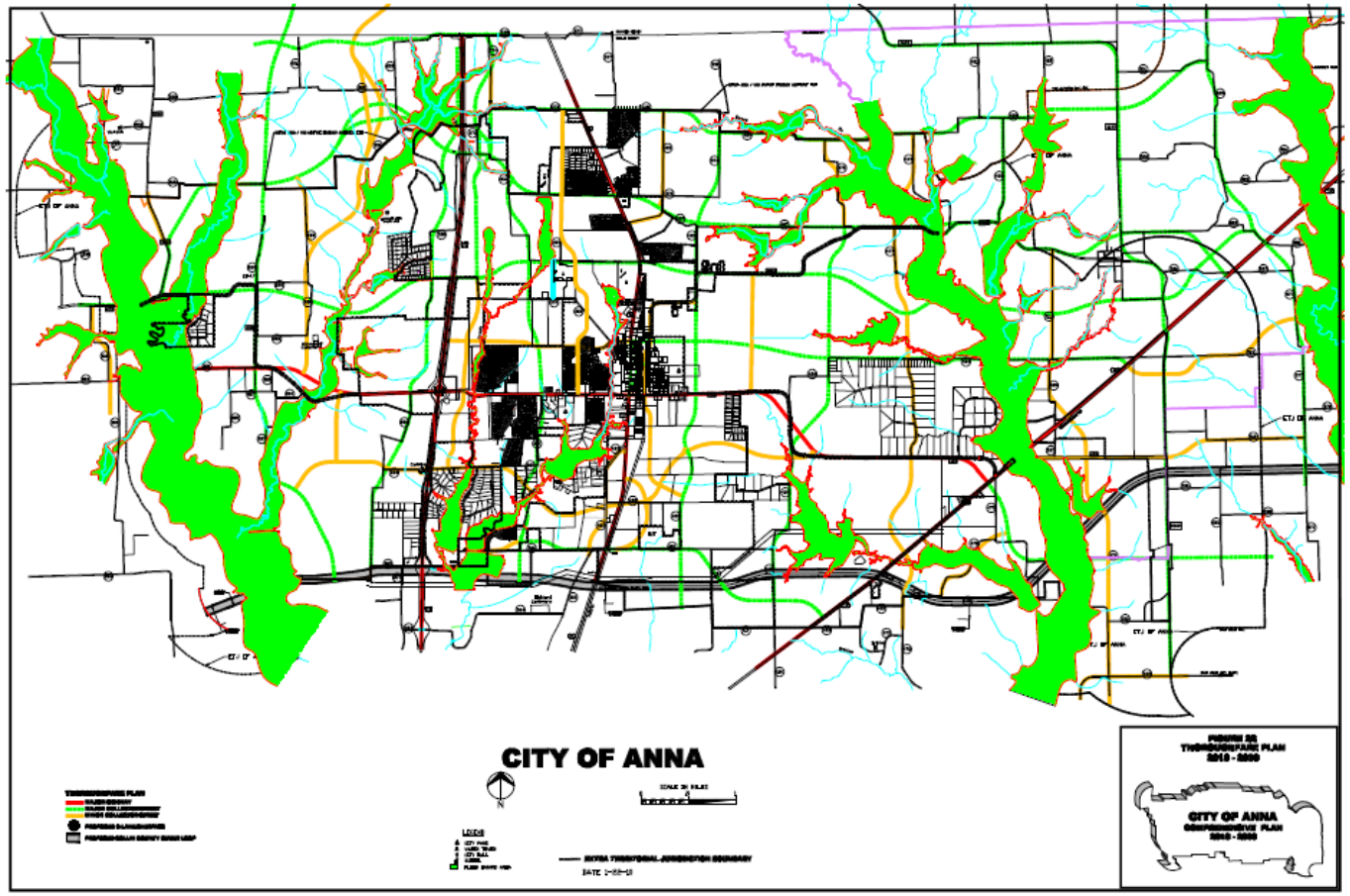
Street Expansion – Proposed 2020 Projects

- Master Plan Update
- Ferguson Parkway – Taylor Boulevard to Collin County Outer Loop
- Rosamond Parkway – US 75 to SH 5
- Rosamond Parkway – SH 5 to FM 2862
- Hackberry Lane – Bamborough Drive to SH 5
- West Foster Crossing – Pecan Grove Phase 2-4
- Taylor Boulevard – US 75 to Ferguson Parkway
- Downtown Street Expansion (5th/7th/Interurban)

THE CITY OF Anna

Master Plan Update

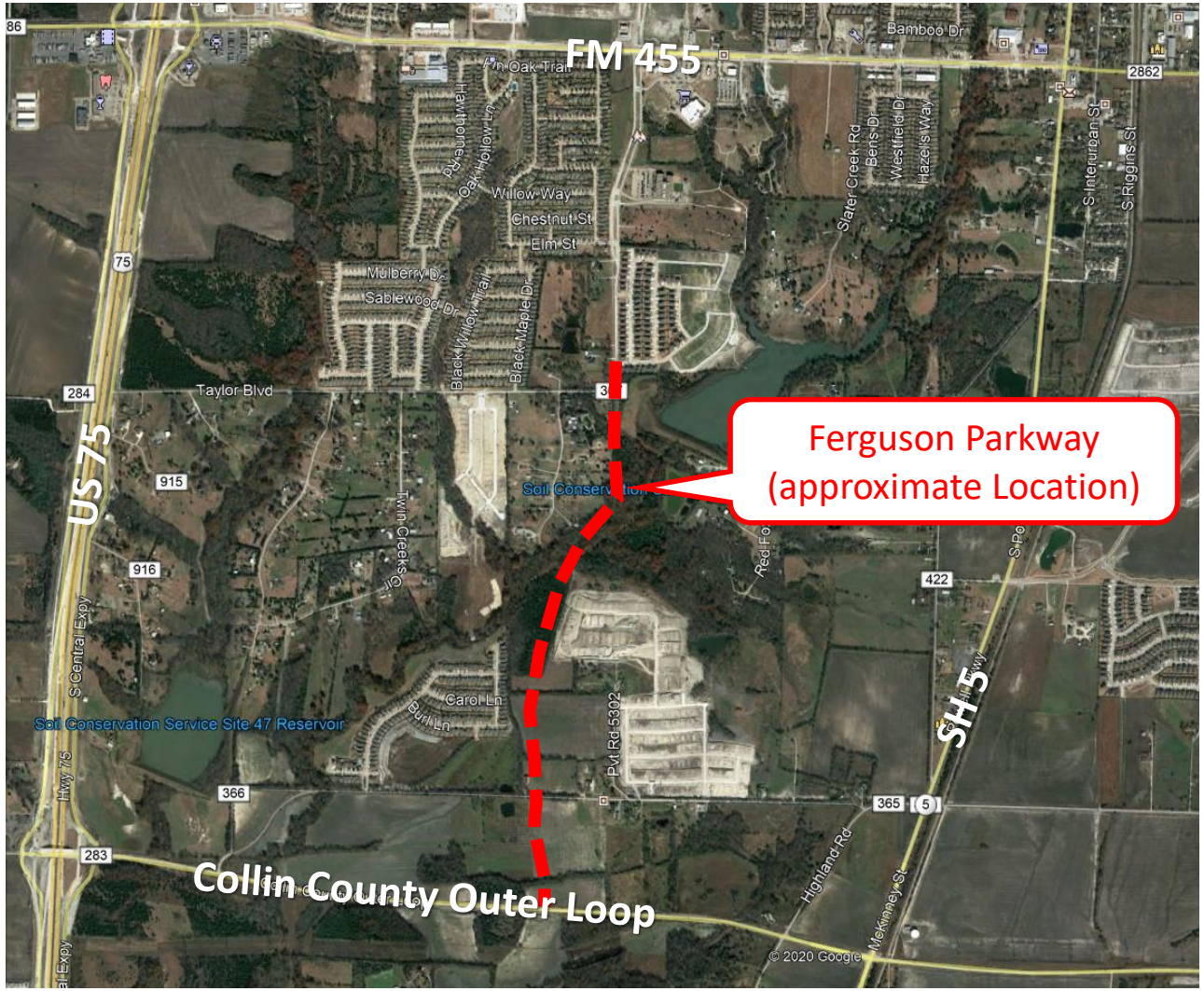
- Project Scope: Revise Master Thoroughfare Plan upon completion of the Comprehensive Plan
- Project Cost: $60,000
- Funding Source: Roadway Impact Fees
- Proposed FY 21 Funding
  - $60,000 (Roadway Impact Fees)



THE CITY OF Anna

Ferguson Parkway I

- Project Location
  - Taylor Boulevard to Collin County Outer Loop
- Project Scope
  - New 4-lane divided roadway with bridge
- Project Cost
  - Design: $2,200,000
  - Construction: $22,000,000 (Estimate)
- Funding Source
  - Roadway Impact Fees
- Proposed FY 21 Funding
  - $340,000 (City – Roadway Impact Fees)
  - $1,760,000 (NCTCOG)
- Status
  - TxDOT is preparing the Local Government Project Advanced Funding Agreement.
  - When Staff receives LPAFA, staff will bring to Council for approval.
  - Project is on hold until TxDOT AFA is approved.



THE CITY OF Anna

Rosamond Parkway I

- Project Location
  - US 75 to SH 5
- Project Scope
  - New 4-lane divided roadway
- Project Cost
  - Design: $650,000
  - Construction: $6,000,000 (Estimate)
- Funding Source
  - Bond Funds
  - Developer Partnership (potential)
- Proposed FY 21 Funding
  - $150,000 (Bond Funds)
  - Additional Impact Fee funding if City can partner wi Developer for construction in FY 21
- Status
  - Design 75% Complete
  - Coordinating with Developers for potential partnership

THE CITY OF Anna

Rosamond Parkway II

- Project Location
  - SH 5 to FM 2862
- Project Scope
  - Construct new 2-lanes of a future 4-lane road
- Project Cost
  - $1,500,000 (Estimate)
- Funding Source
  - Roadway Impact Fees
  - Partnership with Anna ISD
- Proposed FY 21 Funding
  - $1,000,000 (City – Roadway Impact Fees)
- Status
  - In-house design
  - Letters sent to notify landowners
  - Coordinating with Anna ISD

THE CITY OF Anna

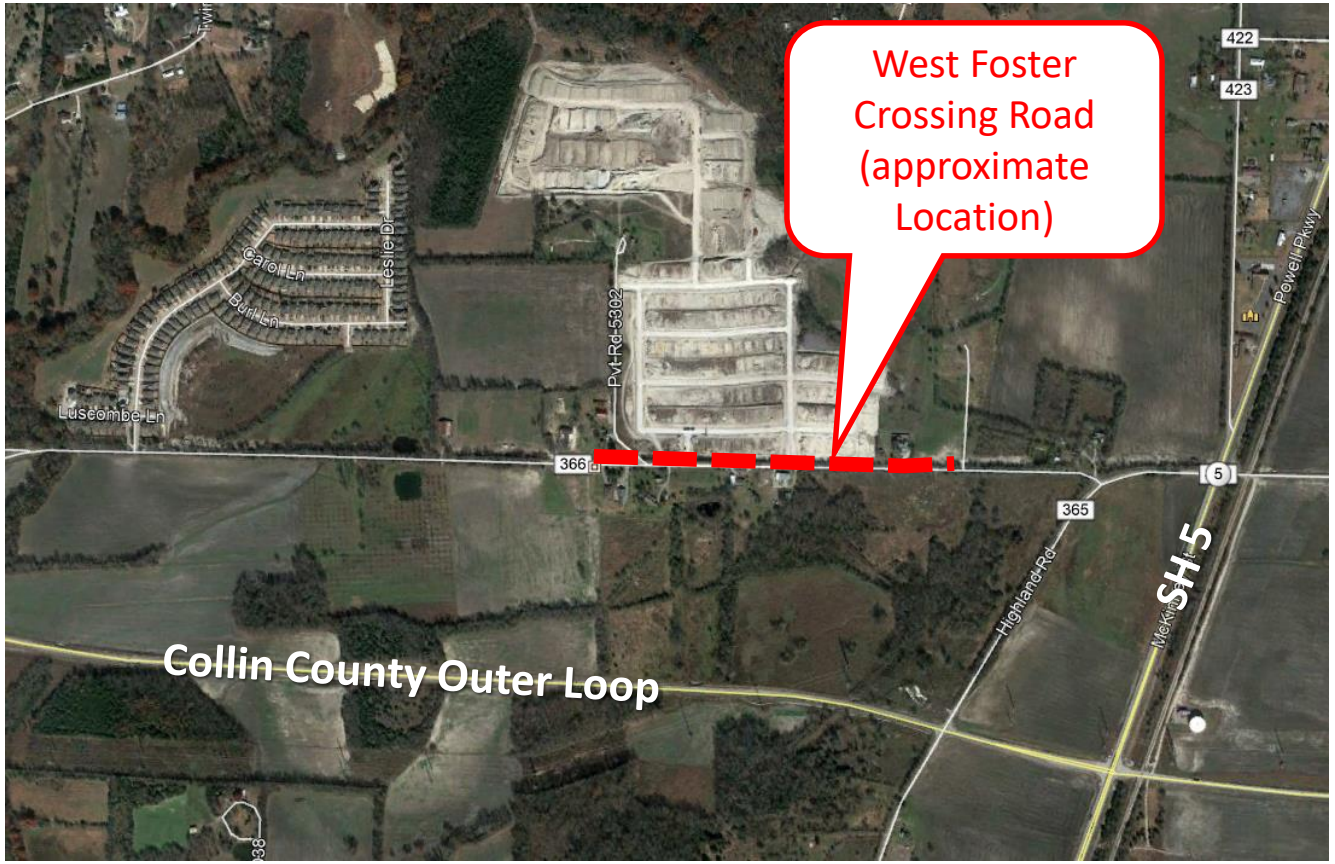
Hackberry Lane

- Project Location
  - SH 5 to Bamborough Drive
- Project Scope
  - Construct new 2-lane concrete road
- Project Cost
  - $800,000 (estimate)
- Funding Source
  - Non-Bond Capital Funds
- Proposed FY 21 Funding
  - $800,000
- Status
  - Revising project scope per neighbor feedback and Council discussion
  - Bid to begin as soon as design is complete

THE CITY OF Anna

West Foster Crossing

- Project Location
  - Adjacent to Pecan Grove Phase 2 and Phase 4
- Project Scope
  - Construct northern 2-lanes of a future 4-lane road
- Project Cost
  - $796,665.00 (estimate per Development Agreement)
- Funding Source
  - Developer Escrow
  - Roadway Impact Fees
- Proposed FY 21 Funding
  - $796,665.00 (Developer Escrow)
- Project Status
  - Developers chose to escrow instead of construct the road
  - Staff to bid late fall, construction to commence after holiday season



THE CITY OF Anna

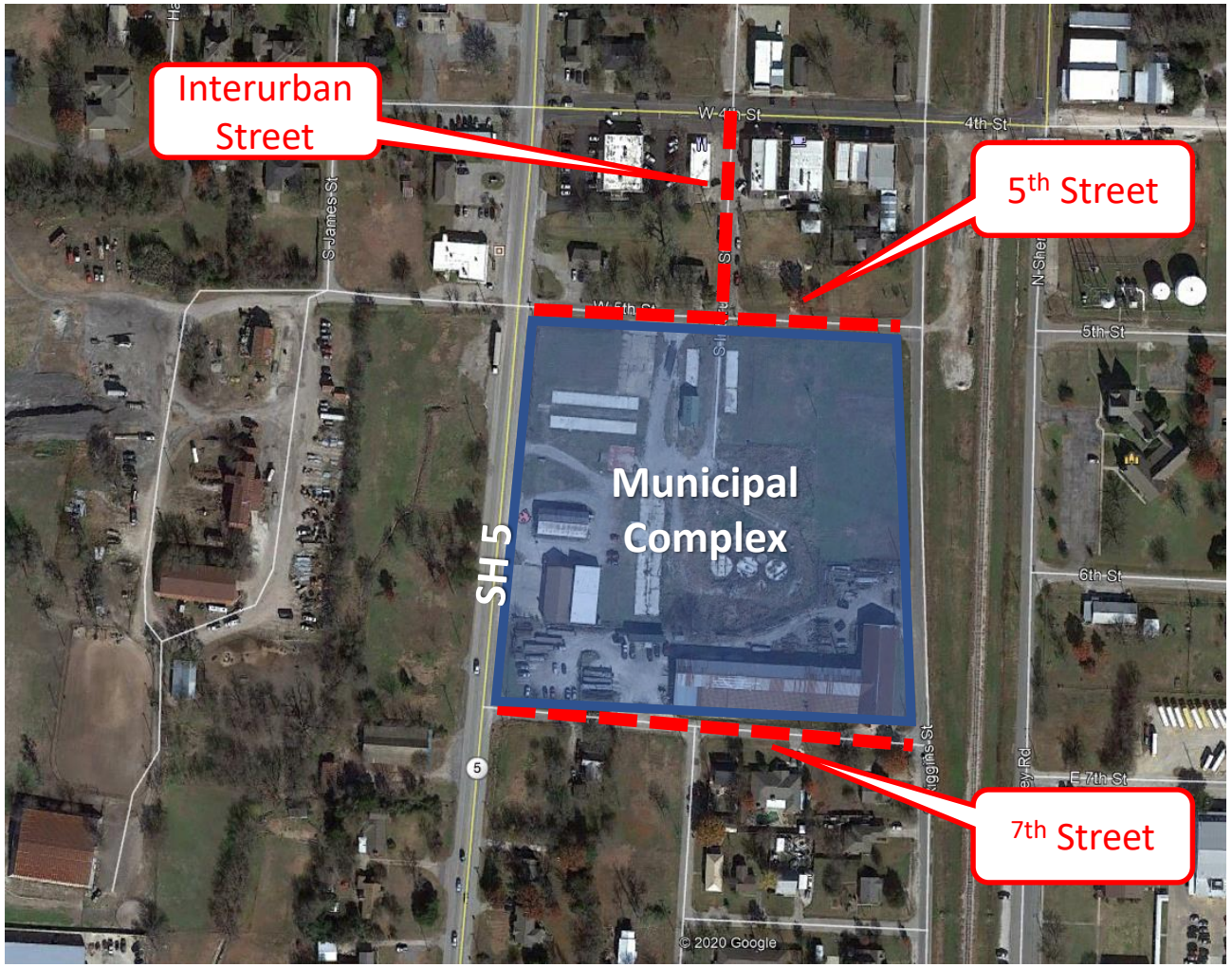
Taylor Boulevard

- Project Location
  - US 75 to Ferguson Parkway
- Project Scope
  - Major Road Expansion (number of lanes and configuration to be determined)
- Project Cost
  - Preliminary Design: $150,000
  - Final Design: $750,000 (estimate)
  - Construction: $7,500,000 (estimate)
- Funding Source
  - Roadway Impact Fees (Preliminary Design)
- Proposed FY 21 Funding
  - $150,000 (Preliminary Design)
- Status
  - Preliminary Design underway
  - City seeking a future partnership with Collin County for construction

THE CITY OF Anna

Downtown Street Expansion

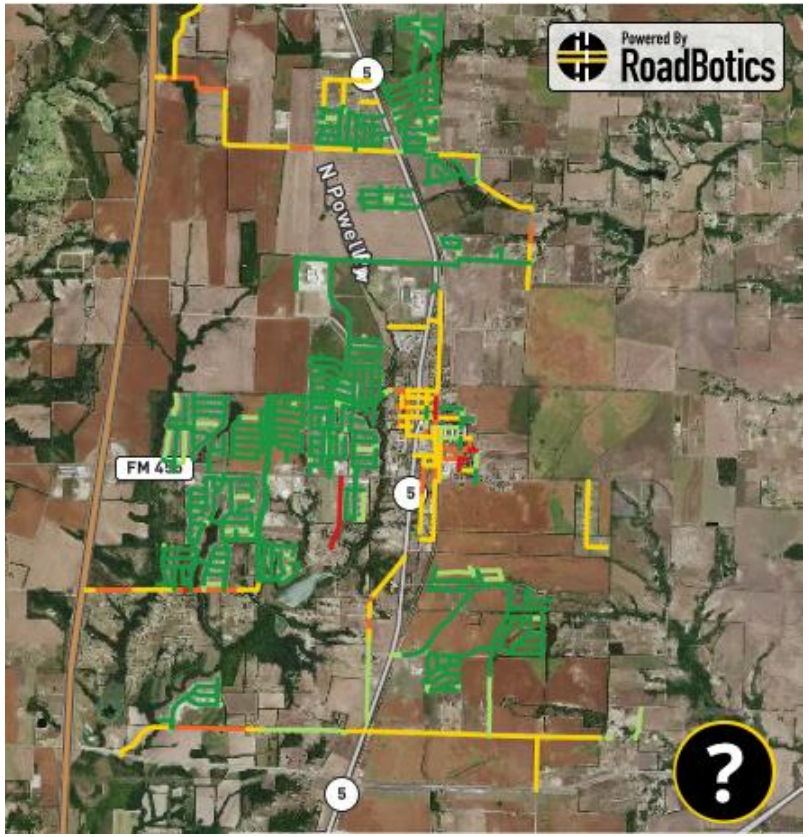
- Project Location
  - 5th Street, 7th Street, Interurban Street
- Project Scope
  - Reconstruct as modern concrete streets in line with Downtown Master Plan recommendations
- Project Cost
  - $1,500,000
- Funding Source
  - Non-Bond Capital Projects Fund
- Proposed FY 21 Funding
  - $1,500,000



THE CITY OF Anna

Street Maintenance – Methodology

- Comprehensive Street Maintenance Study completed (2019/2020) with Roadbotics Technology
- Staff compiled a list of streets ranked based on pavement condition, with estimated repair/replacement costs
- The worse the pavement condition is, the more expensive and substantial the repair will be
- The goal is to continually raise the average street pavement condition by:
  - Reconstructing failed streets when funding is available
  - Completing annual proactive maintenance projects to keep streets from falling into total disrepair



THE CITY OF Anna

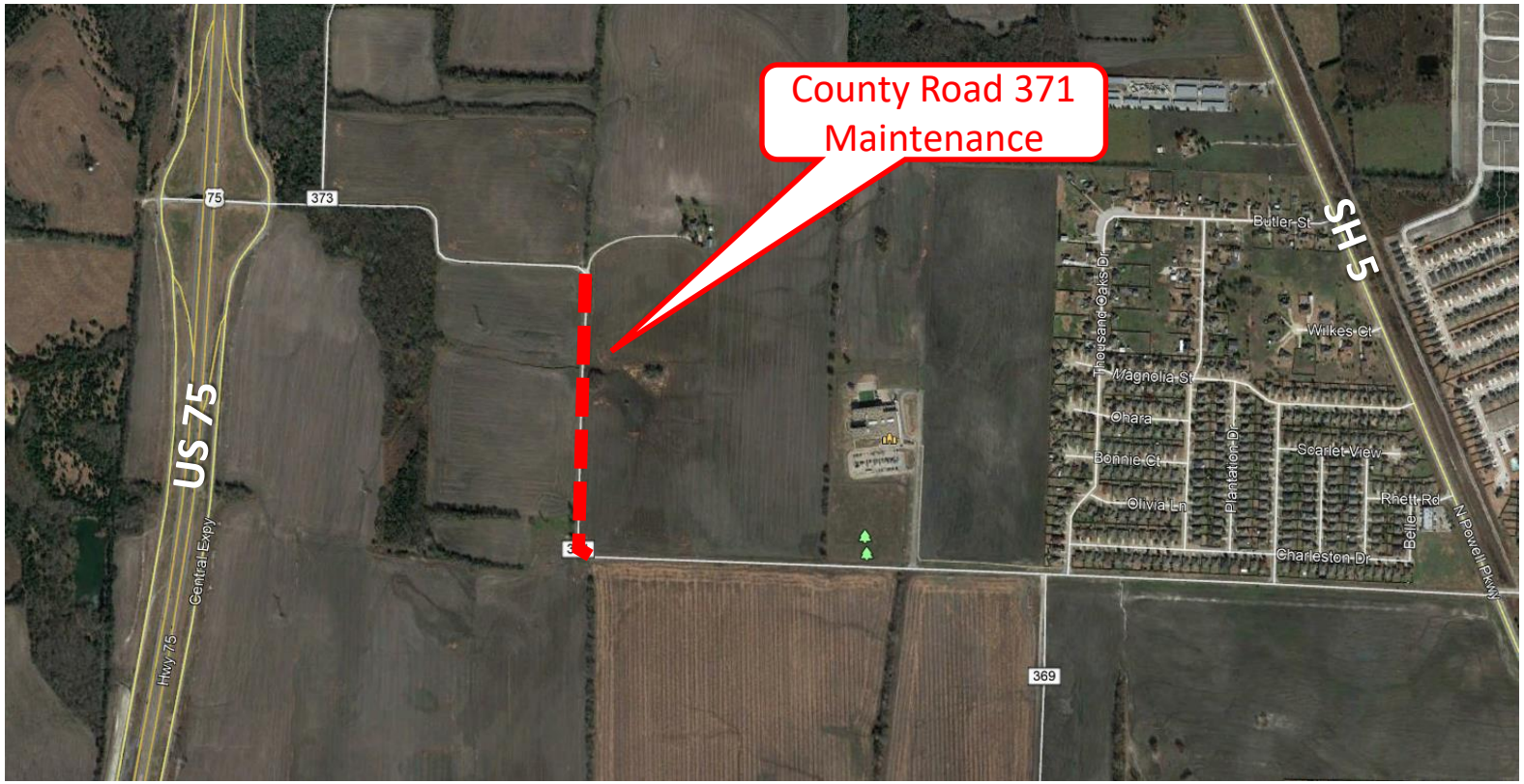
Street Maintenance – Proposed 2020 Projects

- County Road 371
- County Road 367 (Taylor Boulevard)
- East 7th Street
- Wortham Drive
- Wildwood Trail

THE CITY OF Anna

County Road 371 Maintenance

- Project Location
  - Turn 1 to Turn 2 (see map)
- Project Scope
  - Full depth reconstruction
- Project Cost
  - $260,145.00
- Funding Source
  - $130,072.50 (City Street Maintenance Sales Tax Funds)
  - $130,072.50 (Requesting County funding for their portion)
- Proposed FY 21 Funding
  - $130,072.50 (Street Maintenance Sales Tax)



THE CITY OF Anna

County Road 367 Maintenance (Taylor)

- Project Location
  - Ferguson Parkway to Quail Creek Run
- Project Scope
  - Full depth reconstruction
- Project Cost
  - $110,430.00
- Funding Source
  - $24,705.00 (City Street Maintenance Sales Tax Funds)
  - $85,725.00 (Requesting County funding for their portion)
- Proposed FY 21 Funding
  - $24,705.00 (Street Maintenance Sales Tax)

THE CITY OF Anna

East 7th Street Maintenance

- Project Location
  - Sherley Road to End
- Project Scope
  - Full depth reconstruction
- Project Cost
  - $129,060.00
- Funding Source
  - City Street Maintenance Sales Tax
- Proposed FY 21 Funding
  - $129,060.00 (Street Maintenance Sales Tax)

THE CITY OF Anna

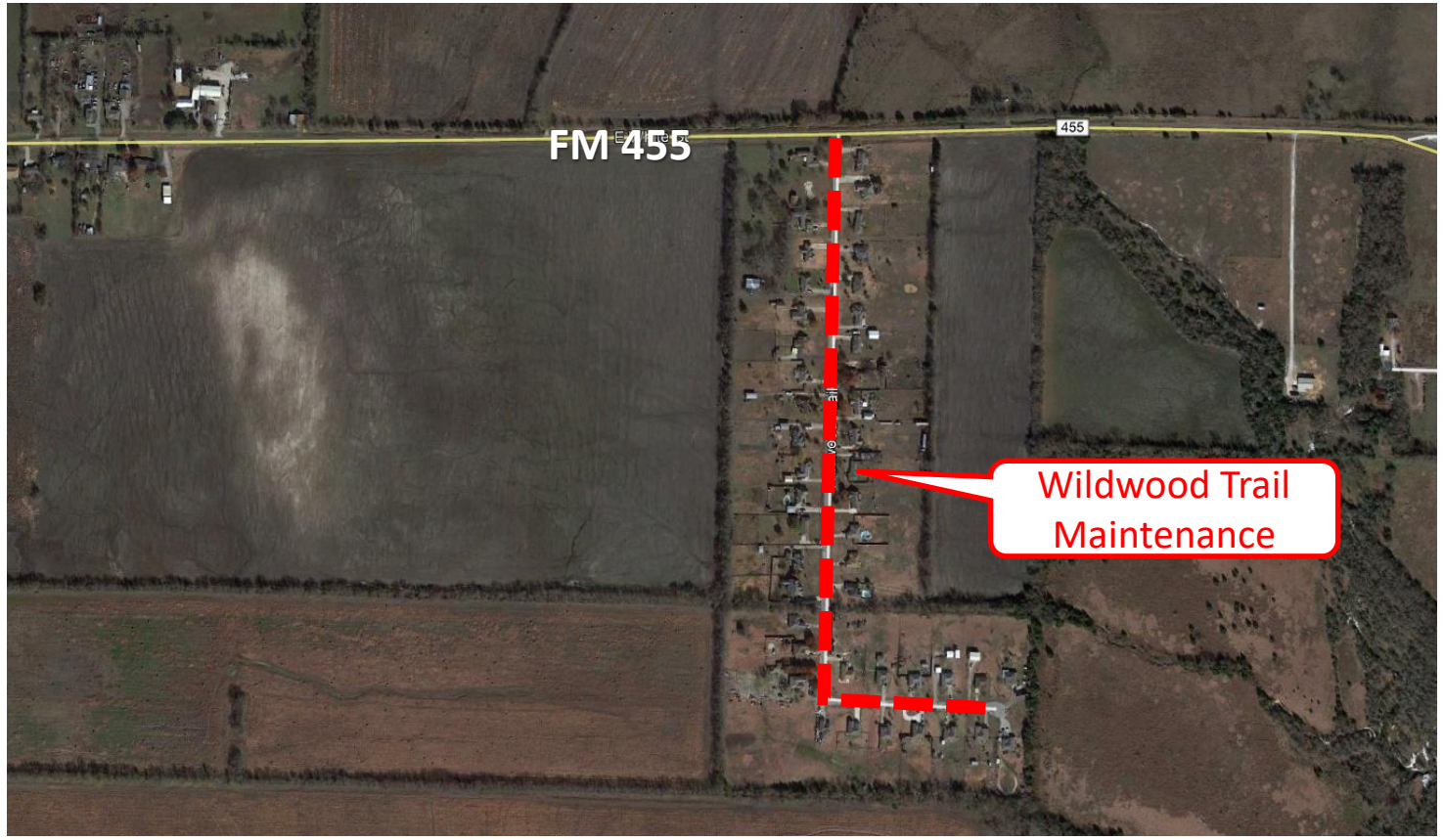
Wortham Drive Maintenance

- Project Location
  - 5th Street to 6th Street
- Project Scope
  - Full depth reconstruction
- Project Cost
  - $58,995.00
- Funding Source
  - General Fund – Street Maintenance Line Item
- Proposed FY 21 Funding
  - $58,995.00 (General Fund Street Maintenance)

THE CITY OF Anna

Wildwood Trail Maintenance

- Project Location
  - Wildwood Trail from FM 455 to End
- Project Scope
  - Chip & Seal over the base improvements made in FY 2020
- Project Cost
  - $90,000
- Funding Source
  - General Fund – Street Maintenance Line Item
- Proposed FY 21 Funding
  - $90,000 (General Fund Street Maintenance)



THE CITY OF Anna

Utility Overview

- The City Council's Strategic Plan has identified the following projects as being the highest priority:
  - Hackberry Elevated Storage Lighting (complete)
  - Hurricane Creek Trunk Sewer
  - Collin Water Pump Station Expansion
  - Wastewater Treatment Plant Permitting
  - East Fork Trunk Sewer Preliminary Engineering

THE CITY OF Anna

Utility Expansion - Methodology

- Partner with Developers to upsize water and sewer mains when possible for future growth.
- Stay ahead of the demand curve on water storage and pumping capacity needs.
- Invest in trunk sewer system improvements which trigger commercial development and highest and best land use.

THE CITY OF Anna

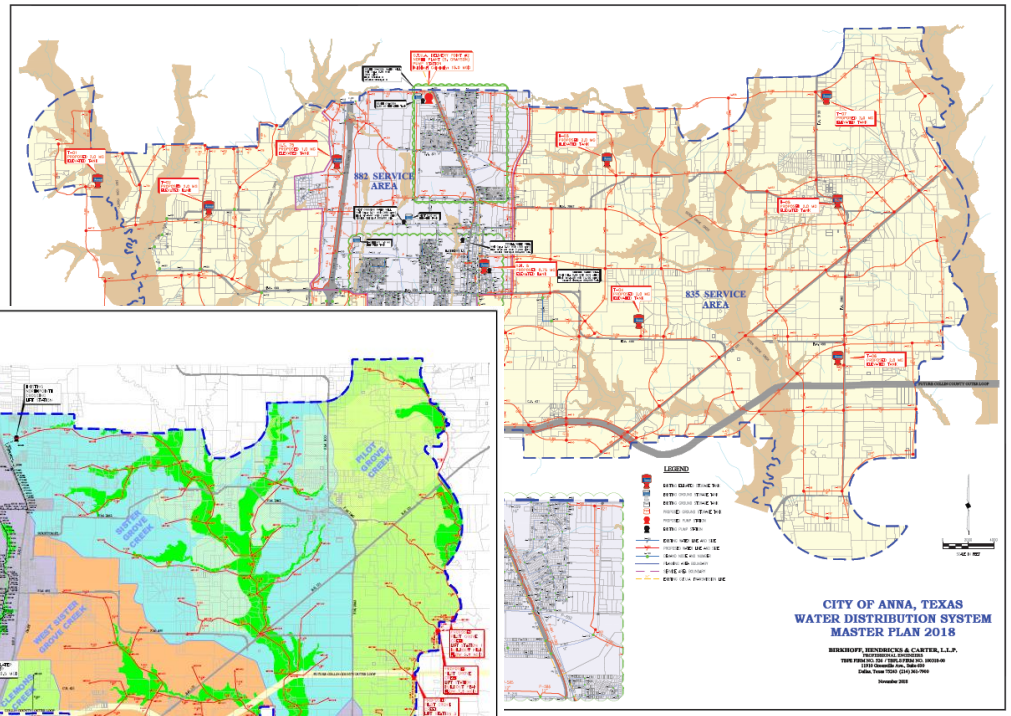
Utility Expansion – Proposed 2020 Projects

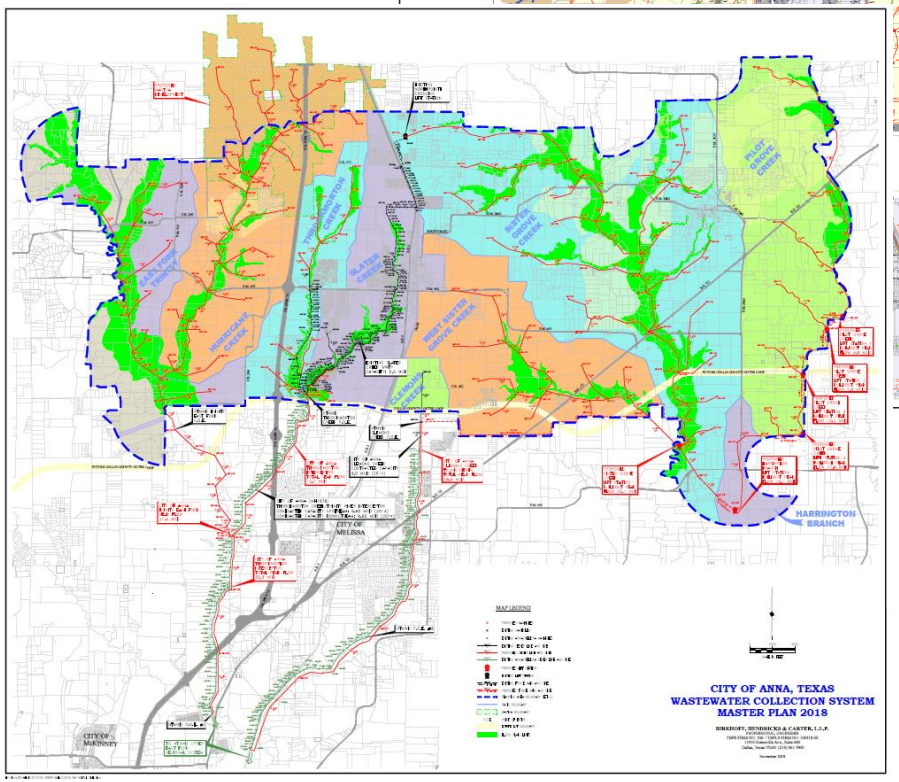
- Master Plan Updates
- Hurricane Creek Trunk Sewer
- Collin Pump Station Expansion
- Throckmorton Creek Trunk Sewer Expansion
- SH 5 Utility Relocation
- US 75 Utility Relocation

THE CITY OF Anna

Master Plan Updates

- Project Scope: Revise Water and Sewer Master Plans upon completion of the Comprehensive Plan
- Project Cost: $120,000
- Funding Source: Water Impact Fees & Sewer Impact Fees
- Proposed FY 21 Funding
  - $120,000 (Water and Sewer Impact Fees)

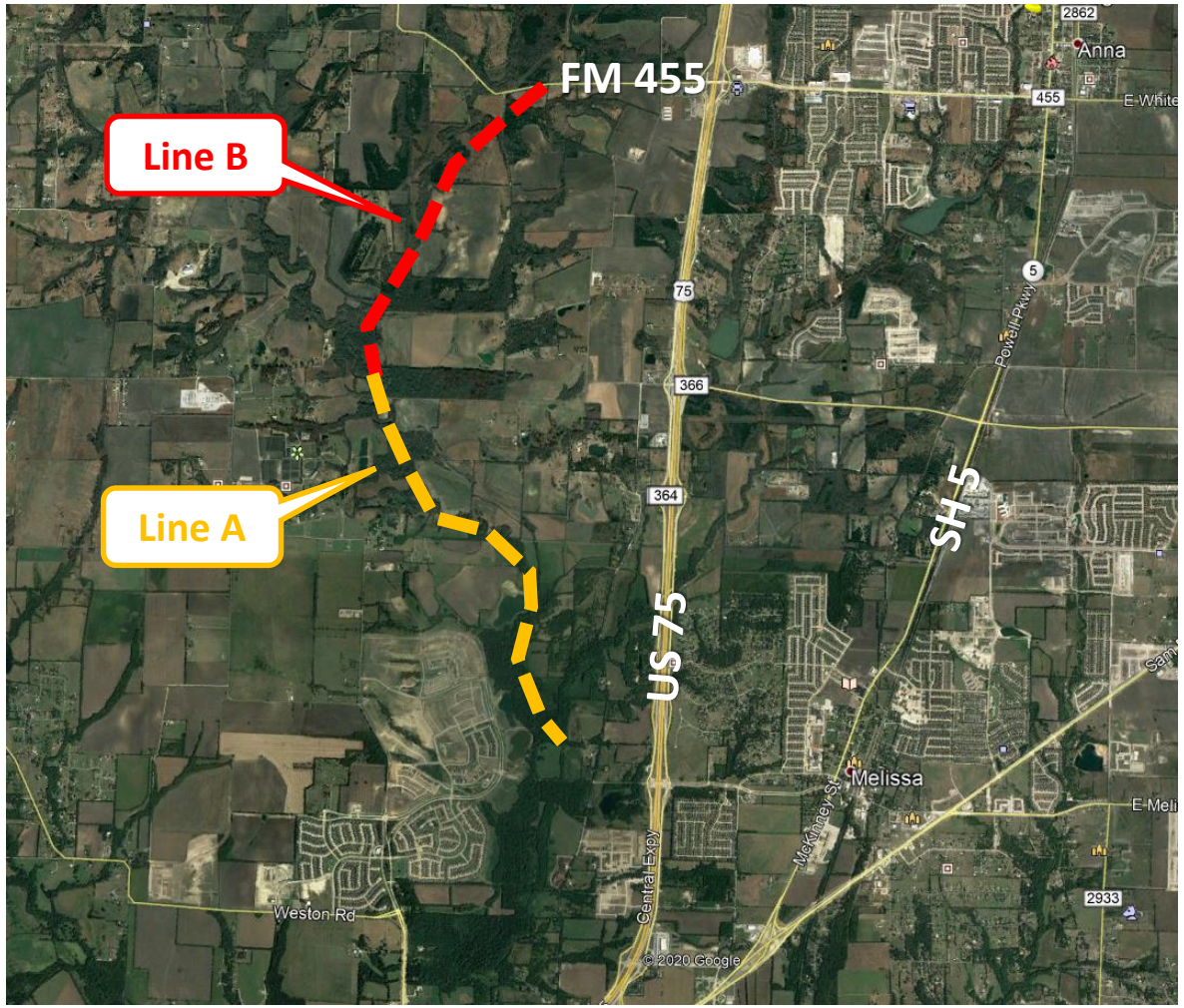




THE CITY OF Anna

Hurricane Creek Trunk Sewer

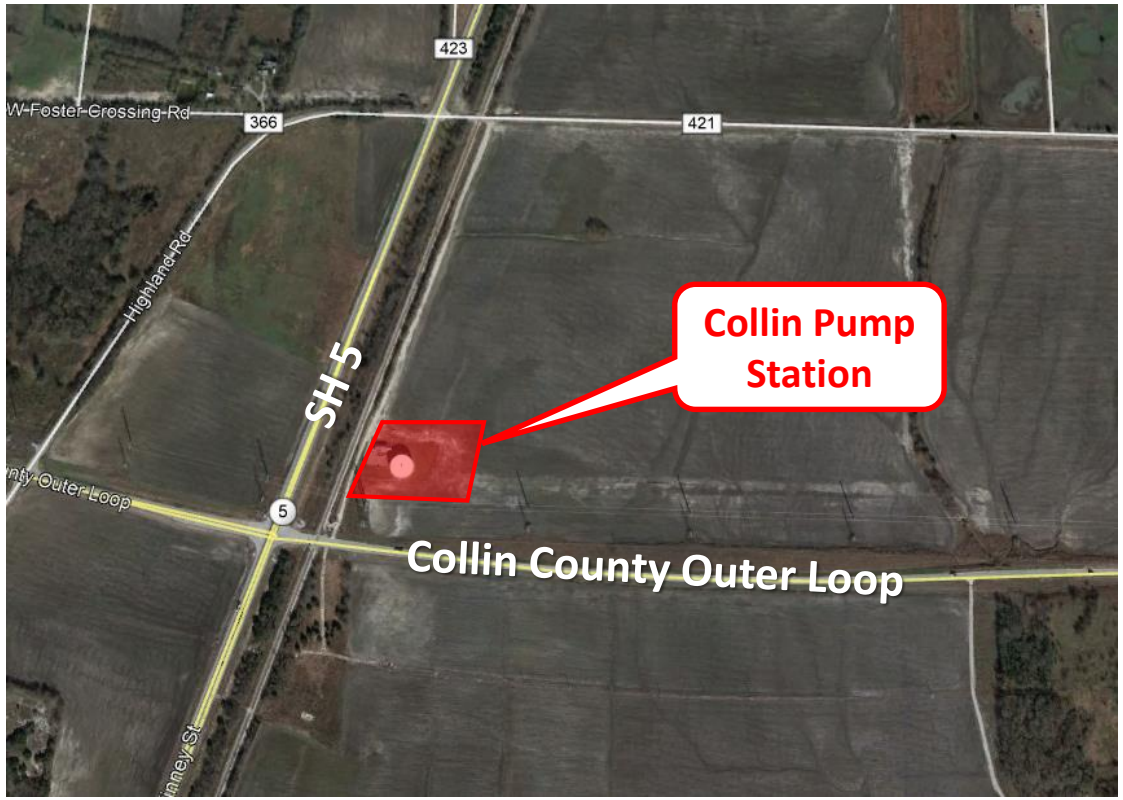
- Project Location
  - West of US 75, from FM 455 to Melissa trunk main
- Project Scope
  - Construction of a new large diameter trunk sewer main
- Project Cost
  - Line A: $8,000,000
  - Line B: $2,600,000
- Funding Source
  - Line A: PID Fees, Impact Fees,
  - Line B: PID Fees
- Proposed FY 21 Funding
  - Line B Construction: $2,600,000 in PID Fees
- Status
  - Line B design will be finalized, and the project will be bid before the end of the year. Lina A has many challenges due to extreme cost and property owners in Melissa's ETJ not seeing the benefit of allowing Anna to construct a sewer line through their land.
  - Staff is reviewing the potential of constructing a temporary or permanent sewer treatment facility instead of constructing Line A.



THE CITY OF Anna

Collin Pump Station Expansion

- Project Location
  - Northeast of SH 5 and Collin County Outer Loop
- Project Scope
  - Expand water supply to meet growing demand.
  - Bring the pump station and ground storage tank online.
  - Expand the pump station, including two new wells and new pumps.
- Project Cost
  - $3,700,000
- Funding Source
  - Water Impact Fees
- Proposed FY 21 Funding
  - $3,700,000 (Water Impact Fees)
- Project Status
  - Our new water model has identified this project as the best way to increase water supply in the near term.
  - The large ground storage tank was built but never used. We need to put it into service as our water demand is increasing significantly.
  - Staff has received cost estimates and engineering proposals and is prepared to move the project forward, so that the system can be online for Summer of 2021.



THE CITY OF Anna

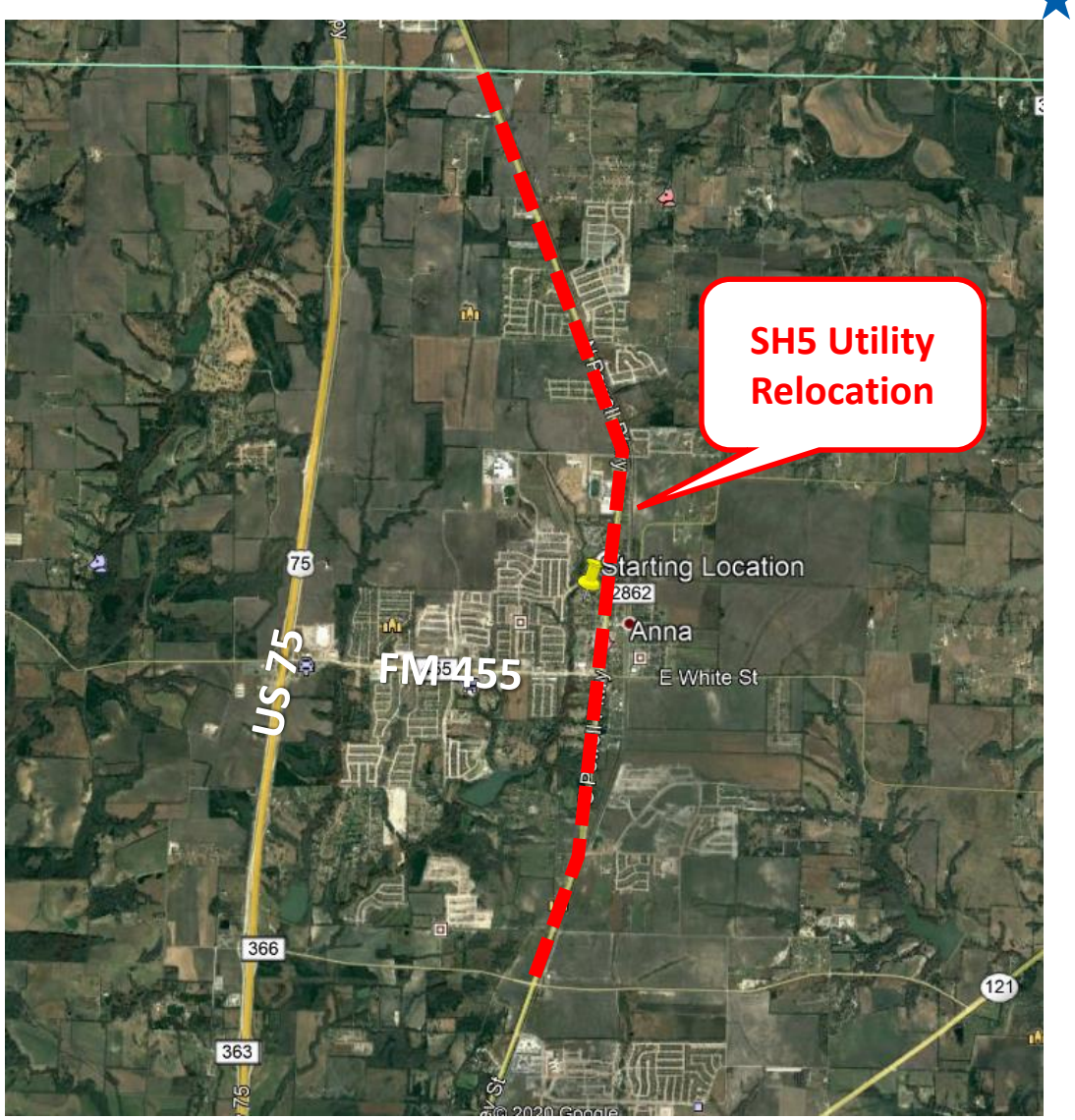
Throckmorton Creek Trunk Sewer Expansion

- Project Location
  - From just north of FM 455 to Rosamond Parkway
- Project Scope
  - Extension of a 15-inch sewer trunk main
- Project Cost
  - Engineering Design: $250,000
  - Construction: $2,500,000
- Funding Source
  - Design: Sewer Impact Fees
  - Construction: Sewer Impact Fees & Developer Funding
- Proposed FY 21 Funding
  - $250,000 (Sewer Impact Fees)
- Status
  - Project identified by staff which is critical to development between US 75 and SH 5, North of FM 455.
  - There is significant development interest in this area, but there is no sewer available.

THE CITY OF Anna

SH 5 Utility Relocation

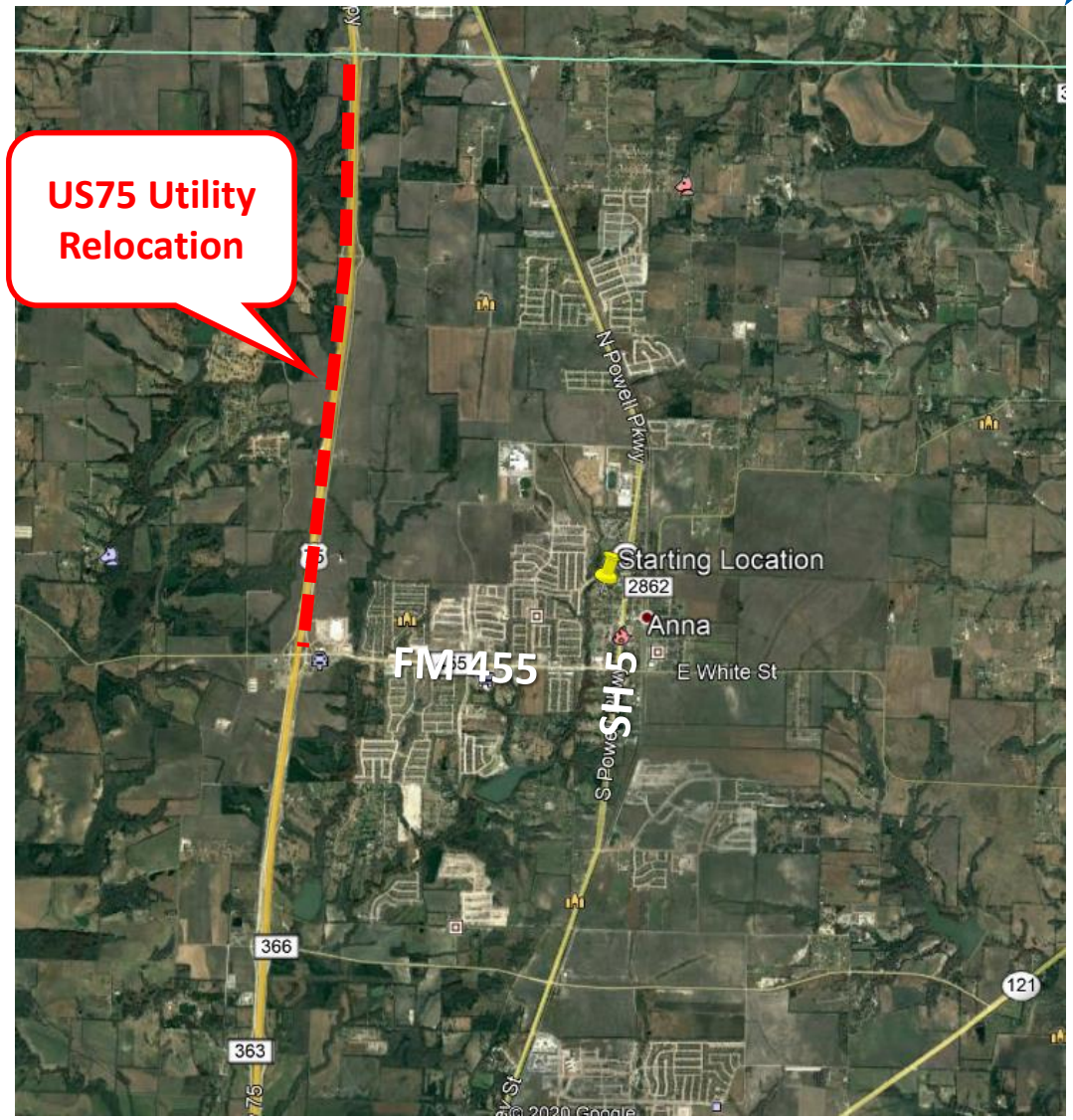
- Project Location
  - SH 5 Corridor
- Project Scope
  - Relocation of existing water and sewer infrastructure in preparation for the TxDOT widening of SH 5.
- Project Cost
  - Preliminary Engineering: $25,000
  - Final Engineering: $500,000
  - Construction: $5,000,000 (full length of SH 5 corridor)
- Funding Source
  - Non-Bond Capital Projects Fund (Design Only)
- Proposed FY 21 Funding
  - $25,000 (Non-Bond Capital Projects Fund)
- Project Status
  - TxDOT has majority of the ROW they need and have 95% design plans for the road. However, they do not have funding for construction.
  - The project will likely be split into at least two phases, with the first phase being in Melissa up to FM 455 in Anna.



THE CITY OF Anna

US 75 Utility Relocation

- Project Location
  - US75 Corridor
- Project Scope
  - Relocation of existing water and sewer infrastructure in preparation for the TxDOT widening of US75.
- Project Cost
  - Engineering Design: $150,000
  - Construction: $750,000
- Funding Source
  - Non-Bond Capital Projects Fund (Design Only)
- Proposed FY 21 Funding
  - $150,000 (Non-Bond Capital Projects Fund)
- Project Status
  - TxDOT has identified the widening of US 75 from FM 455 to the county line as a higher priority project which may move forward to construction in the next 2 years.
  - Staff is seeking to complete the engineering design in FY 21 so that the project is shovel ready when TxDOT is ready to move forward.
  - The City has limited existing utilities in this area, and some future utilities planned.



THE CITY OF Anna

Utility Maintenance - Methodology

- Replace old water and sewer mains in poor condition with:
  - Long history of repairs
  - Substandard material (clay tile, cast iron)
  - Substandard size (2”-4” water, 4”-6” sewer)
- Focus replacement in areas where:
  - Low pressure/flow concerns exist
  - History of inflow/infiltration problems exist
  - Complaint volumes are high
- Complete proactive maintenance on existing water and sewer facilities to:
  - Prolong service life
  - Prevent catastrophic failure
  - Modernize and improve efficiencies

THE CITY OF Anna

Utility Maintenance – Proposed 2020 Projects

- East Hackberry Water Main Replacement
- County Road 373 Water Main Replacement
- Interurban & Riggins Sewer Main Replacement
- Wastewater Treatment Plant Rehab – Phase I

THE CITY OF Anna

East Hackberry Water Main

- Project Location
  - Along existing asphalt section of Hackberry Lane
- Project Scope
  - Replace existing 6” main with a new 8” main
- Project Cost
  - $170,000
- Funding Source
  - Utility Fund
- Proposed FY 21 Funding
  - $170,000 (Utility Fund)
- Project Status
  - Staff will work with design engineer for road to add into project scope.

THE CITY OF Anna

County Road 373 Water Main

- Project Location
  - Along County Road 373, just north of Public Works Building
- Project Scope
  - Construct new water main to allow South Grayson SUD main to come out of service and end co-use of water main with the SUD.
- Project Cost
  - $150,000
- Funding Source
  - Utility Fund
- Proposed FY 21 Funding
  - $150,000 (Utility Fund)
- Status
  - Survey is complete. Staff to design in-house. Construction in FY21.

THE CITY OF Anna

Interurban & Riggins Sewer Main

- Project Location
  - From FM 455 to a point 650 feet south
- Project Scope
  - Replace old clay tile main in poor condition
- Project Cost
  - $97,500 (estimate)
- Funding Source
  - Utility Fund
- Proposed FY 21 Funding
  - $97,500 (Utility Fund)
- Status
  - City staff to complete design and bid

THE CITY OF Anna

Wastewater Treatment Plant Rehabilitation – Phase I

- Project Location
  - John R. Geren Wastewater Treatment Plant
- Project Scope
  - Replace Bar Screens
- Project Cost
  - $50,000
- Funding Source
  - Utility Fund
- Proposed FY 21 Funding
  - $50,000
- Status
  - Bar Screen will be replaced at the end of FY21/beginning of FY22 (total cost $170,000)

THE CITY OF Anna

Drainage Overview

- The current budget includes $21,000 for storm drainage work in the Street Division operating budget (General Fund)
  - Staff will utilize this funding to complete small in-house drainage improvement projects as needed.
- The City will be completing the stormwater utility study this fall and will make recommendations this winter to the City Council.
- If a Stormwater Utility is adopted in the future, a 5-year CIP plan with key projects will be put in place to identify stormwater needs, project scopes, and estimated costs.

THE CITY OF Anna

Proposed
Parks Community Improvement Plan

THE CITY OF
Anna

About the Plan

- Adoption of this plan is not an appropriation of funds. Individual projects, and project elements, will go through the standard evaluation and appropriation processes.
- Adoption of this plan should not be considered the only opportunity for Council or our neighbors to provide input on proposed projects.
- Adoption of this plan does give staff direction to allocate funding by project and consider them priorities of the Council when making decisions or recommendations for future projects based on these allocations.
- Project totals are estimated based on potential scope of the project and current market factors. Actual costs will be presented and approval by Council and will be determined through the standard appropriation processes.
- Project timelines are estimated on projected fund balance and Council priorities. Market variations, fund balance availability, staff capacity, and other factors may affect the project timeline.

THE CITY OF Anna

About the Plan (cont.)

- The Park CIP will be formally evaluated by Council at least on an annual basis with periodic updates and opportunities for input throughout the year at Council's discretion or staff's request.
- Larger potential capital projects that may require bond funding, or other sources beyond the park development fund, are included in this Parks CIP as unfunded projects. Those projects may be considered on an individual basis.

  - **Examples:**
    - Library
    - Recreation/Community Center
    - Sports Complex
    - Recommendations from the Parks Master Plan

THE CITY OF Anna

Park Development Fund Permissible Expenditures

- Land Acquisition & Capital Improvements
- Planning, Engineering and Design of Parks & Recreation Facilities
- Construction of New Parks & Recreation Facilities
- Modernization of Existing Parks & Recreation Facilities
- Maintenance and Equipment for New and Recently Modernized Parks & Recreation Facilities
- Long-Range Planning
- Feasibility Studies, Market Studies and Economic Impact Analysis
- Planning, Administration, Operation and Promotion of Events and Recreation Activities
- Staffing and Daily Operations Related to Events and Recreation Activities

THE CITY OF Anna

Park Development Fund Notes:

- Park Development Fees must follow the “rough proportionality” principle.
  - How does new development help maintain a quality parks and recreation system that is currently enjoyed by our neighbors?

- Park Development Funds must adhere to the nexus principle.
  - Funds must be expended within a reasonable distance of the new development.
  - In many communities, this is done by establishing “park zones.”
  - Due to the City of Anna’s current size, all neighbors could be considered being near a park, regardless of location.

- Fees-in-Lieu of park land dedication should be spent within a reasonable time frame.

THE CITY OF Anna

Park Development Fund Projections

- Fee projections are based on half of the projected Single-Family and Multi-Family units anticipated for FY21.
- Expectation is to accept more land and get parks on the ground sooner with new development.
- Number is conservative to accommodate changes in the market.

YEAR	Permits	Type	Park Development	Fee-in-Lieu Estimate	Total Estimated
2015	81	SF	$ 121,500	$ 48,600	**$ 170,100**
2016	227	SF	$ 340,500	$ 136,200	**$ 476,700**
2017	440	SF	$ 660,000	$ 264,000	**$ 924,000**
2018	245	SF	$ 367,500	$ 147,000	$ 514,500
	131	MF	$ 262,000	$ 78,600	$ 340,600
					$ 855,100
2019	670	SF	$ 1,005,000	$ 402,000	**$ 1,407,000**

Past 5 Yr Avg Annual Amount	**$ 766,580**
FY20 Actual Revenue YTD	**$ 1,130,100**
FY21 Projection (half)	**$ 885,500**
*FY21 670 SF; 140 MF	

THE CITY OF Anna

Park CIP Funding Projections and Schedule Overview

CITY OF ANNA
COMMUNITY IMPROVEMENTS PROGRAM
PARKS - NEIGHBORHOOD SERVICES

	Actual FY2019	Estimated 2019-20	Budget 2020-21	Budget 2021-22	Budget 2022-23	Budget 2023-24	Budget 2024-25	Project Total
BEGINNING BALANCE	$ 702,817	$ 1,192,956	$ 2,212,781	$ 752,158	$ 552,411	$ 508,082	$ 464,035	
Park Development Funds (Half of Projected FY21-FY25)	$ 900,150	$ 1,194,068	$ 885,500	$ 885,500	$ 885,500	$ 885,500	$ 885,500	
Miscellaneous Revenue	$ 15,494	$ 12,848	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	
Interest Revenue	$ 23,689	$ 14,119	$ 14,000	$ 14,000	$ 14,000	$ 14,000	$ 14,000	
TOTAL REVENUE	$ 939,333	$ 1,221,035	$ 914,500	$ 914,500	$ 914,500	$ 914,500	$ 914,500	
TOTAL AVAILABLE RESOURCES	$ 1,642,150	$ 2,413,991	$ 3,127,281	$ 1,666,658	$ 1,466,911	$ 1,422,582	$ 1,378,535	
PROJECTS								
Parks Master Plan	$ -	$ 33,037	$ 141,963	$ -	$ -	$ -	$ -	$ 175,000
Sherley Heritage Park Playground	$ 307,325	$ -	$ -	$ -	$ -	$ -	$ -	$ 307,325
Sherley Heritage Park Train & Park Improvements	$ 22,077	$ 73,522	$ 510,360	$ -	$ -	$ -	$ -	$ 605,959
Johnson Park Improvements	$ -	$ -	$ 625,000	$ -		$ 150,000	$ -	$ 775,000
Trails (Will Serve as Matching if Awarded Grant)	$ -	$ -	$ 195,000	$ 195,000		$ -	$ -	$ 390,000
Natural Springs Park Improvements	$ 13,831	$ -		$ 45,000	$ 80,000	$ 125,000	$ 250,000	$ 513,831
Slayter Creek Park Improvements	$ 32,567	$ -	$ 135,000	$ 200,000	$ 200,000	$ -	$ -	$ 567,567
Natural Springs Park (Dog Park)	$ 65,688	$ 67,056	$ -	$ -	$ -	$ -	$ -	$ 132,744
Professional Services	$ -	$ -	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 100,000
Machinery & Equipment	$ -	$ 27,595	$ 123,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 250,595
Recreation Services	$ -	$ -	$ 374,800	$ 379,248	$ 383,828	$ 388,547	$ 393,407	$ 1,919,829
Land Acquisition and Amenities			$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 1,250,000
UNFUNDED PROJECTS & ESTIMATES								
Library	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,651,120
Recreation/Community Center	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,863,922
Sports Complex	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,147,732
Skate Park Update								$ 1,500,000
Parks Master Plan Recommendations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000,000
TOTAL PROJECT EXPENDITURES	$ 441,488	$ 201,210	$ 2,375,123	$ 1,114,248	$ 958,828	$ 958,547	$ 938,407	$ 6,987,850
TOTAL UNFUNDED PROJECT EXPENDITURES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 53,662,774
ENDING FUND BALANCE	$ 1,200,662	$ 2,212,781	$ 752,158	$ 552,411	$ 508,082	$ 464,035	$ 440,129	

THE CITY OF Anna

Proposed Projects

THE CITY OF Anna

Parks Master Plan

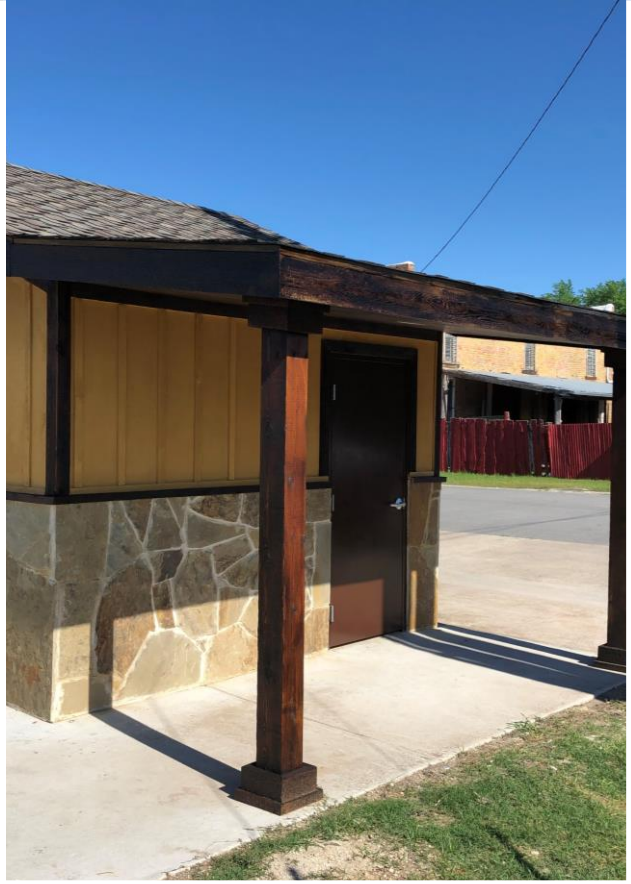
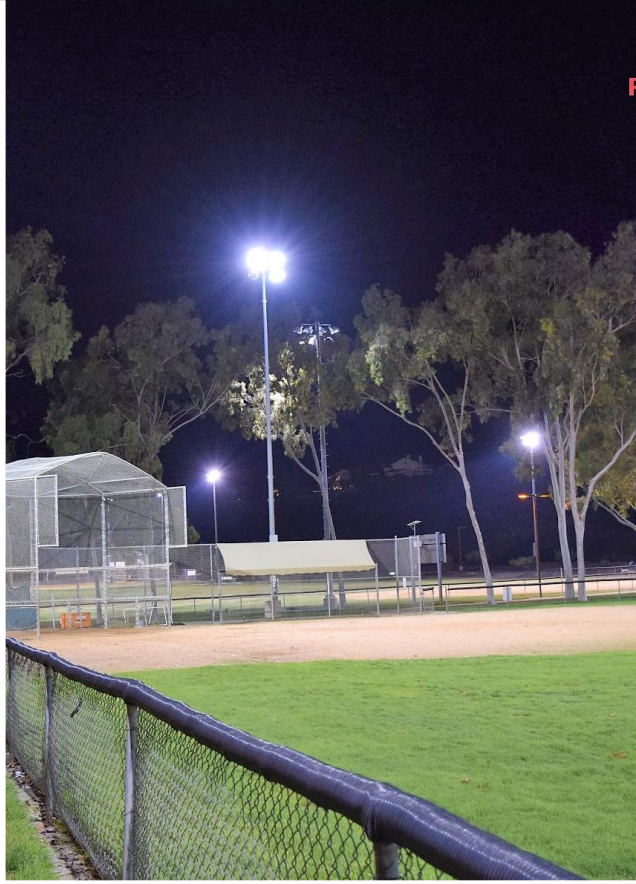
- **Project Total**: $175,000
- **Project Timeline:** FY20 & FY 21
- **Status**: Underway
- **Project Completion Estimate**: Spring 2021
- **Description**: This is for the cost for La Terra for the Parks Master Plan which has already been approved by Council. The Parks Master Plan will include the following: A parks inventory of each park, recreation, trail, open space area and facility; A comparison with other benchmark cities; Goals, policies, ordinances and standards to support the Parks Master Plan, A priority list of needs ranked in order from highest to lowest including land acquisition areas; Possible resources for capital, operations and maintenance costs, *In addition to the foregoing, La Terra will conduct a beginning analysis of a future recreation center, sports complex and the direction of youth sports in Anna.*

THE CITY OF Anna

Sherley Heritage Park Train and Park Improvements

- **Project Estimate**: $605,959
  - Steam Locomotive $348,360
  - Tracks $25,000
  - Utility Lines $55,000
  - Lighting $30,000
  - Wood Fence $20,000
  - Pipe Fence $12,000
  - Contingency $20,000
  - Previous Expense Total: $95,599
- **Project Timeline:** FY20 & FY 21
- **Status**: Underway
- **Project Completion Estimate**: Winter 2020
- **Description**: This item is for the steam locomotive, tracks, burying the overhead utility lines, lighting, an 8-foot fence and pipe fence. The steam locomotive, tracks and overhead utility lines have already been approved, previously, and are being carried over into this fiscal year. The lighting at Sherley Heritage Park was requested by the Parks Advisory Board. The 8-foot wood fence is to remove and replace the existing 6-foot fence near the water tower. The short pipe fence is for safety around the perimeter of Sherley Heritage Park.

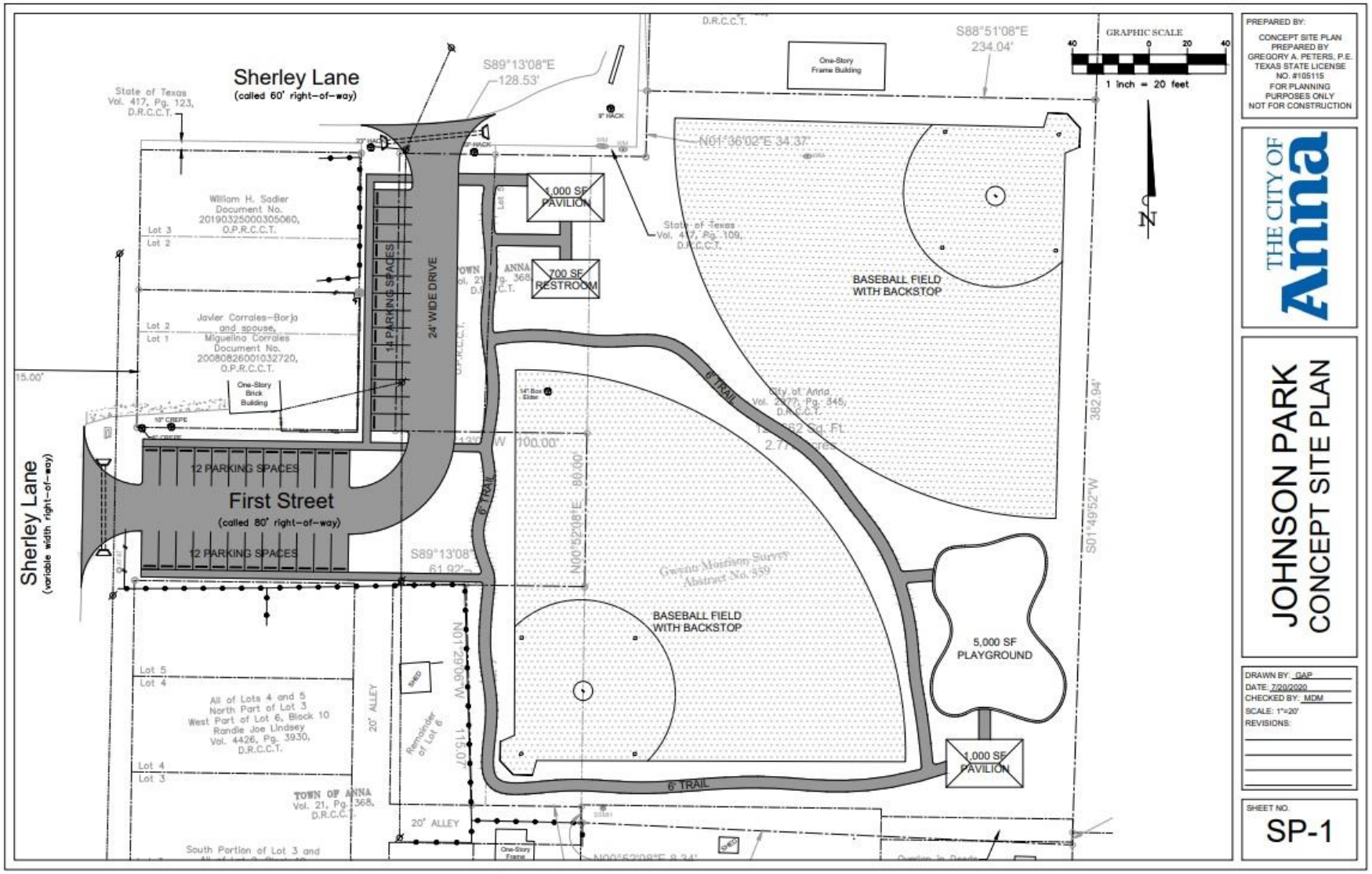
THE CITY OF Anna

Johnson Park Improvements

THE CITY OF Anna

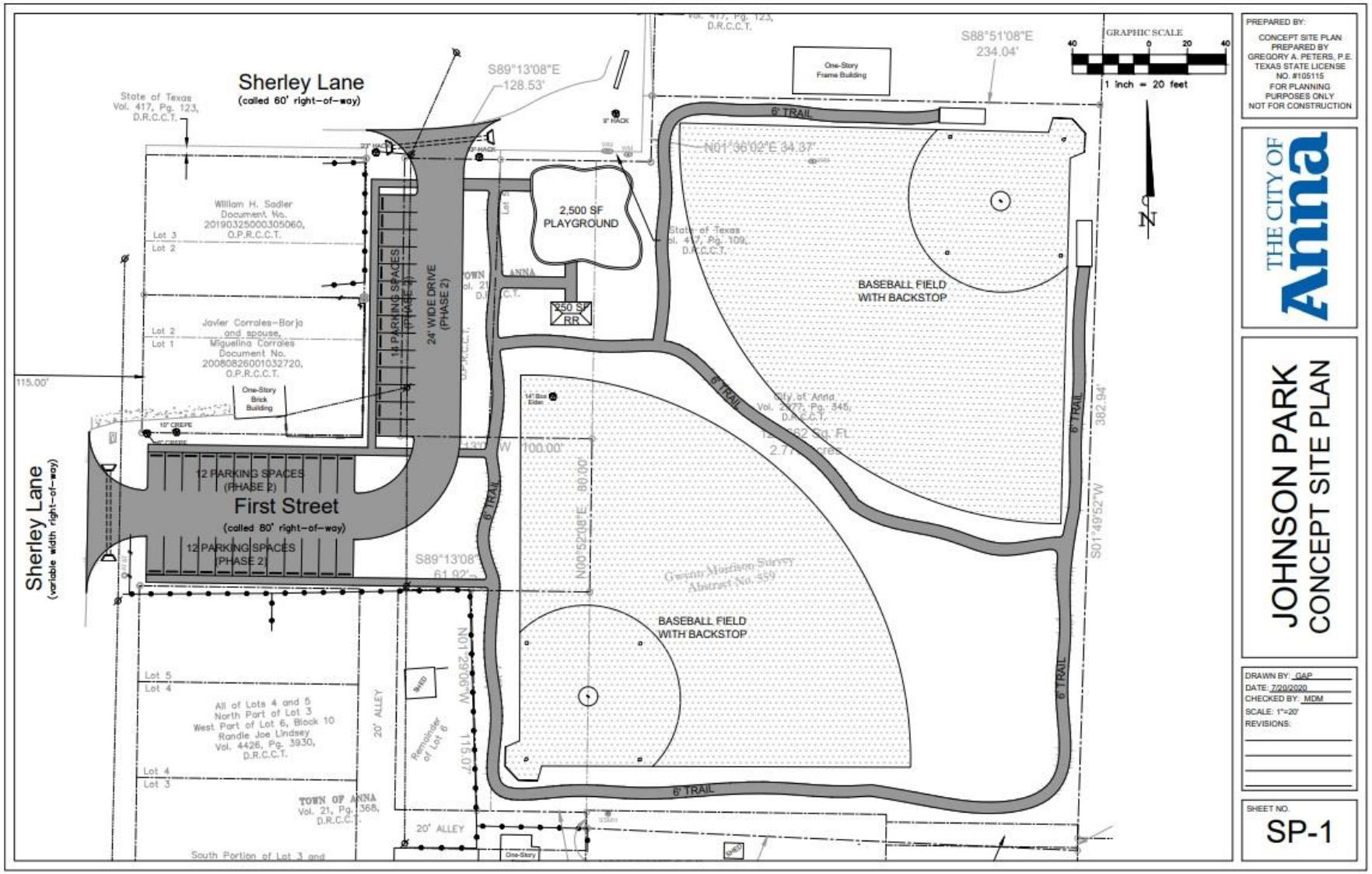
Option 1 - Johnson Park Improvement



- Move south field back.
- Add grass and irrigation.
- Remove old playground.
- Add playground to SE corner.
- Add pavilion to SE corner.
- Add pavilion to NW corner.
- Add restroom.
- Add trail and flatwork.
- Pave parking.
- Replace lighting.
- Replace fences (black vinyl coated).

THE CITY OF Anna

Option 2 - Johnson Park Improvement (Parks Board Recommendation)



- Move south field back.
- Add grass and irrigation.
- Remove old playground.
- Add playground to NW corner.
- Add restroom.
- Add trail and flatwork.
- Improved/Not Paved parking.
- Replace light poles.
- Replace fences (black vinyl coated).
- *Consider moving playground slightly east.*
- *Add bollards on north side of playground.*
- *Add parking spaces.*

THE CITY OF Anna

Johnson Park Improvements
Action Requested

- **Option 1** - $775,000
  - Move south field
  - Fencing
  - Lighting
  - Playground w/Shade (SE Corner)
  - 2 Pavilions
  - Larger Restrooms
  - Flatwork
  - Misc. Amenities
  - Demolition
  - Grass & Irrigation
  - Site Plan, Landscape Plan, Lighting Plan, & Platting, Utilities, Grading, Drainage, Inspections, etc.
  - FY24 - Parking Lot & Sidewalks
  - FY24 - Pavilion

- **Option 2** - $510,000
  - **Parks Board Recommendation**
  - Move south field
  - Fencing
  - Light poles
  - Smaller Restrooms
  - Move south field back
  - Add playground and pavilion to NW corner w/shade structure
  - Minor parking improvements
  - Site Plan, Landscape Plan, Lighting Plan, Platting, Utilities, Grading, Drainage, Inspections, etc.

- **Option 3** - $366,000
  - Leave field layout "as is."
  - Fencing
  - Lighting
  - Playground w/Shade (Current Location)
  - Smaller Restrooms
  - Minor parking improvements

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Trails

- **Project Estimate**: Up to $390,000 for City portion of a matching grant fund request that has been submitted. (Total project estimate: $780,000)
  - Slayter Creek Park Trail to 4th
  - Slayter Creek Park Trail to FM 455
  - Slayter Creek Park Trail from FM 455 to Natural Springs Park and Lakeview Park
  - Option A: Pecan Grove Park to Taylor Boulevard, Oak Hollow Open Space to Taylor Boulevard
  - Option B: Pecan Grove Park to Taylor Boulevard, Oak Hollow HOA Land to Taylor Boulevard
- **Project Timeline:** FY21 & FY 22
- **Status**: Planning
- **Project Completion Estimate**: TBD
- **Description**: Staff has submitted 3.3 miles of trail projects to Collin County for Grant funding with Council's approval. Trails are needed to connect city parks, schools and downtown among other areas in the community. Potential easement acquisition needs will come from the Land Acquisition and Amenities portion of the CIP. Amenities such as trail head access points, signage, benches, etc. will be phased in future years. The total cost for our portion of trails and easements for this upcoming year is estimated to be $195,000. If grant funding is not awarded, staff will develop an alternative plan to use existing allocated funds to build trails.

Natural Springs Park Improvements

- **Project Estimate**: $513,831 over 4 Phases
  - FY21 - Security Fence $30,000
  - FY21 - Sidewalks $20,000
  - FY22 - Parking - $80,000
  - FY23 – Playground $125,000
  - FY25 - Middle Pond Mitigation $250,000
- **Project Timeline:** FY21, FY22, FY23, and FY25
- **Status**: Planning
- **Project Completion Estimate**: By Fiscal Year
- **Description**: A security fence is needed outside the parks maintenance barn to protect equipment and materials stored outside. The fence that is needed is estimated to be 350 feet long by 6 feet high. Staff recommends an ornamental steel or aluminum fence that can blend in with the aesthetics at Natural Springs Park. Additional concrete pads and sidewalks are needed to the Paw Park. Additional parking is needed at Natural Springs Park for Anna Neighbors that use the Paw Park and to hold future events at the park such as movies in the park and other activities. Once parking is addressed, consideration of adding a playground is recommended. The middle pond located just south of the gazebo needs dredging, aeration, and repair. This project is estimated at $250,000 but continues to need evaluation.

Slayter Creek Park Improvements

- **Project Estimate**: $567,567 over 3 Phases (Plus future Skate Park update $1,500,000)
  - FY21 - Drainage $50,000
  - FY21 - ~~Parking Lot Sealing $15,000~~
  - FY21 - Pavilion Metal Ceiling $25,000
  - FY21 - Disc Golf $15,000
  - FY21 - Splash Pad Refresh $40,000
  - FY21 - Tennis Backboard $5,000
  - FY22 - Basketball Courts x2 $200,000
  - FY23 - Pickleball $200,000
  - *FY24 – Skate Park Upgrade $1,500,000 (Unfunded Project/Funding Source TBD)*
- **Project Timeline:** FY21, FY22, FY23, and *FY24*
- **Status**: Planning
- **Project Completion Estimate**: TBD
- **Description**: Several broken sidewalks need replacement at Slayter Creek Park. Four concrete panels and the foundation at the concession stand needs repair as well as the drainage surrounding the concession stand to prevent future problems. The drainage along the trails at Slayter Creek Park from Rosamond to Hackberry needs to be improved as well. The parking lot at Slayter Creek Park needs sealing and repainting. A metal ceiling is needed at the Slayter Creek Park pavilion. The current roof requires a disc golf course players to make improvements to the disc golf course. The objective is to upgrade the design of the course, so it is safe and well-balanced for all skill levels and possible tournaments. The splash pad needs a refresh, a new slide and more vibrant water features that allows more sensory experiences and play for a wider range of ages. The addition of lights would allow extended hours of play as well. Pickleball is a fast-growing sport for all ages. Many cities are adding pickleball to their parks systems. The estimated cost for a pickleball court in Anna is $200,000. Staff has received requests for a tennis backboard at the tennis courts. This would allow for single player practice. The park system does not currently offer an outdoor basketball court, so staff is proposing two courts with an estimated cost of $200,000. The skate park is also in need of expanding.

Other Allowable Projects

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Other Allowable Projects from Park Development Fund

- Professional Services – up to $20,000 for surveys, topo, concept designs, etc.
  - This line item is for Architecture, Planning, Engineering, Design, Surveying, Property Search, Financial Advisors, Grant Consultants and other contract labor. These services are needed on park projects prior to construction.

- Machinery & Equipment – up to $123,000 for FY21 (additional funds projected annually)
  - The John Deere Tractor is a replacement for a 12-year-old tractor that is out of commission. Another working tractor is needed for the additional right-of-way the parks department is mowing. The estimated cost of the tractor is $60,000. The dethatcher/vacuum is needed to handle the debris from the lake rising at Lakeview park. The dethatcher/vacuum will, also, be useful on the playing fields and trails to keep them nice and clean. The estimated cost of the dethatcher is $50,000. The zero-turn mower is a replacement for a 7-year-old mower that has been repaired over and over and continues to break down on a regular basis. It is needed for the new parks that have come online this past year. The estimated cost of the zero-turn mower is $13,000.

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Other Allowable Projects from Park Development Fund (cont.)

- Recreation Services – up to $374,800 for FY21
  - This fund is designated to provide recreational services, programs, events, and activities to enhance the park system spaces and amenities while providing equitable opportunities for all neighbors to enjoy the parks.

- Land Acquisition and Amenities – up to $250,000 annually
  - This fund is dedicated to purchasing park land, participating in partnership with developers or other agencies to develop or enhance new parks, and develop existing park land with new park amenities. This is based on receiving half of the projected developer contributions with a goal of working with the developers to dedicate land and build the park instead of receiving the fees.

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Unfunded Capital Projects

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Anna Community Library

Project Development Cost Estimates (25,000 sq ft)	
Professional A&E Design Fees (10%+/- of Construction	$1,062,500
Reimbursable Expenses	$15,000
Surveying & Platting	$25,000
Geotechnical Investigation	$10,000
Quality Assurance Materials Testing	$35,000
Commissioning	$25,000
HVAC Testing & Balancing	$30,000
TDLR TAS Plan Review & Inspection Fee	$1,735
Miscellaneous Expenses	$25,000
Total Project Development Costs	**$1,229,235**
Construction Costs	
25,000 SF at $425 per SF	$10,625,000
Offsite Utilities as needed	$250,000
Furniture, Fixtures, Equipment	$875,000
Technology & Audio-Visual Systems	$500,000
Library Books and Materials	$1,000,000
Total Construction Cost	**$13,250,000**
Subtotal Project Budget	**$14,479,235**
Project Contingency of 15%	**$2,171,885**
Total Project Budget	**$16,651,120**

- **Project Estimate**: $16,651,120
- **Project Timeline:** Bond Funds
- **Status**: Initial Report Complete
- **Project Completion Estimate**: TBD
- **Description**: The City Council approved an Action Agenda that included the evaluation and development of a public library for the City of Anna. This item has been actively supported by neighbors and The Friends of the Anna Community Library. The recommendation is for a facility up to 25,000 square feet in size. The development and construction costs presented does not include the purchase of land, if needed.

Recreation/Community Center

Project Development Cost Estimates (30,000 sq ft)	
Professional A&E Design Fees (10%+/- of Construction)	$1,399,429
Reimbursable Expenses	$12,607
Surveying & Platting	$21,011
Geotechnical Investigation	$8,404
Quality Assurance Materials Testing	$29,415
Commissioning	$21,011
HVAC Testing & Balancing	$25,213
TDLR TAS Plan Review & Inspection Fee	$1,458
Miscellaneous Expenses	$21,011
Total Project Development Costs	**$1,539,560**
Construction Costs	
30,000 SF at $425 per SF	$12,750,000
Offsite Utilities as needed	$191,429
Furniture, Fixtures, Equipment	$670,000
Technology & Audio-Visual Systems	$382,857
Total Construction Cost	**$13,994,286**
Subtotal Project Budget	**$15,533,845**
Project Contingency of 15%	**$2,330,077**
Total Project Budget	**$17,863,922**

- **Project Estimate**: $17,863,922
- **Project Timeline:** Bond Funds
- **Status**: Initial Report In-Progress
- **Project Completion Estimate**: TBD
- **Description**: The City Council approved an Action Agenda that included the evaluation and development of a community/recreation center for the City of Anna. The model is for a facility up to 30,000 square feet in size and to include a gymnasium, small cardio area, indoor track, divided meeting/event space with kitchen amenities, a multi-purpose fitness/classroom, and outdoor flatwater pool. The development and construction costs presented does not include the purchase of land, if needed.

Project Development Cost Estimates	
Professional A&E Design Fees (10%+/- of Construction)	$1,500,000
Reimbursable Expenses	$13,513
Surveying & Platting	$22,521
Geotechnical Investigation	$9,008
Quality Assurance Materials Testing	$31,529
Commissioning	$22,521
HVAC Testing & Balancing	$27,025
TDLR TAS Plan Review & Inspection Fee	$1,563
Miscellaneous Expenses	$22,521
Total Project Development Costs	**$1,650,202**
Construction Costs	
8 Baseball Fields, 10 Soccer Fields, Etc.	$15,000,000
Offsite Utilities as needed	$225,210
Furniture, Fixtures, Equipment	$788,235
Technology & Audio-Visual Systems	$450,420
Total Construction Cost	**$15,000,000**
Subtotal Project Budget	**$16,650,202**
Project Contingency of 15%	**$2,497,530**
Total Project Budget	**$19,147,732**

Sports Complex

- **Project Estimate**: $19,147,732
- **Project Timeline:** Bond Funds (Phasing Options)
- **Status**: Initial Report In-Progress
- **Project Completion Estimate**: TBD
- **Description**: The City Council approved an Action Agenda that included the evaluation and development of a sports complex for the City of Anna. The construction cost estimates will be evaluated as the scope and timing of the project is developed. Factors to consider include ensuring the right amenities, facility goals, operational costs and subsidy considerations, economic support such as hotels, restaurants, retail, and other services that are key to ensuring the success of a sports complex for the community.

Skate Park Modernization

- **Project Estimate**: $1,500,000
- **Project Timeline:** Bond Funds
- **Status**: Initial Concept Only
- **Project Completion Estimate**: TBD
- **Description**: The skate park at Slayter Creek Park needs modernization. At present, the skate park consists of ramps on a concrete pad. A concrete, poured-in-place skate park with a street course, hybrid park-styled elements and transitional features would upgrade the skate park and increase usage. The current footprint at Slayter Creek Park could potentially provide for a 25,000 square foot skate park. Current construction cost estimates are between $55 and $60 per square foot.

Parks Master Plan Recommendations

- **Project Estimate**: $5,000,000
- **Project Timeline:** Bond Funds
- **Status**: PMP In-Progress
- **Project Completion Estimate**: TBD
- **Description**: This item is in anticipation of the completion of the Parks Master Plan in the spring of 2021.

Next Steps

- The Parks Board recommended adoption of the Parks CIP as presented
- Staff is seeking feedback from the City Council on the proposed projects and funding
- Staff will make revisions based on feedback, and the CIP will be adopted with the FY 2021 Budget

THE CITY OF Anna

Item No. 8.a.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Carrie Land

AGENDA ITEM:
Approve City Council Meeting Minutes for August 11, 2020. (City Secretary Carrie Land)

SUMMARY:

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:

ATTACHMENTS:
1. CCmin20200811 Draft 2

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Regular City Council Meeting
Meeting Minutes

Tuesday, August 11, 2020 @ 7:30 PM

Sue E. Rattan Elementary School
1211 S. Ferguson Parkway, Anna, Texas

The City Council of the City of Anna met at 7:30 PM, on August 11, 2020, at the Sue E. Rattan Elementary School, Located at 1211 S. Ferguson Parkway, to consider the following items.

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

Mayor Pike called the meeting to order at 7:32 PM.

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

Mayor Pike led the invocation and pledge.

3. **Neighbor Comments.**

No comments.

4. **Reports.**

a. Recognition for dedicated and exemplary service for the retirement of Police Chief, Jeff Caponera.

b. Recognition for dedicated and exemplary service of Finance Director, Dana Thornhill.

c. Introduction of Interim Finance Director Alan Guard.

5. **Consent Items.**

Agenda Items p. and q. were removed from the Consent Agenda.

MOTION: Council Member Beazley moved to approve consent items a.-o. and r.-s. Council Member Miller seconded. Motion carried 5-0.

a. Approve a Resolution authorizing the City Manager to sign a professional services agreement with the Texas Coalition for Affordable Power (TCAP) and Gexa Energy's Commercial Electric Service Agreement to participate in a Strategic Hedging Program (Interim Finance Director Alan Guard)

The City of Anna is a member of TCAP for purposes of procuring lower rates for energy purchases. The Strategic Hedging Program (SHP) is a fixed price program but with a shorter term for the fixed price designed to procure energy when it is cheaper. TCAP works on behalf of its members to find and/or negotiate the best rates using the large number of member cities to leverage lower rates overall.

If the City is able to procure better rates through a long-term fixed-price, fixed-term contract there are opportunities to opt out of the agreement every six months.

RESOLUTION OF THE CITY OF ANNA TEXAS ADOPTING TCAP'S PROFESSIONAL SERVICES AGREEMENT AND GEXA ENERGY'S COMMERCIAL ELECTRIC SERVICE AGREEMENT FOR POWER TO BE PROVIDED ON AND AFTER JANUARY 1, 2023.

b. Approve an Ordinance re-affirming the designation of FM 455 in the City of Anna, Texas as White Street from County Road 424 to County Road 937. (Director of Public Works, Greg Peters)

This item is to formally name a section of FM 455 as White Street in the City of Anna. FM 455 is currently known as White Street and has been known as White Street for many years. However, TxDOT is requiring the City to provide an Ordinance officially naming the road as White Street in order to facilitate the City's request to change the exit signs on US 75 from "Anna-Weston Road" to "White Street."

White Street is named after Charles Ell White, a World War II Veteran and lifelong resident of Anna, Texas. White served as a B-24 pilot in the Army Air Corps, was shot down in battle and spent time as a Prisoner of War in Bucharest, Romania.

After the war Mr. White served the Anna community as a City Councilman, School Board Trustee, and volunteer firefighter.

TxDOT has requested the City to provide a City Ordinance showing the official name of the street as a part of the ongoing negotiations to change the signs on US 75 from "Anna-Weston Road" to "White Street."

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, RENAMING A SEGMENT OF FARM TO MARKET ROAD 455; PROVIDING A SAVINGS, SEVERABILITY AND REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

c. Approve Enterprise lease agreement for bucket truck replacement. (Director of Public Works, Greg Peters)

The City of Anna Public Works Department has a 2011 Dodge Ram Chassis with bucket lift, which has over 275,000 miles on it. This vehicle was purchased when the City made the decision to take over maintenance of streetlights from GCEC.

Last month the engine in this truck experienced catastrophic failure, resulting in the entire engine requiring replacement. Due to the size and type of motor, this replacement cost is approximately $20,000.00. Due to the age and condition of the truck, it does not make financial sense to replace the engine.

Currently the Public Works Department is renting a bucket lift trailer to continue streetlight and signage operations. This rental costs $300/day, or $1,200/week.

The bucket truck was scheduled for replacement in the FY21 draft budget. Failure of the existing truck's engine has resulted in this replacement moving up from October of 2020 to August of 2020.

The cost to replace the engine in the existing truck ($20,000) is roughly proportional to the estimated annual cost of a lease for a new truck. The annual lease cost will be $22,746.72 per year.

If the City chose to purchase instead of lease, the purchase price of the vehicle would be $150,849.00. Staff is recommending the use of the lease program as it provides the City more flexibility in budgeting and decision making as we continue to grow, so that we are not locked into a major capital purchase.

The lease option is the best financial decision when compared to purchase, or rental.

d. Approve City Council Meeting Minutes July 28, 2020. (City Secretary Carrie Land)

e. Approve an Ordinance of the City Council of the City of Anna, Texas, ordering a general election to be held on November 3, 2020 for the purpose of electing two (2) City Council Members and a special election to elect one (1) City Council Member to fill an unexpired term of office; designating polling places; ordering notices of Election to be given; authorizing execution of joint election contracts. (City Secretary Carrie Land)

On April 1, 2020 Council passed Ordinance 851-2020 postponing the May 2, 2020 General Election to November 3, 2020.

Election dates, times and locations have changed and a new order and contract for services must be adopted in accordance with the State Election Code. The deadline to adopt such Ordinance is August 17, 2020.

One major change is the voting location, it will be held at Anna Independent School Districts Board Room, 201 E. 7th St, rather than City Hall.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON NOVEMBER 3 2020 FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCIL MEMBERS AND A SPECIAL ELECTION TO ELECT ONE (1) CITY COUNCIL MEMBER TO FILL AN UNEXPIRED TERM OF OFFICE; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

f. Approve a Resolution amending the representatives authorized to transact business with the Texas Local Government Investment Pool (Interim Finance Director Alan Guard)

Texpool is one of the City's primary investment vehicles. As the current Finance Director is resigning her position, it is necessary for City Council to approve the Interim Finance Director to become an authorized representative for the City to conduct business.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AMENDING THE AUTHORIZED REPRESENTATIVES AUTHORIZED TO TRANSACT BUSINESS WITH THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL, “TEXPOOL/TEXPOOL PRIME”, A PUBLIC FUNDS INVESTMENT POOL.

g. Review CDC/EDC Joint Meeting Minutes from the July 2, 2020 Meeting (Economic Development Director Joey Grisham)

h. Approve a Resolution approving the Development Plat for 2826 Storage Addition, Block A, Lot 1. (Director of Development Services, Ross Altobelli)

Storage and RV parking on one lot on 7.5± acres located at the southeast corner of Houston Street (FM 2862) and County Road 513. Located within the extraterritorial jurisdiction (ETJ).

The purpose for the development plat is to construct a storage and RV parking facility and related site improvements.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE 2862 STORAGE ADDITION, BLOCK A, LOT 1, DEVELOPMENT PLAT

i. Approve a Resolution approving the Development Plat for Froehlich Estate, Block A, Lot 1. (Director of Development Services, Ross Altobelli)

Single-family dwelling, detached on one lot on 5.1± acres located on the west side of CR 479, 2,500± feet north of Houston Street (FM 2862). Located within the extraterritorial jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING

FROEHLICH ESTATE BLOCK A, LOT 1, DEVELOPMENT PLAT

j. Approve a Resolution approving the Development Plat for Vaclavik Estates, Block A, Lot 1. (Director of Development Services, Ross Altobelli)

Single-family dwelling, detached on one lot on 5.0± acres located on the west side of CR 217 (Eden Street), 1,300± feet south of County Road 177. Located within the extraterritorial jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VACLAVICK ESTATES, BLOCK A, LOT 1, DEVELOPMENT PLAT

k. Approve a Resolution approving the Development Plat for Rojas Estates, Block A, Lot 1. (Director of Development Services, Ross Altobelli)

Single-family dwelling, detached on one lot on 2.5± acres located at the east side of CR 511, 900± feet west of White Oak Circle. Located within the extraterritorial jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ROJAS ESTATES, BLOCK A, LOT 1, MINOR PLAT

l. Approve a Resolution approving the Replat for Victoria Falls Center Addition, Block A, Lot 1R. (Director of Development Services, Ross Altobelli)

Shopping Center on one lot on 4.7± acres located on the east side of Victoria Falls Drive, 205± feet north of White Street. Zoned Planned Development-119-2003-General Commercial (PD-119-2003).

The purpose of this replat is to modify the limits of the private drainage and detention easement.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VICTORIA FALLS CENTER ADDITION, BLOCK A, LOT 1, REPLAT.

m. Approve a Resolution approving the Revised Site Plan for Victoria Falls Center Addition, Block A, Lot 1R. (Director of Development Services, Ross Altobelli)

Shopping Center on one lot on 4.7± acres located on the east side of Victoria Falls Drive, 205± feet north of White Street. Zoned Planned Development-119-2003-General Commercial (PD-119-2003).

The purpose for this revised site plan is to provide additional parking spaces.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF VICTORIA FALLS CENTER ADDITION, BLOCK A, LOT 1.

n. Review meeting minutes from the July 7, 2020 Planning & Zoning Commission meeting. (Director of Development Services, Ross Altobelli)

o. Approve a Resolution authorizing the City Manager to renew the Agreement between the City of Anna Police Department and Defense Logistics Agency for the no cost acquisition of surplus military equipment. (Police Chief, Jeff A. Caponera)

The Law Enforcement Support Office (LESO) or LESO Program, facilitates 10 US Code 2576a, which originated from the National Defense Authorization Act of Fiscal Year 1997. This law allows transfer of excess Department of Defense property (equipment) that might otherwise be destroyed to law enforcement agencies across the United States and its territories.

Requisitions cover the gamut of items used by America's military -- clothing and office supplies, tools and rescue equipment, vehicles, rifles, and other small arms. Of all the excess equipment provided through the program, only five percent are small arms and less than one percent are tactical vehicles.

More than 8,000 law enforcement agencies have enrolled in the program. Anna has been enrolled in this program since 2018 and would like to continue to be a partner.

A RESOLUTION OF THE CITY OF ANNA, TEXAS GRANTING APPROVAL AND RENEWAL OF THE APPLICATION FOR CONTINUED PARTICIPATION IN THE LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM WITH DEFENSE LOGISTICS AGENCY AND APPROVAL OF THE STATE PLAN OF OPERATIONS WITH THE STATE OF TEXAS TO UTILIZE MILITARY SURPLUS PROPERTY AT NO COST TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME.

p. Approve a Resolution authorizing the City Manager to execute a development agreement with LGI Homes - Texas, LLC for the construction of Rosamond Parkway and drainage improvements. (Director of Public Works, Greg Peters)

This item is for the approval of a development agreement by and between the City of Anna and LGI Homes - Texas, LLC for roadway and drainage improvements.

LGI is currently developing property at the northwest corner of State Highway 5 and Rosamond Parkway for the new Shadowbend residential development. As a part of this project LGI will be constructing Rosamond Parkway along the frontage of this phase of the project.

Rosamond Parkway is shown on the Master Thoroughfare Plan as a major collector and is included i the City's Impact Fee Study and Capital Improvement Plan. As such, the developer is to be reimbursed Roadway Impact Fees in an amount consistent with the cost of constructing public

improvements on Rosamond Parkway.

LGI has major construction crews on site performing work in Shadowbend subdivision and is also the developer/homebuilder of the newest phases of Northpointe Crossing Subdivision. As such, the City has sought to partner with LGI to have them complete some drainage improvements on an existing City-owned storm line along Dumas Drive within the Northpointe Subdivision.

The Texas Local Government Code 212.071 allows municipalities to contract with the developer of a subdivision or land to construct public improvements related to the development.

The Dumas Drive drainage improvements will be funded through the City's annual storm drainage maintenance line item in the operating budget for the Public Works Department.

This agreement allows the City to achieve improvements to a major transportation CIP project in Rosamond Parkway. The agreement also utilizes the developer's cost savings due to scale to complete a public drainage maintenance project at a cost less than if the City were to bid it as a standalone project, thus saving taxpayer dollars.

MOTION: Council Member Toten moved to table. Council Member Bryan seconded. Motion carried 5-0.

q. Approve an Ordinance Amending the FY 2019 - 2020 Parks Development Fund Budget to add a Recreation Manager and three part-time Recreation Coordinator positions. (City Manager, Jim Proce)

The proposed budget amendment includes funding for the following purposes:

For expenditures, staff is requesting $12,841 in the Parks Development Fund to add 2.5 full time equivalents.

Per City Council’s directive in Anna’s Strategic Plan to create strong community events and festivals, activities and a variety of programs, the ordinance to govern the use of the Parks Development Fund was amended at the July 28, 2020 City Council meeting.

Staff believes that the Parks Development Fund is a stable funding source for recreation programs and events and is requesting the addition of a Recreation Manager and three part-time Recreation Coordinators.

Approval of the Recreation Manager position will accelerate the planning and implementation of community programs. In addition to the Recreation Manager position, staff is requesting Council authorize up to three (3) part-time Recreation Coordinators to implement recreation programs and staff special events.

AN ORDINANCE AMENDING ORDINANCE NO. 830-2019 ADOPTING THE PARKS DEVELOPMENT FUND BUDGET FOR THE 2019-2020 FISCAL YEAR; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

r. Approve an Ordinance Amending the FY2019 - 2020 Budget to add a Code Enforcement Officer (Neighborhood Services Department), a Plan Reviewer (Development Services Department) and a Project Engineer (Utility Administration Department). (City Manager, Jim Proce)

The proposed budget amendment includes funding for the following purposes:

For expenditures, staff is requesting $11,483 in the General Fund and $9,146 in the Utility Fund for the remainder of the year for the following positions: Code Enforcement Officer, Plan Reviewer, and Project Engineer.

Code Compliance has previously been staffed by only one Code Compliance Manager. The additional position is needed to accommodate the city's growth, increasing demands for service, improve response times, and assist neighbors in avoiding citations. The expansion of code compliance operations was identified as a top priority in the strategic plan. Department revenue from programs such as the rental property registration and cost savings from discontinuing contract services with Collin County for health inspections are anticipated to cover the cost for this position resulting in a net neutral impact to the budget.

In FY 2021 it is estimated that the city would pay a 3rd party reviewer (Bureau Veritas) a minimum $120,000 to review new single-family building permits. If the City reviews these permits in-house by hiring a Plans Examiner, the savings would be up to $40,000 per year. Additional duties of the Plans Examiner would include assisting the Building Inspector with inspections or any other duties the Building Official determines.

A Project Engineer in the Utility Administration department will bring the engineering plan review process in-house and eliminate a 3rd party contract (Birkhoff, Hendricks, Carter, LLP). Plan review revenues ($49,000) will net against the cost of the position. In addition, increased construction inspection fees approved by the City Council late last year will cover the remaining costs beyond the contract savings. Hiring an engineer will also decrease reliance on consultants for small projects, as capacity to conduct engineering in-house will significantly increase.

AN ORDINANCE AMENDING ORDINANCE NO. 830-2019 ADOPTING THE BUDGET FOR THE 2019-2020 FISCAL YEAR; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

s. Approve a Resolution naming the date and place of a public hearing on the FY 2020-2021 budget. (City Manager, Jim Proce)

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; and 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.

RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING THE DATE AND PLACE OF A PUBLIC HEARING ON THE FY2020 – 2021 BUDGET.

6. **Items For Individual Consideration.**

a. Consider/Discuss/Action on an Ordinance adopting the 2015 Edition of the International Fire Code with local amendments, adopting additional fire prevention and investigation regulations, and repealing certain existing fire prevention regulations. (Fire Chief, Ray Isom)

This item relates to the adoption of local fire code ordinances to include NCTCOG Amendments to the International Fire Code, 2015 edition. It completes a specific action identified in the City's Strategic Plan.

Fire codes and standards are put in place to protect the health, safety, and welfare of Anna's neighbors and visitors. The International Fire Code (IFC) is developed through a process that reflects the values and principles of transparency, consensus, and due process. The International Code Council, which develops the IFC among other internationally recognized code sets, engages public and private-sector stakeholders to produce model codes and standards that are essential to a robust building industry and the national economy as a whole. The model codes and standards development process brings together a broad and diverse constituency of stakeholders to reflect and deliberate on the latest science and research. Every three years, the consensus process produces updated model codes and standards that incorporate evolving technologies and market needs, all aimed at protecting the health, safety, and welfare of building occupants. Through this process, builders, manufacturers, and the design community benefit from a fair and democratic system that allows them to meet nationally agreed-upon goals and compete globally.

Model codes and standards also provide a common code format and basic requirements for consistent and uniform design, construction, maintenance, and operations of systems, structures, and buildings. Put simply, when adopted and properly enforced, the IFC will reduce the loss of life and property in the Anna community.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING CHAPTER 6, (FIRE PREVENTION AND PROTECTION), BY REPEALING ARTICLE 6.03 (FIRE CODE), 6.04 (OUTDOOR BURNING), ARTICLE 6.05 (FIREWORKS), AND ARTICLE 6.06 (WOODEN TRUSS WARNING SIGNS), AND AMENDING ARTICLE 6.01 (GENERAL PROVISIONS), ARTICLE 6.02 (ARSON INVESTIGATOR) BY ADOPTING NEW GENERAL PROVISIONS AND ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE WITH CERTAIN AMENDMENTS THERETO; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING AN EFFECTIVE DATE AND FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Mayor Pike moved to approve. Council Member Bryan seconded. Motion carried 5-0.

b. Consider/Discuss/Action on the initiation of the Bond Process related to "Anna Sherley" Phase One and MI PID Bond Issuances in accordance with and subject to the requirements of the Sherley Tract Subdivision Improvement Agreement, with the goal of closing funds prior to December 15th, 2020. (City Attorney, Clark McCoy)

MOTION: Council Member Beazley moved to approve. Council Member Bryan seconded. Motion carried 4-1. Vollmer opposed.

c. Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance to adopt new solid waste rates in the City of Anna, Texas. (Director of Public Works, Greg Peters)

The City of Anna has entered into a contract with CARDS Dallas, Incorporated for solid waste services. The contract was approved by the City Council at the July 14th meeting.

This item is to adopt the solid waste, recycling, bulk trash, and disposal rates which will be charged to the public for the services. The proposed rate for residential services represents a $0.25 reduction in monthly costs per household.

This item does require a public hearing as it is an ordinance to adopt new fees.

Open
No Comments.
Closed

MOTION: Mayor Pike moved to approve. Council Member Toten seconded. Motion carried 5-0.

d. Presentation of the proposed FY 2020-2021 Budget (City Manager, Jim Proce)

e. Consider/Discuss/Action on a Resolution to propose a property tax rate of 0.583000 per $100 of property valuation for the City that the Council may adopt for the 2020 tax year and setting date and time for a public hearing on the tax rate. (City Manager, Jim Proce)

The budget and tax rate are scheduled for adoption at the September 8th Council meeting.

A RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING THE PROPOSED TAX RATE THE COUNCIL MAY ADOPT FOR THE 2020 TAX YEAR AND SETTING THE DATES AND TIMES FOR PUBLIC HEARINGS ON THE TAX RATE

MOTION: Council Member Miller moved to approve. Council Member Bryan seconded. Motion carried 5-0.

f. Consider/Discuss/Action on sending a formal letter to Governor Abbott regarding Executive Order No. GA-29 relating to the use of face coverings

At the July 28 City Council meeting, City Council discussed sending a formal letter to Governor Abbott regarding the executive order for face coverings throughout Texas.

Council directed Staff to bring back a letter for review at the next meeting.

7. **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:

No Closed Session

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 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).

8. 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.

9. **Adjourn.**

Mayor Pike adjourned the meeting at 9:34 PM.

Item No. 8.b.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Approve a Resolution entering into a Chapter 380 Agreement with Italian Villa related to the COVID-19 small business assistance program. (Economic Development Director Joey Grisham)

SUMMARY:
This is an updated version of a Chapter 380 Agreement with Italian Villa for a $5,000 small business grant. Since Italian Villa opted to relocate from its location on US 75, a new Chapter 380 was drafted that includes a requirement that Italian Villa execute construction contracts and a new lease agreement of at least five years in the City of Anna prior to December 30, 2020.

FINANCIAL IMPACT:
$5,000 in CARES funding.

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

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. Chapter 380 Resolution
2. Exhibit A--Italian Villa Chapter 380 Agreement

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF ANNA AND ITALIAN VILLA.

WHEREAS, on May 11, 2020, the Collin County Commissioners court took the first steps to distribute the CARES Act funds and adopted the 'Collin Cares" recovery plan which provides funding for cities' COVID-19 costs and business recovery efforts; and

WHEREAS, the City of Anna City Council established a Chapter 380 small business assistance program on June 9, 2020 to provide immediate, short-term financial aid to qualified small businesses impacted by COVID-19; and

WHEREAS, the City of Anna City Council desires to enter into a Chapter 380 Agreement with Italian Villa to provide short-term financial aid.

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. Approval of Agreement.

The City Council hereby approves the Chapter 380 Economic Development Grant Agreement, attached hereto as Exhibit A, incorporated herein for all purposes, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Agreement.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
Carrie L. Land, City Secretary	Nate Pike, Mayor

CHAPTER 380 AGREEMENT

This Chapter 380 Agreement ("Agreement") is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the City of Anna, a home-rule municipality located in Collin County, Texas (hereinafter called "City"), and Italian Villa (hereinafter called "Business"), otherwise known as the "Parties" to this Agreement.

RECITALS

WHEREAS, the City of Anna, Texas is a municipality operating under a home-rule charter (the "City"); and

WHEREAS, in December 2019, a novel coronavirus, now designated SARS-Co V2 which causes the disease COVID-19, was detected in Wuhan, China; and

WHEREAS, President Donald J. Trump declared a State of National Emergency for the United States of America on March 13, 2020 in response to the spread of COVID-19; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a statewide public health disaster; and

WHEREAS, on March 17, 2020, Mayor Nate Pike issued a declaration of local disaster for public health emergency for the City and such declaration was extended by the City Council; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was passed by Congress and signed into law by President Trump; and

WHEREAS, on April 22, 2020, the US Treasury established the Coronavirus Relief Fund added by Section 5001 of the CARES Act; and

WHEREAS, on May 11, 2020, the Collin County Commissioners court took the first steps to distribute the CARES Act funds and adopted the 'Collin Cares" recovery plan which provides funding for cities' COVID-19 costs and business recovery efforts; and

WHEREAS, the COVID-19 pandemic has caused closures of and limitations on local businesses; and

WHEREAS, Chapter 380 of the Texas Local Government Code allows municipalities to establish economic development programs for making grants of public money to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the COVID-19 National Disaster has caused business enterprise in Anna, Texas, to temporarily close and/or experience reductions in sales, workforce, capital development and/or development; and

WHEREAS, the City Council of the City recognizes the economic strain the COVID-19 pandemic is causing its local businesses, and desires to establish a stimulus program from the CARES Act funding from the Interlocal Cooperation Agreement with Collin County in order to provide limited financial assistance to small businesses located within the city limits; and

WHEREAS, the City Council finds that establishing this program pursuant to Chapter 380 of the Texas Local Government Code and awarding grants to qualified small businesses will serve the public health, safety and welfare of the City; and

WHEREAS, Business desires to retain its number of employees and payroll, as well as its capital investment, to the numbers and amounts prior to the National Disaster declaration and COVID-19 pandemic crisis; and

WHEREAS, providing Business with the funds under this Agreement will contribute to the City of Anna by helping retain jobs and increase employment back to the numbers prior to the COVID-19 National Disaster, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Anna, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the City desires to offer an incentive to Business to enable Business to retain and increase its employees and payroll to the numbers prior to the COVID-19 National Disaster declaration and to train its employees on how to conduct business during such a National Disaster and pandemic pursuant to this Agreement; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I
RECITALS

The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. Authority. The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and constitutes a valid and binding obligation of the City. The City acknowledges that Business is acting in reliance upon the City's performance of its obligations under this Agreement in making the decision to commit substantial resources to the establishment of the "Project" in the above recitals.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Business and the City for the granting of funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Business's commitment to abide by all applicable law and to abide by the terms of this Agreement, which has been approved by the City and the Business. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Business may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the City unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the City delegates the administration and oversight of this Agreement to the Anna Community Development Corporation acting through the City's Economic Development Director. Any proposed amendments to this Agreement shall require the approval of the City.

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ARTICLE III
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

"Anniversary/Year" - Performance and incentive calculations based upon years and anniversaries as used in this Agreement shall be calculated with the year and date zero beginning on the date the

last party signs this agreement and first anniversary is twelve (12) months from that date, and so on with each year and anniversary from that date forward.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Default", unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

"Effective Date" shall be the date of the last signing by a party to the agreement.

"Expiration Date" shall mean the earlier of:

1. The first Anniversary of the Effective Date; or
2. The date of termination, provided for under Article VI of this Agreement.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Incentive Grant" means that money provided to the Business as an incentive for the creation and retention of workers and labor force in Anna, Texas.

"Project" shall mean the Business's promise and agreement herein to use the COVID-19 relief funds awarded by the City to contribute to the City of Anna by helping retain jobs and increase employment back to the numbers prior to the COVID-19 National Disaster, as well as to train its employees on how to conduct business safely and in accordance with Center for Disease Control standards during this and any future similar National Disaster declaration.

ARTICLE IV
CITY OBLIGATION

1. <u>COVID-19 Relief Award.</u>

   City shall pay a one-time payment of up to $5,000 ("Incentive Grant") to Business as its COVID-19 relief funds in accordance with the Project, which shall be made available via direct deposit or mailed by check by the City.

2. Incentive Grant.

The Incentive Grant is being awarded to Business for it to expand to the size, enterprise and/or revenue levels experienced by the Business prior to the National Disaster declaration and COVID-19 pandemic crisis that caused economic and business retraction. Business is obligated to retain jobs or increase its employment or payroll back or business enterprise back to the numbers prior to the COVID-19 National Disaster, as well as to train its employees on how to conduct business safely and in accordance with Center for Disease Control standards during this and any future similar National Disaster declaration.

Business further agrees to provide City with the following information (if applicable to the Business) on or before the Expiration Date:

(a) 2020 ad valorem tax receipt showing Business's personal property taxes paid for 2020 (should be available February 2021 at latest);
(b) February 2021 Texas Comptroller of Public Accounts sales tax receipt; and,
(c) Texas Workforce Commission's Unemployment Tax Services Employer's Quarterly Report filed January 2021 (or comparable TWC statement or receipt showing payroll numbers for January 2021).

3. Confidentiality. The City agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, City will not disclose the information unless required to do so by the Attorney General of Texas or other authority having valid jurisdiction.

4. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the City. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V
COVENANTS AND DUTIES

1. Business's Covenants and Duties. Business makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Business.

(a) Business shall execute at least a five (5) year commercial lease in the City of Anna and construction contracts for full construction of a new building location of the Business to conduct its restaurant operations in the City of Anna and shall supply copies of such executed lease and construction contracts to the City prior to December 30, 2020.

(b) Business is authorized to do business and is in good standing in the State of Texas and

shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.

(c) The execution of this Agreement has been duly authorized by Business's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Business's by-laws, or of any agreement or instrument to which Business is a party to or by which it may be bound.

(d) Business is not a party to any Bankruptcy proceedings currently pending or contemplated, and Business has not been informed of any potential involuntary Bankruptcy proceedings.

(e) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits necessary for the operations of the Business), Business has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Anna and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(f) Business shall timely and fully comply with all of the terms and conditions of this Agreement.

(g) Business shall cooperate with the City in providing all necessary information to assist them in complying with this Agreement.

(h) During the term of this Agreement, Business agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Business shall be in Default (subject to the obligations in Article IV and the remedies in Article VII). Business is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Business or by a person with whom Business contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Business enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

(i) Business shall not have been in arrears and shall be current on its payment of all City taxes and fees that were due and owing prior to Mayor Nate Pike's declaration of a local disaster for public health emergency on March 17, 2020.

(j) City has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.

2. Compliance and Default. Failure by Business to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the City the right to terminate this Agreement and collect the Recapture Amount, as determined by the City.

ARTICLE VI
TERMINATION

Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

(a) The written agreement of the Parties;
(b) The Agreement's Expiration Date;
(c) Default by Business (at the option of the City).

ARTICLE VII
DEFAULT

1. Business Events of Default.

(a) Failure of Business to perform under this Agreement.

(b) City determines that any representation or warranty contained herein or in any application, financial statement, certificate, report or opinion submitted to City in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or

(c) Any judgment is assessed against Business or any attachment or other levy against the property of Business with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or

(d) Business makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in Bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Business or any substantial part of its property, commences any action relating to Business under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Business any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Business by any act indicates its consent to or approval of any trustee of Business or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

(e) Business substantially changes its present ownership without written notification to City within thirty (30) days of such change; or

(f) Business moves the location of the business outside the City or changes the general character of business as conducted at the date hereof or engages in any type of business not reasonably related to its business as presently and normally conducted.

2. Remedies for Default.

(a) In the event of Default by the Business, the City shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and to recapture one hundred percent (100%) of the Incentive Grant (the "Recapture Amount") if the Default occurs on or prior to the termination date.

(b) Business agrees a remedy for Default is the City seeking a mandamus from a court of competent jurisdiction; or the appointment of a receiver in equity with the power to charge and collect rents, purchase price payments, and loan payments; and, apply the revenue from the Project in accordance with this Agreement.

ARTICLE VIII
MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Economic Development Director or City Manager shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The City represents and warrants to Business that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Business represents and warrants to the City that it has the requisite authority to enter into this Agreement.

4. Assignment. Business shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the City. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Business of any liability to the City, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The City may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Business at no time will be acting as an agent of the City and that all

consultants or contractors engaged by Business respectively will be independent contractors of Business; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Business respectively under this Agreement.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense a party, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the City, or any board member, or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for City:

City of Anna
Attention: City Manager
111 N. Powell Pkwy
Anna, TX 75409

With a copy to:

Wolfe, Tidwell & McCoy, LLP
Attention: Clark McCoy
2591 Dallas Pkwy, Ste 300
Frisco, TX 75034

If to the Business:

_____
_____
_____
_____

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

8. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Collin County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

10. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, 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.

    Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except City approved amendments to this Agreement; provided, however, that if there was a previous agreement between the Parties any such agreement is void and the Parties have no rights or obligations thereunder.

12. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

13. 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.

14. 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.

15. Indemnification.

    BUSINESS AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF ANNA

AND THE ANNA COMMUNITY DEVELOPMENT CORPORATION AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, "RELEASE PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY BUSINESS UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE RELEASED PARTIES. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

16. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

17. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Business, the Business shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGE(S) FOLLOW]:

Executed on this day of 2020.

Business:

Signed:
By:
Title:

Executed on this_____day of_____2020.

CITY OF ANNA

By:_____
Name: Jim Proce, City Manager

Item No. 8.c.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Clark McCoy

AGENDA ITEM:

Approve a Resolution setting a public hearing under Section 372.009 of the Texas Local Government Code on the advisability of the creation of a public improvement district and improvements within the extraterritorial jurisdiction of the City of Anna, Texas for the Sherley Tract and authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the public hearing. (City Attorney Clark McCoy)

SUMMARY:

In accordance with the Sherley Tract Subdivision Improvement Agreement, the developer has submitted a petition to the City to create the Sherley Tract Public Improvement District (PID). The petition is attached to the resolution as Exhibit A. Before the City Council can create the PID it must hold a public hearing after 15 days' publication notice. The form of the notice is attached to the resolution as Exhibit B. This resolution does not create the PID. It only accepts the developer's petition and provides for scheduling of the public hearing and publishing of the notice. The resolution sets the public hearing for September 22, 2020. After the hearing the Council will consider a separate resolution creating the PID.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Res. Setting PH dates C19001D20200819CR1
2. Res 2020-07-749 PID Petition Amend Sherley Tract

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND IMPROVEMENTS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF ANNA, TEXAS REGARDING THE PUBLIC HEARING.

WHEREAS, the City of Anna, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its corporate limits and its extraterritorial jurisdiction (the "ETJ"); and

WHEREAS, on July 10, 2020, MM Anna 325, LLC, a Texas limited liability company, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), within the ETJ of the City, submitted and filed with the City Secretary of Anna (the "City Secretary") a certain First Amended Petition for the Creation of a Public Improvement District Within the Extraterritorial Jurisdiction of the City of Anna, Texas for the Sherley Tract Public Improvement District ("Petition"), attached as **Exhibit A**, requesting the establishment of the Sherley Tract Public Improvement District for approximately 290.877 acres of property within the ETJ of the City (the "District"); and

WHEREAS, said petition described public improvements that the property desires to be made within the public improvement district; and

WHEREAS, the City Council of Anna, Texas (the "City Council") will hold a public hearing in accordance with Section 372.009 of the Act regarding the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each

owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on *September 22, 2020* on the creation of a public improvement district; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

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

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

Section 3: That a public hearing is hereby called for *September 22, 2020, at* 7:00 *p.m. at Anna City Hall Administration Building, 111 N. Powell Parkway, Anna,* Texas *75409 or other location as designated by the City and notice issued pursuant to the form of the Notice attached as Exhibit B*, for the purpose of hearing public testimony with respect to the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs.

.**Section 4:** At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and the City Council may, within its sole discretion, consider the adoption of a resolution authorizing the creation of the proposed public improvement district.

Section 5: Attached hereto as **Exhibit A** is the First Amended Petition for the Creation of a Public Improvement District within the Extraterritorial Jurisdiction of the City of Anna, Texas for the Sherley Tract Public Improvement District, which includes a metes and bounds description for the District.

Section 6: Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is hereby adopted and approved; provided that the location and time is subject to change as designated by the City.

Section 7: Attached hereto as **Exhibit C** is a legal description of the approximately 290.877 acres of property to be included in the proposed public improvement district.

Section 8: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City and the part of the ETJ of the City where the District is located, and to mail a copy of said Notice to all landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide Notice on or before *September 4, 2020*, which is before the 15th day before the *September 22, 2020* hearing.

Section 9: If any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this resolution without the invalid provision.

Section 10: This resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED ON THIS *25TH DAY OF AUGUST, 2020.*

ATTEST: APPROVED:

_____ _____

Carrie L. Smith, City Secretary Nate Pike, Mayor

EXHIBIT A

First Amended Petition for the Creation of a Public Improvement District

EXHIBIT B

CITY OF ANNA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Anna, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), as amended, filed by ***MM Anna 325, LLC, a Texas limited liability company*** (the "Petitioner"), requesting that the City create the Sherley Tract Public Improvement District(the "District") to include property owned by the Petitioner and further described herein (the "Property").

Time and Place of the Hearing. The public hearing will start *at* 7:00 *p.m.* on *September 22, 2020 at Anna* City Hall Administration Building*, 111 N. Powell Parkway, Anna,* Texas *75409*.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is not to exceed $32,000,000.

Proposed District Boundaries. The District is proposed to include approximately *290.877* acres of land generally located west of U.S. Highway 75 and north of Roseway Street, located within the extraterritorial jurisdiction of the City and as more particularly described by a metes and bounds description available at Anna City Hall located 11 N. Parkway, Anna, Texas 75409 and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements

financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, except for assessments levied on real property within the District and possible tax increment reinvestment zone revenue. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner, and possible tax increment reinvestment zone revenue

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

EXHIBIT C

BEING that certain tract of land situated in the Z. Roberts Survey, Abstract Number 760, the J. Boyle Survey, Abstract Number 105, the J.M. Kincade Survey, Abstract Number 509, and the J. Ellet Survey, Abstract Number 296, Collin County, Texas, being all of that tract of land described by deed to Jan Sherley Miller, Virgil A. Miller, and Marquin M. Payne, recorded in Instrument Number 20110401000341650, Official Public Records, Collin County, Texas, being all of that tract of land described by Deed to Jan Sherley Miller and Virgil Miller, recorded in Volume 1068, Page 507, said Public Records, and being a portion of that tract of land described by deed to Jan Sherley Miller, recorded in Volume 2667, Page 671, said Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at the most northerly northeast corner of said Miller and Payne tract recorded in Instrument Number 20110401000341650;

THENCE S 01°39'27"E, 46.23 feet;

THENCE S 00°07'45"W, 239.62 feet;

THENCE S 00°02'54"E, 240.98 feet;

THENCE S 00°16'10"W, 240.11 feet;

THENCE S 00°05'15"W, 193.73 feet;

THENCE S 00°09'49"W, 159.37 feet;

THENCE S 03°07'30"W, 136.17 feet;

THENCE S 00°10'28"W, 117.40 feet;

THENCE S 89°51'18"E, 18.32 feet;

THENCE N 55°45'18"E, 13.27 feet;

THENCE N 29°20'54"E, 61.95 feet;

THENCE N 82°59'12"E, 29.11 feet;

THENCE S 76°48'02"E, 38.97 feet;

THENCE N 81°31'02"E, 42.52 feet;

THENCE N 64°56'10"E, 12.15 feet;

THENCE S 30°32'08"E, 25.22 feet;

THENCE S 00°14'15"W, 13.28 feet;

THENCE S 32°18'58"E, 21.36 feet;

THENCE S 78°07'20"E, 14.66 feet;

THENCE N 10°26'29"E, 17.31 feet;

THENCE N 53°35'10"E, 21.88 feet;

THENCE N 78°49'58"E, 15.44 feet;

THENCE S 57°06'59"E, 24.14 feet;

THENCE S 41°22'42"E, 62.38 feet;

THENCE S 01°13'29"E, 28.82 feet;

THENCE S 00°45'46"W, 119.18 feet;

THENCE S 88°56'22"E, 602.59 feet, to the northeast corner of said Miller and Payne tract recorded in Instrument Number 20110401000341650 and being the northwest corner of aforementioned Miller tract recorded in Volume 2667, Page 671;

THENCE N 89°49'51"E, 933.16 feet;

THENCE N 89°46'06"E, 488.86 feet, passing the northeast corner of said Miller tract and being the northwest corner of aforementioned Miller tract recorded in Volume 1068, Page 507;

THENCE S 03°23'35"E, 989.07 feet, to the beginning of a curve to the right;

THENCE with said curve to the right, an arc distance of 277.01 feet, through a central angle of 38°31’54”, having a radius of 411.91 feet, the long chord which bears S 15°52’22”W, 271.82 feet;

THENCE S 35°08'19"W, 286.03 feet;

THENCE S 06°06'41"W, 811.64 feet;

THENCE S 89°56'10"W, 1154.19 feet, to the southwest corner of the aforementioned Miller tract recorded in Volume 2667, Page 671;

THENCE N 00°10'56"E, 232.21 feet, to the southeast corner of the aforementioned Miller and Payne tract recorded in Instrument Number 20110401000341650;

THENCE S 89°09'27"W, 794.06 feet;

THENCE S 89°39'13"W, 1753.66 feet;

THENCE S 89°55'39"W, 746.70 feet;

THENCE S 89°51'39"W, 315.81 feet;

THENCE S 89°09'41"W, 111.58 feet, to the most southerly southwest corner of said Miller and Payne tract;

THENCE N 20°10'35"E, 140.94 feet;

THENCE N 55°00'59"E, 55.72 feet;

THENCE N 65°08'55"E, 164.54 feet;

THENCE N 24°07'01"E, 75.15 feet;

THENCE N 08°28'12"E, 68.74 feet;

THENCE N 18°33'24"E, 30.27 feet;

THENCE N 39°07'19"E, 204.32 feet;

THENCE N 15°58'26"E, 96.33 feet;

THENCE N 51°42'39"E, 216.49 feet;

THENCE N 10°14'20"E, 39.18 feet;

THENCE N 16°20'38"W, 43.77 feet;

THENCE N 25°38'17"W, 56.21 feet;

THENCE N 30°23'51"W, 42.71 feet;

THENCE N 30°57'56"W, 141.18 feet;

THENCE N 22°04'56"W, 112.22 feet;

THENCE N 08°32'18"W, 237.53 feet;

THENCE N 21°21'56"W, 73.37 feet;

THENCE N 12°45'32"W, 39.65 feet;

THENCE N 04°05'51"E, 114.57 feet;

THENCE N 05°37'47"E, 102.03 feet;

THENCE N 20°12'50"E, 61.91 feet;

THENCE N 15°56'54"E, 37.72 feet;

THENCE N 10°49'32"E, 87.03 feet;

THENCE N 23°29'01"E, 238.46 feet;

THENCE N 60°08'36"E, 217.24 feet;

THENCE N 40°36'12"E, 97.96 feet;

THENCE N 22°54'02"E, 117.90 feet;

THENCE N 54°18'35"E, 58.08 feet;

THENCE N 42°30'22"E, 62.53 feet;

THENCE N 22°13'30"E, 121.36 feet;

THENCE N 31°23'35"E, 106.80 feet;

THENCE N 24°37'01"E, 76.66 feet;

THENCE N 08°41'50"W, 134.21 feet;

THENCE N 30°06'30"E, 75.08 feet;

THENCE N 66°06'02"E, 55.48 feet;

THENCE N 52°19'07"E, 141.40 feet;

THENCE N 18°14'45"E, 95.78 feet;

THENCE N 43°56'12"E, 420.59 feet;

THENCE N 28°03'26"E, 46.51 feet;

THENCE N 04°16'56"E, 105.49 feet, to the northwest corner of the aforementioned Miller and Payne tract recorded in Instrument Number 20110401000341650;

THENCE N 89°36'40"E, 276.78 feet;

THENCE N 89°54'11"E, 938.53 feet to the **Point of Beginning** and containing 12,670,595 square feet or 290.877 acres of land more or less.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

FIRST AMENDED PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS FOR THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Anna, Texas ("City"), by MM Anna 325, LLC (the "Petitioner"), the owner of approximately 290.877 acres of real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the extraterritorial jurisdiction of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District, is $32,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

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CITY OF ANNA

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner, and possible tax increment reinvestment zone revenue.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The persons signing this Petition request the establishment of the District and are duly authorized to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 10 day of July, 2020.

PETITIONER:

MM Anna 325, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10 day of July, 2020 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Anna 325, LLC, a Texas limited liability company on behalf of said company.

TREVOR KOLLINGER
Notary Public, State of Texas
Comm. Expires 01-05-2021
Notary ID 130950327

_____
Notary Public, State of Texas

EXHIBIT A

Metes and Bounds Description

Approximately 290.877 Acres

BEING that certain tract of land situated in the Z. Roberts Survey, Abstract Number 760, the J. Boyle Survey, Abstract Number 105, the J.M. Kincade Survey, Abstract Number 509, and the J. Ellet Survey, Abstract Number 296, Collin County, Texas, being all of that tract of land described by deed to Jan Sherley Miller, Virgil A. Miller, and Marquin M. Payne, recorded in Instrument Number 20110401000341650, Official Public Records, Collin County, Texas, being all of that tract of land described by Deed to Jan Sherley Miller and Virgil Miller, recorded in Volume 1068, Page 507, said Public Records, and being a portion of that tract of land described by deed to Jan Sherley Miller, recorded in Volume 2667, Page 671, said Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at the most northerly northeast corner of said Miller and Payne tract recorded in Instrument Number 20110401000341650;

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THENCE S 01°13'29"E, 28.82 feet;

THENCE S 00°45'46"W, 119.18 feet;

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THENCE with said curve to the right, an arc distance of 277.01 feet, through a central angle of 38°31'54", having a radius of 411.91 feet, the long chord which bears S 15°52'22"W, 271.82 feet;

THENCE S 35°08'19"W, 286.03 feet;

THENCE S 06°06'41"W, 811.64 feet;

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THENCE N 55°00'59"E, 55.72 feet;

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THENCE N 08°28'12"E, 68.74 feet;

THENCE N 18°33'24"E, 30.27 feet;

THENCE N 39°07'19"E, 204.32 feet;

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THENCE N 22°54'02"E, 117.90 feet;

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THENCE N 22°13'30"E, 121.36 feet;

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THENCE N 24°37'01"E, 76.66 feet;

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THENCE N 30°06'30"E, 75.08 feet;

THENCE N 66°06'02"E, 55.48 feet;

THENCE N 52°19'07"E, 141.40 feet;

THENCE N 18°14'45"E, 95.78 feet;

THENCE N 43°56'12"E, 420.59 feet;

THENCE N 28°03'26"E, 46.51 feet;

THENCE N 04°16'56"E, 105.49 feet, to the northwest corner of the aforementioned Miller and Payne tract recorded in Instrument Number 20110401000341650;

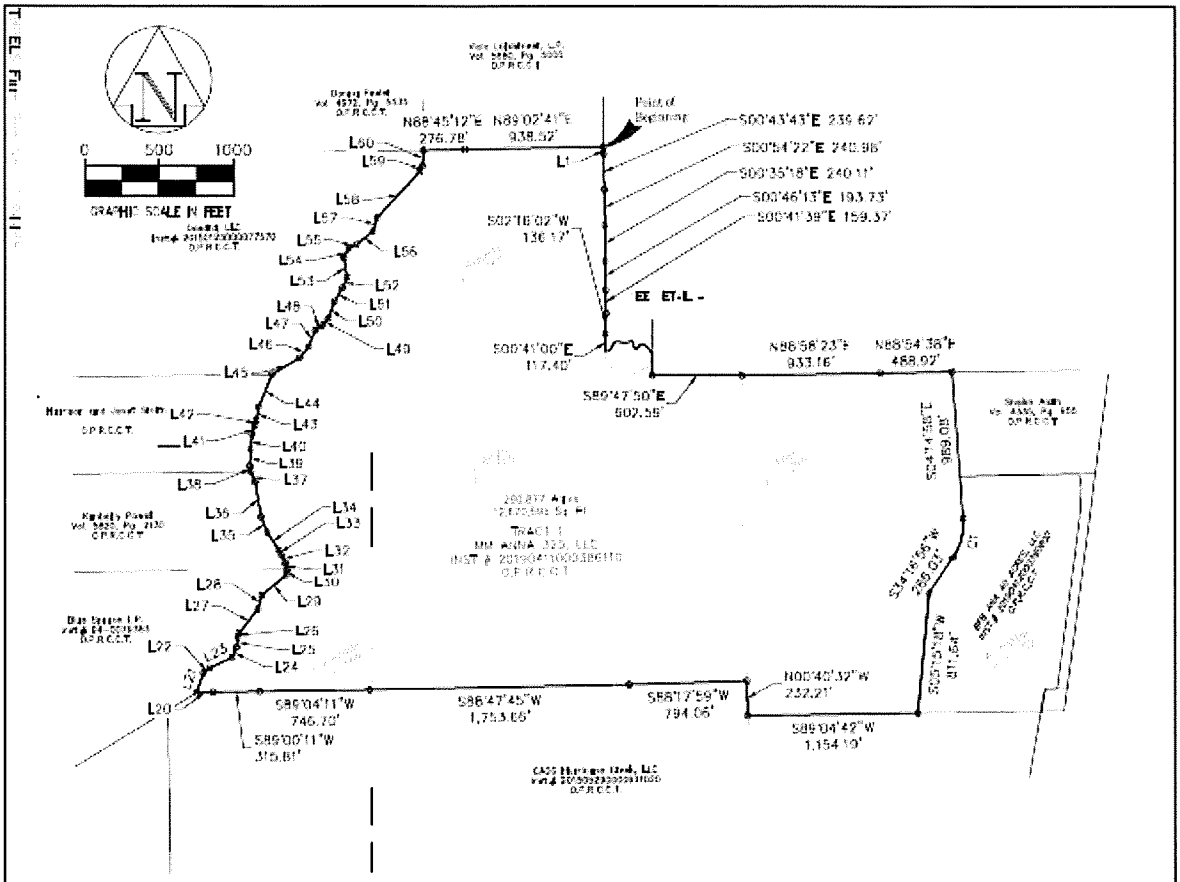
THENCE N 89°36'40"E, 276.78 feet;

THENCE N 89°54'11"E, 938.53 feet to the **Point of Beginning** and containing 12,670,595 square feet or 290.877 acres of land more or less.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXHIBIT B

Property Depiction



"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PELOTON LAND SOLUTIONS

JOB #: CEN18001	DRAWN BY: MYOST	CHECKED BY: SRAMSEY	DATE: 11/26/2019	PAGE #: 1 OF 1

Item No. 8.d.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact:

AGENDA ITEM:
Approve a Resolution approving a Facilities Use Agreement between the City of Anna and Anna Area Historical Preservation Society (Director of Neighborhood Services Marc Marchand).

SUMMARY:
Anna's historic train depot was built by the Houston and Texas Central Railroad in 1885 and served the surrounding communities for many years. It was abandoned by the railroad and moved off property in the early 1960's. On May 8, 2018, the Anna Area Historical Preservation Society, ("AAHPS"), had the train depot moved to Sherley Heritage Park, and the City and AAHPS worked together to restore the train depot for future generations.

This Facility Use Agreement is between the City of Anna and AAHPS for the operation of the Anna Depot and Museum. The objective of the Facilities Use Agreement is to collect, preserve, display, exhibit and promote the history of Anna and the surrounding area through the operation of the Anna Depot and Museum. The primary tenets of the Facilities Use Agreement are as follows:

- The museum name shall be Anna Depot and Museum.
- AAHPS agrees to promote and credit the City of Anna for its support of AAHPS and the Anna Depot and Museum in publicly disseminated printed materials and vice versa.
- The personal property inside the Depot Museum building is owned by or under the control of AAHPS.
- AAHPS shall have sole operational and supervisory authority over all activities conducted in connection with the operations of the Anna Depot Museum.
- AAHPS shall open the Anna Depot and Museum on a regularly scheduled basis.
- The real property constituting the Sherley Heritage Park grounds is owned by and under the control of the City.
- The City is responsible for the maintenance and repairs of the park grounds where the Train Depot and Museum is located as well as the utilities.
- The term of the agreement is for five years and shall automatically renew,

thereafter.

- AAHPS shall submit annual reports to the City Manager.

If the City Council decides to pass the Resolution approving the Facilities Use Agreement, AAHPS will finish moving in their exhibits and displays into the Anna Depot and Museum and open their doors to the public shortly, thereafter.

FINANCIAL IMPACT:

Passing this agreement will cause no additional financial impact up and above the City's current obligations in relation to upkeep and maintenance of the Train Depot at Sherley Heritage Park.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve a Resolution approving a Facilities Use Agreement between the City of Anna and Anna Area Historical Preservation Society.

ATTACHMENTS:

1. Facilities Use Agreement Resolution
2. Facilities Use Agreement Anna Train Depot
3. AAHPS By-Laws

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager	Created/Initiated - 8/19/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FACILTY USE AGREEMENT BETWEEN THE CITY OF ANNA ("CITY") AND ANNA AREA HISTORICAL PRESERVATION SOCIETY ("AAHPS") FOR THE OPERATION OF A LOCAL HISTORY MUSEUM IN ANNA'S HISTORIC TRAIN DEPOT.

WHEREAS, Anna's historic train depot was built by the Houston and Texas Central Railroad in 1885 and served Anna and surrounding communities for many years; and

WHEREAS, it was abandoned by the railroad then moved off property in the early 1960's; and

WHEREAS, AAHPS was founded in February 2004 with the stated goal to "rescue, relocate and restore" Anna's Historic Train Depot; and

WHEREAS, the depot was rescued by AAHPS and moved to a temporary location in 2007; and

WHEREAS, AAHPS had the depot moved into Sherley Heritage Park on May 8, 2018; and

WHEREAS, the City of Anna and AAHPS worked together to restore Anna's historic train depot to its original condition to preserve its heritage for future generations; and

WHEREAS, the City of Anna and AAHPS desire to enter into a Facilities Use Agreement for the establishment and operation of a local history museum in Anna's historic train depot; and

WHEREAS, the Museum name shall be Anna Depot and Museum.

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

The City Council hereby approves the Facility Use Agreement between the City of Anna and Anna Area Historical Preservation Society and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 25th day of August 2020.

APPROVED:

_____

Mayor Nate Pike

ATTEST:

_____

City Secretary Carrie Smith

Facilities Use Agreement
Between
The City of Anna, Texas
And
Anna Area Historical Preservation Society

This Facilities Use Agreement (this "Agreement") is entered into by and between the City of Anna, Texas (hereinafter referred to as "City") and Anna Area Historical Preservation Society (hereinafter referred to as "AAHPS") to be effective on the _____ day of August, 2020. Collectively the City and AAHPS are referred to as the "Parties".

Introduction and Background:

Anna's Historic Train Depot was built by the Houston and Texas Central Railroad in 1885 and served the surrounding community for many years. It was abandoned by the railroad then moved off property in the early 1960s.

In the late 1990s, the depot was in jeopardy of being destroyed by development and many Anna residents attempted to get City leaders interested in preservation of the depot. The Anna Area Historical Preservation Society was founded in February 2004 with a stated goal to "rescue, relocate and restore" Anna's Historic Train Depot. The depot was rescued by AAHPS and moved to a temporary location in 2007.

In November 2017, the City designated Sherley Heritage Park to be the permanent location for Anna's Historic Train Depot and AAHPS had the depot moved into Sherley Heritage Park on May 8, 2018.

The Parties have since worked together to restore Anna's Historic Train Depot to its original condition in order to preserve its heritage for future generations. The Parties want to formalize the relationship between the City and AAHPS by setting forth a series of mutual expectations.

The Collin County Historical Commission has awarded AAHPS a grant to assist with modifications of the Train Depot to enable upgrades consistent with the Americans with Disabilities Act. The grant-related upgrades are anticipated to occur within the 2020 calendar year.

Therefore, AAHPS will establish and operate a local history museum in Anna's Historic Train Depot for our Anna area neighbors and the general public, named the "Anna Depot and Museum."

In consideration of the mutual covenants, promises and commitments herein, the Parties agree as follows:

Objective
Collect, preserve, display, exhibit and promote the history of Anna and surrounding area through the operation of the Anna Depot and Museum. The Anna Depot and Museum may be temporarily closed to the public when necessary for cleanings, remodeling and maintenance or for administrative tasks that cannot reasonably be conducted when the public may be present.

Buildings & Grounds

The Anna Depot and Museum building and the platform beneath it are collectively referenced herein as the "Depot Museum Building." The Depot Museum Building and the real property constituting Sherley Heritage Park grounds are collectively referenced herein as the "Park Grounds." AAHPS acknowledges that the Park Grounds are solely owned by the City and AAHPS does not make any claim to any property interest in the Park Grounds or any part thereof.

Personal Property

The City acknowledges that the Historic Anna Diorama built by Bert Wetherill, Gil Stricklin's Railroad Chaplains Collection, Chuck Harris Collection of Railroad Telegraphy equipment, and other items of personal property have been and will be donated to AAHPS. It is understood that the personal property inside the Depot Museum Building is owned by or under the control of AAHPS.

At all times the City shall have the discretion to determine at any given time which buildings and which items of personal property may be located in or on the Park Grounds. City shall not exercise its discretion in bad faith or in an otherwise arbitrary manner. If the City orders the removal of any item of personal property, AAHPS shall remove same promptly and in any event within thirty days of delivery of written notice specifying which items may be removed.

AAHPS Responsibility

Except as expressly set forth in this Agreement, AAHPS shall exercise sole operational and supervisory authority over all activities conducted in connection with the operations of the Anna Depot Museum. This includes without limitation the following: personnel, volunteers, displays, exhibits, security, safety and insurance. Except as expressly set forth in this Agreement, at no time shall the City have any control over or supervisory authority over the operations of the Anna Depot and Museum, or other AAHPS activities or its construction or installation of any of improvements or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction, installation or maintenance related to same. The City and AAHPS must reach a separate written agreement authorizing AAHPS to undertake any such construction or installation of any improvements or related work anywhere on the Park Grounds ("AAHPS Construction") before AAHPS may undertake same; provided, however, that the City Manager may approve AAHPS Construction on a case-by-case basis without a separate agreement if AAHPS submits its plans for the construction to the City and the City Manager approves the plans in writing, which such approval may be provided by electronic mail. This Agreement does not create a joint enterprise or venture between the City and AAHPS. Nothing in this Agreement prevents the City from undertaking construction or installing any improvements or related work on the Park Grounds provided that any such undertaking shall not unreasonably interfere with AAHPS operations of the Anna Depot Museum or its rights and obligations as set forth in this Agreement.

AAHPS is responsible for the purchase, exchange, acquisition and proper care of the displays, exhibits and collections of the Anna Depot and Museum. AAHPS is also responsible for any damage that occurs to displays, exhibits and collections in the operation of the Anna Depot and Museum and is responsible for any damage to any structure on the Park Grounds to the extent such damage is caused by AAHPS or its agents, officers, employees or members. AAHPS may place displays and exhibits at the exterior of the Depot Museum Building (e.g., replica historical signage, actual or replica railroad artifacts, train platform furnishings) as appropriate and subject to City approval as set forth herein.

City Responsibility
The City is responsible for the maintenance and repairs of the Park Grounds, except for damages caused by AAHPS for which AAHPS shall be responsible as set forth herein. The City shall pay the cost of all utilities.

Steam Locomotive No. 201

A Steam Locomotive No. 201, 1906 ALCO and Tender is under restoration and will be placed in Sherley Heritage Park for public display purposes. AAHPS acknowledges that the Steam Locomotive No. 201, 1906 ALCO and Tender are solely owned by the City and does not make any claim to any property interest in the Steam Locomotive No. 201, 1906 ALCO and Tender. The City shall have sole supervisory and operational authority over the Steam Locomotive No. 201, 1906 ALCO and Tender and may take any action necessary to ensure the Steam Locomotive No. 201, 1906 ALCO and Tender is safe and remains in good condition.

There will be times that the Steam Locomotive No. 201, 1906 ALCO and Tender will need to be taken off display for examining, inspecting, cleaning, maintenance, upkeep, repairs and other necessary functions. If the Steam Locomotive No. 201, 1906 ALCO and Tender needs to be taken off display for any reason, the City will notify AAHPS ahead of time in writing. There will be times when AAHPS has gatherings, functions and events on the Park Grounds where they would like to ensure the Steam Locomotive No. 201, 1906 ALCO and Tender is on display. If AAHPS needs the Steam Locomotive No. 201, 1906 ALCO and Tender to be on display during certain times of the year, AAHPS will notify the City ahead of time in writing.

Right to Approve and Disapprove Displays, Exhibits and Collections
Except as expressly set forth in this Agreement, AAHPS, as a 501 (c)(3) tax exempt organization, retains sole responsibility for selection of all displays, exhibits and collections in the museum consistent with their mission as stated in the Articles of Incorporation and By Laws of the AAHPS and, in compliance with local ordinances and state and Federal Law.

Museum Name
The museum name, “Anna Depot and Museum,” was approved by the full membership of the AAHPS and is approved by City.

Printed Materials
AAHPS agrees to promote and credit the City for its support of AAHPS and Anna Depot and Museum, where appropriate, in publicly disseminated printed materials. Within City’s sole discretion and where reasonably practicable, City shall similarly promote and credit AAHPS in publicly disseminated printed materials related to the Anna Depot and Museum.

Term
The initial term of this Agreement shall extend from the Effective Date until September 30, 2025. This This Agreement shall automatically renew each subsequent year on October 1 of such year (each, a “Renewal Date”) unless either party gives written notice of termination to the other party at least 90 days in advance of the upcoming Renewal Date in which event this Agreement shall terminate on such Renewal Date.

Operating Policies and Procedures

Before commencing the operation of the Anna Depot and Museum, AAHPS shall submit its operating policies and procedures to the City Manager, or his or her designee. These policies shall be consistent with this Agreement and in compliance with Internal Revenue Code for a 501 (c)(3) organization.

Reports

AAHPS shall provide an annual report to the City which outlines Anna Depot and Museum's offerings, programs, events, attendance, operations and financial stability.

Public Access

Except as expressly set forth in this Agreement, AAHPS agrees to open the Anna Depot and Museum to the public on a regularly scheduled basis at reasonable hours. AAHPS agrees to open the Anna Depot and Museum to the public on non-scheduled days with advance request by the City. The City will endeavor to provide for public access to the restrooms at Sherley Heritage Park during hours of operation. The City shall allow AAHPS access to the public restrooms on the Park Grounds.

Admission Fees

AAHPS shall have the right to establish, collect and retain fees for admission, special exhibits and events. The amount of any fees charged shall be reported to the City. All fees shall be waived as pertains to official City business, community events and other activities organized by the City.

Use by the City of Anna

The use by the City of the Park Grounds will not be limited except for activities or events that conflict with the AAHPS mission. A representative of AAHPS may be present at all such activities or events unless prohibited by applicable law. City shall make a reasonable attempt to provide timely notice to AAHPS of such activities or events.

Right of Entry

Except as expressly set forth in this Agreement, the City shall have, with reasonable prior notice to AAHPS, access to all parts of the Depot Museum Building for the purpose of community activities and events and inspection, maintenance and to protect its interest in the premises.

Insurance and Indemnity

AAHPS shall maintain appropriate insurance coverage for the operation of the Anna Depot and Museum to include: general liability and all-risk property insurance covering AAHPS personal property. AAHPS is a volunteer Not-For-Profit organization and will not have employees. Workers Compensation shall only be required to the extent required by law. A copy of the policy(ies) is (are) to be kept on file in the City Secretary's office. The City is responsible for any and all claims that arise on the Park Grounds that are under City's exclusive control and maintenance.

AAHPS, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF AAHPS, INCLUDING THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF THEIR RESPECTIVE EMPLOYEES, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH ITS MAINTENANCE AND OPERATION OF THE ANNA DEPOT

AND MUSEUM OR THE DEPOT MUSEUM BUILDING OR ANY ACTIVITY OR PRESENCE BY AAHPS (INCLUDING WITHOUT LIMITATION ANY AAHPS VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS) ON THE PARK GROUNDS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. AAHPS SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF AAHPS AND THE CITY, THE INDEMNITY OBLIGATION OF AAHPS WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE PERCENTAGE OF RESPONSIBILITY OF AAHPS.

THE CITY, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY AAHPS AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST AAHPS, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE CITY, INCLUDING THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF THEIR RESPECTIVE EMPLOYEES, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH ITS MAINTENANCE AND OPERATION, IF ANY, OF THE DEPOT MUSEUM BUILDING, OR ANY ACTIVITY OR PRESENCE BY THE CITY (INCLUDING WITHOUT LIMITATION ANY CITY VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS) ON THE PARK GROUNDS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CONCURRENT NEGLIGENCE OF AAHPS SUBJECT TO THE TERMS OF THIS SECTION. THE CITY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY AAHPS AGAINST CLAIMS CAUSED BY THE SOLE NEGLIGENCE OF AAHPS AND IF AAHPS INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE CITY AND AAHPS, THE INDEMNITY OBLIGATION OF THE CITY WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE PERCENTAGE OF RESPONSIBILITY OF THE CITY.

Notwithstanding any provision of this Agreement, the City and AAHPS, as relates to third parties, do not waive any of their respective immunities from suit or liability or any limitation on claims or damages or any immunities or limitations that apply to their respective officers, agents, servants and employees.

This section shall survive the termination of this Agreement.

Notices

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U.S. Postal Service first class, certified or express mail or other overnight mail service, or hand delivered, when addressed as follows:

To City:

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

To AAHPS:

Anna Area Historical Preservation Society

P.O. Box 254
101 South Sherley Road
Anna, TX 75409-0254

Other addressee(s) may also be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

Amendment and Termination

This Agreement may be amended only in writing signed by an authorized representative of both Parties. This Agreement shall terminate immediately in the event that AAHPS dissolves. In the event AAHPS ceases to exist, all monies and items of value received by or held by AAHPS shall immediately be transferred per AAHPS Articles of Incorporation consistent with federal and state laws and any restrictions as may have been imposed by the donors. Notwithstanding the foregoing or any other provision of this Agreement, AAHPS will provide at least 60 days' notice to the City of its intent to dissolve and the City shall have a first right of refusal to purchase any or all personal property owned by AAHPS at fair market value before AAHPS dissolves unless to do so would violate some of the conditions placed on any of the items by the donor.

Entire Agreement

This Agreement is the entire agreement of the parties regarding the subject matter hereto.

Exhibits

The exhibits attached hereto are hereby incorporated by reference.

Authority

The Parties acknowledge that this Agreement and all of its terms are binding and enforceable. AAHPS represents and warrants to City that the person signing this Agreement has the authority to sign this Agreement on behalf of AAHPS.

Invalid Provisions

If any provision of this Agreement is held not valid, such provision will be deemed to be excised therefrom and the invalidity thereof will not affect any of the other provisions contained herein.

Venue

Exclusive venue over any litigation related to or arising out of this Agreement or any acts or omissions related to same shall in a court of competent jurisdiction in Collin County, Texas..

Effective Date

This Agreement will be effective upon the Effective Date first stated herein.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the City of Anna and the authorized representative(s) of the Anna Area Historical Preservation Society have executed this Agreement.

CITY OF ANNA	ANNA AREA HISTORICAL PRESERVATION SOCIETY
By _____	By _____
(Signature)	(Signature)
_____	_____
(Title)	(Title)
_____	_____
(Printed Name)	(Printed Name)

ANNA AREA HISTORICAL PRESERVATION SOCIETY, INC.

BYLAWS

ARTICLE I

Name

Anna Area Historical Preservation Society

ARTICLE II

Principle Office

The Society shall establish and maintain a Principle Office

ARTICLE III

Organization

This is a nonprofit, 501c(3) organization. The period of duration is perpetual. The Society shall be operated as a nonprofit educational corporation under the laws of the State of Texas. No part of the net earnings shall inure to the benefit of any private individual.

ARTICLE IV

Objectives

The Objectives of the Society shall be:

Section 1: To encourage the preservation of the historical, cultural, ethnic and artistic places, things, and events in Anna, Texas, and surrounding area.

Section 2: To encourage careful and accurate research into the history of Anna, Texas, and surrounding area.

Section 3: To provide for the dissemination of knowledge of the heritage of Anna, Texas, and surrounding area.

Section 4: To provide a suitable place for collection of all types of objects of art and objects of historical value. (A repository).

ARTICLE V

Membership

Section 1: Membership is open to any person who is interested in the preservation of Anna and surrounding area history.

Section 2: A member is defined as one whose dues are current and has not been suspended in accordance with Article XII Section 1 or 2.

Section 3: Membership categories and fees shall be set by the Board of Directors.

Section 4: The members in all categories will be eligible for full participation in all Society activities and officer positions.

ARTICLE VI

Meetings

Section 1: General membership meetings shall be held on a monthly basis at a regular, scheduled location.

Section 2: Special meetings may be held at the call of the President for the purpose of Society business that can not be normally conducted at a general membership meeting.

Section 3: Executive meetings of the Officers may be held at the call of the president.

Section 4: A general public meeting shall be held on a biannual basis.

Section 5: Meeting dates and times shall be set by the Board of Directors

Section 6: At all general membership or special meetings, 50% of the elected officers and 10% of the membership shall constitute a quorum for the transaction of all business. A quorum for an Executive Committee or Board of Directors meeting shall be 75% of the members.

ARTICLE VII

Officers

Section 1: The officers of the Society shall consist of a President, First Vice President, Second Vice President, Secretary, and Treasurer.

Section 2: No member may hold multiple offices simultaneously.

Section 3: The elected term of office for officers will be two (2) calendar years beginning January 1st and ending December 31st.

Section 4: An officer will assume office the January after elections.

Section 5: Outgoing officers shall transfer all papers and materials relating to the office to the incoming officers at the December meeting.

ARTICLE VIII

Board of Directors

The Board of Directors of the Society (Board) shall consist of the Executive Committee, plus the immediate past president.

ARTICLE IX

Elections

Section 1: A Nominating Committee consisting of at least three (3) members shall be appointed by the President at the September meeting.

Section 2: The nominating Committee shall present a slate of candidates to the membership at the October general meeting.

Section 3: Only those members present at the October meeting shall be entitled to vote. A simple majority of voters is required for election.

Section 4: If a vacancy occurs in any office except the presidency between elections, the office may be filled by an appointment by the Board of Directors for the balance of the term of office.

Section 5: If the office of the President becomes vacant, the First vice President will assume the duties of the office for the duration of the term.

ARTICLE X

Duties of Officers

Section 1: President – The president shall:

a. Be the Chief Executive Administrative Officer of the Society.
b. Preside at all meetings.
c. Be the official spokesperson of the Society.
d. Schedule all meetings as deemed necessary.
e. Affix the official signature of the Society to all legal documents.
f. Be responsible for appointing all committees and be an ex-officio member of each committee.

Section 2: First Vice President – The First Vice President shall:

a. Assume the duties of the President in his/her absence or upon his/her resignation.

b. Serve as liason with appropriate organizations and groups as designated by the board.

Section 3: Second Vice-President—the Second Vice-President shall:

a. Schedule speakers and/or guests, arrange programs when appropriate.

Section 4: Secretary – the Secretary shall:

a. Keep records of all the meetings of the society.
b. Provide a monthly report of the meetings to the Society.
c. Conduct the regular correspondence of the Society.
d. Give all notices of all special meetings.
e. Notify members of a change in date or location of meetings.
f. Keep a register of the address of each member.

Section 5: Treasurer -- the Treasurer shall:

a. Be custodian of all fund of the Association.
b. Deposit these funds in the name of the Society in an institution in Collin County at the discretion of the Treasurer.
c. Pay all of the bills of the Society.
d. Maintain financial records showing receipts and expenditures consistent with IRS and other governmental bodies.
e. Present a report at the second biannual meeting showing money on hand at the beginning of the year, an itemized list of all receipts and disbursements and the current balance on hand. The report shall also state where funds are located.
f. Be custodian of the corporate records and the Seal of the Society.

ARTICLE XI

Committees

Section 1: The officers shall serve as the Executive committee.

Section 2: Additional committees may be appointed and dissolved at the discretion of the President of the Society.

ARTICLE XII

Suspension or Expulsion

Section 1: Any officer may be suspended or expelled from the Society for any cause deemed sufficient by a two-thirds majority affirmative vote of the members present at any regular meeting or special meeting called for this purpose. No note on suspension or removal may be taken unless at least 15 days notice in writing shall have been given to the officer of the charges against him/her and of the time and place of the meeting at which such ballot on his/her removal is to be taken. At such meeting that officer shall be given a full hearing.

Section 2: Any member may be suspended or expelled from the Society for any cause deemed sufficient by a two-thirds (2/3) majority affirmative vote of the members present at any regular meeting or special meeting called for the purpose. No vote on suspension or removal may be taken unless at least 15 days notice in writing shall have been given to the member of the charges preferred and of the time and place of the meeting at which such ballot on his/her removal

is to be taken. At such meeting, the member being charged will be accorded a full hearing.

Section 3: Any member or officer suspended or expelled may appeal to the membership of the Society. Such appeal shall be made in writing to the Secretary who will notify the Society President. The President will call a special meeting of the Society or place an agenda item on the next regular meeting for the purpose of acting on the appeal. The Secretary will provide at least 15 days notice in writing to the suspended member or officer, setting the date, time, place, and reason for the special meeting or appeal agenda item at the next regular meeting. At the meeting of the Society, the Secretary will read the original charges and any supporting affidavits/evidence. A full hearing will be given the accuser and accused. A vote will be taken by ballot of the members present and a simple majority affirmative vote shall be required to establish any action to be taken.

ARTICLE XIII

Amendments

The Bylaws may be amended, in whole or in part, at any regular general meeting by 75% favorable vote of the Board of Directors, provided the proposed amendments and/or changes have been presented to the membership in writing at least 60 days prior to the voting.

ARTICLE XIV

Dissolution of the Society

Upon the dissolution of the corporation, the Board shall, after paying or providing for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for charitable, educational, religious or scientific purposed shall at the time qualify as an exempt organization or organizations under section 501c(3) of the Internal Revenue Code as the Board shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XV

Authority of Bylaws

These Bylaws shall supersede any prior versions of the Society Bylaws in their entirety.

Roberts Rules of Order, Revised shall be the Parliamentary Authority government the Anna Area Historical Preservation Society.

Dated this 29th day of July, 2004.

Jan L. Miller

JAN L. MILLER, PRESIDENT

Item No. 8.e.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Jeff Caponera

AGENDA ITEM:
Approve a Resolution Authorizing the City Manager to Renew the Dispatch Services Agreement with Collin County. (Police Chief Jeff A. Caponera)

SUMMARY:
Collin County has provided dispatch services for Anna PD and Anna FD since 2005. Each year the Agreement must be renewed. Beginning in FY 19, Collin County determined a new formula for the handling of dispatch service fees for each agency under the Agreement. Anna will see an incremental increase in fees over the next five years to account for enhancements to the dispatch radio system. This new formula is based on several variables, including number of calls for service, number of radios on the system as of March 1 of each year, and connection fees associated with the Plano, Allen, Wylie and Murphy (PAWM) radio gateway.

The dispatch service charges for FY2021 in the amount of $107,414 shall be paid by the City in four quarterly installments of $26,853.50 and one quarterly installment of $23,342.67 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2021, the fee will be $108 per radio and may be updated annually by PAWM. Anna PD currently has 34 radios on the PAWM system. Total cost for the connection fees to PAWM is $3,672.

FINANCIAL IMPACT:
Total for FY 21 is $111,086

These fees are budgeted annually with an incremental annual 15% increase until 2025. For FY 21, the budget for this service is $111,700.

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. FY 21 Dispatch Services Resolution
2. FY21 - Dispatch Services City of Anna
3. FY 21 Dispatch Fees
4. Attachment A - Remote Access - Connection Policy and Agreement FY21
5. Attachment B - COLLIN COUNTY TDMA MOTOROLA ASTRO RADIO SYSTEM DISPATCH A...

APPROVALS:

Jeff Caponera, Police Chief	Created/Initiated - 8/19/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE RENEWAL OF THE INTERLOCAL DISPATCH SERVICES AGREEMENT WITH COLLIN COUNTY, TEXAS

WHEREAS, the City Council of the City of Anna Texas (the "City Council") finds that renewal of the agreement for Dispatch Services with Collin County is vital to support the City of Anna Police department's mission to preserve and protect the public health and safety of the City's neighbors;

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

Whereas, Recitals Incorporated

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

Section 1. Approval of the Renewal of the lnterlocal Dispatch Services Agreement

The City Council hereby approves Amendment 1 of the lnterlocal Dispatch Services Agreement attached hereto as **EXHIBIT 1**, and authorizes, ratifies and approves the City Manager's execution of same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Agreement that shall remain in force until September 30, 2021.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 25th day of August, 2020.

ATTEST: APPROVED:

_____ _____

Carrie Smith, City Secretary Nate Pike, Mayor

Contract Amendment

ONE (1)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Anna
101 S. Powell Parkway
Anna, TX 75409

Effective Date 10/1/2020
Contract No. 2020-041

Contract Dispatch Services

Awarded by Court Order No.: 2019-1000-10-28
Amendment 1 Court Order No.:

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Item #1 Extension Term.
Extension of agreement for a one (1) year period as provided for in section 2.01 of the contract documents. Agreement shall be in effect from October 1, 2020, continuing through and including September 30, 2021.

Item #2 Section 5.01 "Compensation":
The dispatch service charges for FY2021 in the amount of $107,414 shall be paid by the City in four quarterly installments of $26,853.50 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018-628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY 2021, the fee will be $108 per radio and may be updated annually by PAWM.

Item #3 Add Force Majeure to Terms and Conditions:
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Jim Proce (Print Name)

City of Anna
101 S. Powell Parkway
Anna, TX 75409

Signature
TITLE: City Manager
DATE: 8/11/2020

ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE:

FY 2021 Radio Cost (excluding FD)

Outside Agency	PD Radios as of 03/06/20	PAWM Fee per Radio	PAWM Cost	Collin County Radio/Dispatch Fee	Grand Total
Anna	34	$ 108	$ 3,672	$ 107,414	$ 111,086
Anna ISD	4	$ 108	$ 432	$ 7,885	$ 8,317
Celina	49	$ 108	$ 5,292	$ 132,874	$ 138,166
Celina ISD	5	$ 108	$ 540	$ 9,056	$ 9,596
Community ISD	5	$ 108	$ 540	$ 9,191	$ 9,731
Fairview	41	$ 108	$ 4,428	$ 112,738	$ 117,166
Famersville	22	$ 108	$ 2,376	$ 62,669	$ 65,045
Farmersville ISD	6	$ 108	$ 648	$ 11,898	$ 12,546
Josephine	14	$ 108	$ 1,512	$ 37,481	$ 38,993
Lavon	17	$ 108	$ 1,836	$ 51,400	$ 53,236
Melissa	27	$ 108	$ 2,916	$ 87,481	$ 90,397
Melissa ISD	3	$ 108	$ 324	$ 5,913	$ 6,237
Princeton	42	$ 108	$ 4,536	$ 149,092	$ 153,628
Outside Agency Total	269	$ 108	$ 29,052	$ 785,092	$ 814,144
Collin County	1,103	$ 108	$ 119,124	$ 2,896,205	$ 3,015,329

ATTACHMENT A

Collin County External Law Enforcement and Fire Department Remote Connectivity Policy and Agreement Form

Remote Access Agreement

1.0 Purpose
The purpose of this document is to provide the framework for granting REMOTE ACCESS to Collin County services/equipment through REMOTE ACCESS so that an Authorized Party of a law enforcement agency or a fire department external to Collin County government may access its justice data hosted on Collin County's network.

2.0 Scope
This policy applies to all Law Enforcement and Fire Department personal external to Collin County government utilizing REMOTE ACCESS to access the Collin County network for justice data (such persons referred to herein as "Authorized Parties").

3.0 Policy
Authorized parties may utilize the benefits of REMOTE ACCESS, which are a "user managed" service. This means that the Authorized party is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees as may be required to access the REMOTE ACCESS.

Additionally,

1. It is the responsibility of the Authorized Party to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized Parties and the Collin County employees sponsoring the request for REMOTE ACCESS are responsible for defining what services/equipment/software the Authorized Parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County REMOTE ACCESS policy and will be reported to the Authorized Party's agency
3. The Authorized Parties and the Collin County employees sponsoring the REMOTE ACCESS request are also responsible for defining the time scope that the REMOTE ACCESS account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. REMOTE ACCESS use is to be controlled using public/private key system with a strong pass phrase and a second factor such as a token device or a dynamically generated passcode.
5. REMOTE ACCESS gateways will be established and managed by Collin County Information Technology Department.
6. All computers connected to Collin County internal networks via REMOTE ACCESS or any other technology must use the most up-to-date anti-virus software from a reputable IT agency; this includes personal computers.
7. All Authorized Parties connecting to the Collin County internal networks via REMOTE ACCESS or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems. All systems using REMOTE ACCESS connections to Collin County must comply with Microsoft's Product Lifecycle chart and use only currently supporting and fully patched operating systems.
8. Authorized Parties may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
9. Only approved REMOTE ACCESS clients may be used.
10. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the Authorized Party must uninstall the REMOTE ACCESS connection from the Authorized Party's computer.
11. Agency expressly agrees to notify the County of staffing changes involving an Authorized Party with access to

the County's network within 24 hours or next business day.

12. After six months of expired inactivity, Active Directory and REMOTE ACCESS accounts of an Authorized Party will be permanently deleted, unless otherwise approved by the County.
13. Accounts will be locked out after a certain number of failed attempts.
14. Authorized Parties who have lost their password will have to contact their sponsoring agency to request a password reset. The sponsoring agency will then contact Collin County IT to reset the password for the REMOTE ACCESS user. The sponsoring agency is the Sheriff's Office.
15. It is the responsibility of the Authorized Party to install, configure, setup and support any issues with their systems to connect to Collin County based on the information provided to them.
16. Authorized Parties connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the REMOTE ACCESS to Collin County
17. If the County migrates to a new network connection technology it is the responsibility of the Agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The Agency will be provided advance notification for this change.
18. The Authorized Party must notify Collin County IT immediately upon learning of any compromise occurring through an anti-virus, malware, or other form of unauthorized access. Collin County will also inform the Authorized Parties of any breach or suspected breach occurring on the county network. REMOTE ACCESS may be restricted during such an event while corrective actions are undertaken.
19. The Authorized Party must notify Collin County IT immediately upon learning of any unauthorized access of county resources through the REMOTE ACCESS connection.

4.0 Granting Access

To obtain access via REMOTE ACCESS, the Agency and Authorized Party must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The Agency and Authorized Party must sign this form agreeing to protect the security of the Collin County network. For external Authorized Parties, the Request for REMOTE ACCESS must be signed and approved by the Manager who is responsible for the external Authorized Party's use. REMOTE ACCESS expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal of two weeks' notice to schedule.

5.0 Enforcement

Collin County Information Technology Department may actively monitor the REMOTE ACCESS concentrator for any suspicious and inappropriate activity. Any Authorized Party found to have violated any part of this policy may have their REMOTE ACCESS terminated immediately.

6.0 Liability

Agency expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct, including that caused by their Authorized Parties, to the County's services/equipment resulting from or related to Agency's connection to the County's networks.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

ATTACHMENT A

7.0 Definitions

Term	Definition
REMOTE ACCESS	An extension of Collin County's internal private network.
REMOTE ACCESS Concentrator	Physical device that manages REMOTE ACCESS connections.
REMOTE ACCESS Client	Remote computer with REMOTE ACCESS software utilizing REMOTE ACCESS services.
Agency Management	Person in Agency company that can take responsibility for the liability clause of this document.
User	Employee, Agency, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the REMOTE ACCESS. The employee may be someone in IT.

Agency Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Remote Access Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071

ATTACHMENT B

MOTOROLA ASTRO 25 P25 RADIO SYSTEM

TERMS OF USE

1) All radios that use Collin County Radio System as their primary radio system are required to be equipped with and operate P25 Phase II Technology.
2) Telephone Interconnect and Private Call features are not enabled on the Collin County Radio System.
3) The participating department will notify Commander Palmisano of any radio (Mobile or Portable) that is misplaced, stolen, or lost. Those radios will de-active the ID immediately.
4) All subscriber radios that roam between Collin County's simulcast cell and the Joint Radio System's simulcast system (PAWM) will be required to use long antennas on their portable radios.
5) The Collin County Radio System coverage is based on portable radios with long antennas. Use of short antennas is highly discouraged on the Collin County Radio System as it will affect coverage inside buildings and on the street in some locations. Digital radio systems DO NOT offer coverage if the signal falls below an acceptable level.
6) Radio programming is only authorized by specific radio programmers. Unauthorized programming on the Collin County Radio System will result in immediate removal of said radio(s) and in some cases criminal charges. Cloning of radios and ID's are not allowed.

   AUTHORIZED PROGRAMMERS (*This list may be modified at any time during this agreement*)

   1) Plano Radio Shop (City of Plano)
   2) Frisco Radio Shop (City of Frisco)
   3) McKinney Radio Shop (City of McKinney)
   4) Crosspoint Communications
   5) Fort Worth Radio Shop (City of Fort Worth)
   6) Dallas Radio Shop (City of Dallas)
   7) Harris Corp (Irving Shop only)
   8) Garland Radio Shop (City of Garland)

7) Each department is required to keep an accurate inventory of their radios. Alias for each radio need to be provided to Commander Palmisano anytime a radio's assignment changes, or it is issued to another Officer. This information will be updated ASAP in the Dispatch Radio Consoles. Notifications will also include radio that is no longer used; these radio ID's will be shut off.
8) It is the department's responsibility to remove all programming from a radio that is sold or given to anyone outside of their department. Command Palmisano must be notified before the radio changes ownership.
9) Anytime an emergency button is accidentally activated, it is the responsibility of the officer to let Dispatch know that the activation was a mistake.

Item No. 8.f.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Jeff Caponera

AGENDA ITEM:
Approve a Resolution Authorizing the City Manager to Extend the Jail Services Agreement with Collin County. (Police Chief, Jeff Caponera)

SUMMARY:
Collin County Sheriff's Office operates a detention facility, including a Minimum Security Facility that confines persons charged with or convicted of all classes of violations of State Law, including those charged with or convicted of Class C violations arising from arrests initiated by Anna Police Officers.

This Resolution authorizes the City Manager to continue our partnership with Collin County for jail services. Not extending this Agreement does not allow Anna Police Officers or the Anna Municipal Court to house persons arrested or convicted on municipal ordinance violations or other Class C violations of State Law.

This Agreement requires that the City pay the County a fee of $91.41 per day or part of a day per inmate. This is a decrease from the $98.78 rate in FY 2020.

FINANCIAL IMPACT:
In FY 20 we expended $3,539 as of 08/19/2020. With the current trends, the reduction of daily fees, and the current COVID restrictions placed on agencies by the Sheriff, we expect this number to decrease in FY 21.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:
Approve

ATTACHMENTS:
1. FY 21 Jail Services Resolution

2. Jail Services Agreement FY 2021 -City of Anna (002)
3. FY2021 Inmate Housing Fees 5-4-20 (002)

APPROVALS:

Jeff Caponera, Police Chief	Created/Initiated - 8/19/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN INTERLOCAL JAIL SERVICES AGREEMENT WITH COLLIN COUNTY.

WHEREAS, the City of Anna Chief of Police, in furtherance of the Police department's purpose of preserving and protecting the public health and safety of the City's residents, recommends that the City Council renew the agreement for jail services with Collin County.

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") desires to approve an Interlocal Agreement with Collin County for Jail Services.

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 Interlocal Agreement

The City Council hereby approves the Interlocal Jail Services Agreement attached hereto as Exhibit 2, and authorizes, ratifies and approves the City Manager's execution of same.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 25th day of August, 2020.

ATTEST:

_____
Carrie L. Land, City Secretary

APPROVE:

_____
Nate Pike, Mayor

Interlocal Jail Services Agreement

This agreement is entered into on the __**25th**____ day of _____**August**_____, 2020, by and between the City of Anna and Collin County. Both are political subdivisions of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility, (the Detention Facility or County Jail) under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.

2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2.17–2.18. But the Sheriff may also accept custody of persons accused of class C misdemeanors. *See* Tex. Att'y Gen. Op. No. JM-0151 (1984).

3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of a class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this agreement shall commence on October 1, 2020, and shall continue in full force and effect through September 30, 2021. This agreement may be renewed for additional one (1) year periods at the rates established and agreed upon by both parties each renewal year.

2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. Space will be unavailable when the County Jail is filled to 100% of its capacity and unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is filled to 100% capacity and unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates (*e.g.* under other jail-services agreements), expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance which shall be taken into account in determining whether the County Jail is filled ot 100% of its capacity.

3.02 Persons Accepted

(1) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.

(2) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.

(3) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.

(4) When a defendant has been convicted of a Class C misdemeanor, a Judgment & Sentence is entered against the defendant under to art. 45.041 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the Judgment, Sentence and Order that complies with art. 45.046 of the Code of Criminal Procedure, and that states in part:

a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or

b. "the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45.049; and could have discharged the fine and costs under Article 45.049 without experiencing any undue hardship."

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City will pay the County a Basic Charge of $91.41 per day or part of a day per inmate that the City requests be confined on the City's charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04, will fairly compensate the County. *See* Gov't Code, § 791.011(e).

5.02 Additional Charges

In addition to paying the Basic Charge, the City will reimburse the County for expenses associated with providing jail services to inmates held on the City's charges (the City's inmates). The City will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the City's inmates. Where reasonable and consistent with the County's legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the City about the reasonably foreseeable costs of maintaining the City's inmates in the Detention Center before incurring an undue balance of such costs.

For conference purposes, "the City" means an officer with sufficient authority to make binding decisions about an inmate's care or whether to issue a personal recognizance bond with respect to an inmate.

In provisions of the Sandra Bland Act, the legislature directed the Texas Commission on Jail Standards to adopt rules and procedures with regard to a county jail providing access to a mental-health professional through a telemental health service 24 hours a day, access to a health professional at the jail or through a telehealth service 24 hours a day, or, if a health professional is unavailable at the jail or through a telehealth service, provide for the City's inmate to be transported to access a health professional. *See* Sandra Bland Act, S.B. 1849 (2017), 85th Reg. Sess., § 3.05 (codified at Gov't Code, § 511.009(a)(23)); *id.*

§ 3.10 (requiring the Commission to adopt rules and procedures under § 511.009(23) no later than Sept. 1, 2018, and requiring a county jail to comply with such rules and procedures on and after September 1, 2020). It is possible that Collin County—with advice from its health-services provider or other expert—will voluntarily take steps to comply with such rules and procedures or provide these types of access to inmates before September 1, 2020. If so, then Collin County will confer with the City about its plans to comply with the Sandra Bland Act, regulations resulting from the Act, or similar law, and the parties will negotiate terms for the City to reimburse the County for reasonable costs of providing such services to the City's inmates.

5.03 Billing

The County will bill the City monthly for jail services. The City will pay the bills under Chapter 2251 of the Government Code, including interest on payments that are not timely made as provided therein.

5.04 Cost of Additional Charges

The County will charge the City for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the City's request.

5.05 Source of Payment

The City will make all payments required under this Agreement from current revenues available to the City. *See* Gov't Code, § 791.011(d)(3).

Section 6. Lawful Arrest and Detention

The City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the City is solely responsible for compliance with pre-detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the City's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination.

Section 8. Civil Liability

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. *See* Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

This agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the City of Anna or Collin County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this agreement other than as provided herein.

The parties do not intend to create a claim or right for, or in favor of, a person who is not a party to this agreement.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performances under this Agreement, regardless of a forum's choice-of-law rules.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

All communications provided for in this Agreement shall be addressed as follows:

(A) Collin County, to:
Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(B) Collin County Administrator, to:
Bill Bilyeu
2300 Bloomdale #4192
McKinney, Texas 75071

(C) Collin County Purchasing
Collin County Administration Bldg.
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

(D) If the City, to:
Chief Jeff A. Caponera
101 S. Powell Parkway
Anna, Texas 75409

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The City may also provide a copy of a communication to:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this agreement, the County and the City will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the City within fifteen days after written notice by one Party to the other demanding mediation under this section. The County and City will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the City

will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A Party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a Party of (1) any rights, privileges, defenses, remedies or immunities available to a Party; (2) a Party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit or any form of ADR, each party will bear its own attorney's fees and expenses.

Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 14. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 15. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

Section 16. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

Section 18. No Partnership or Agency

The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

Section 19. Force Majeure

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

Collin County, Texas

By: _____ Date: _____
Chris Hill, County Judge

City of Anna, Texas

By: _____ Date: _____

Title: City Manager

Proposed Inmate per day Expense Entity Impact

Entity	FY 2014 Actual Paid	FY 2015 Actual Paid	FY 2016 Actual Paid	FY 2017 Actual Paid	FY 2018 Actual Paid	FY 2019 Actual Paid	FY 2019 Inmate Days Utilizing FY 2021 Adopted Rate
Anna	$ 3,559.29	$ 4,257.19	$ 3,489.50	$ 3,768.66	$ 4,606.14	$ 4,395.09	$ 4,252.59
Anna ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Baylor Scott & White	-	-	-	-	-	-	$ -
Celina	1,395.80	1,674.96	1,674.96	3,210.34	1,674.96	3,589.86	$ 3,473.47
Collin Co. Community College			-	-	139.58	-	$ -
Community ISD	-	-	-	-	-	-	$ -
DART	-	-	-	-	209.37	-	$ -
Fairview	418.74	697.90	1,186.43	1,326.01	1,256.22	188.94	$ 182.81
Farmersville	1,465.59	4,466.56	5,443.62	3,140.55	3,000.97	3,873.27	$ 3,747.69
Farmersville ISD	-	-	-	-	-	-	$ -
Josephine	-	-	69.79	209.37	-	-	$ -
Lavon	279.16	348.95	907.27	348.95	837.48	1,133.64	$ 1,096.88
Lucas	418.74	279.16	348.95	-	-	94.47	$ 91.41
McKinney	81,305.35	75,442.99	88,005.19	73,349.29	63,090.16	70,285.68	$ 68,006.80
Melissa	2,442.65	3,559.29	5,024.88	2,512.44	3,768.66	3,495.39	$ 3,382.06
Murphy	4,187.40	2,931.18	2,652.02	4,885.30	3,419.71	3,400.92	$ 3,290.65
Parker	279.16	139.58	139.58	209.37	418.74	-	$ -
Princeton	5,094.67	5,094.67	5,652.99	12,283.04	5,304.04	7,935.48	$ 7,678.19
Prosper	977.06	279.16	1,884.33	1,954.12	2,372.86	3,684.33	$ 3,564.87
Prosper ISD	-	-	-	-	-	-	$ -
St Paul	-	-	-	-	-	-	$ -
Westminister	-	-	-	-			$ -
Wylie	488.53	-	-	2,931.18	3,978.03	7,179.72	$ 6,946.93
	$ 102,312.14	$ 99,171.59	$ 116,479.51	$ 110,128.62	$ 94,076.92	$ 109,256.79	$ 105,714.34
Rates	$ 69.79	$ 69.79	$ 69.79	$ 69.79	$ 69.79	$ 94.47	$ 91.41
# City Days	1,466	1,421	1,669	1,578	1,348	1,157	
Federal Inmate Housing	$ 1,102,751.79	$ 1,118,594.12	$ 905,525.25	$ 919,901.99	$ 821,360.10	$ 952,492.33	$ 1,247,520.46
# Federal Days	15,801	16,028	12,975	13,181	11,769	13,648	

Facility Utilization						
% County	94.88%	94.90%	95.54%	95.99%	96.41%	96.16%
% City	0.44%	0.41%	0.51%	0.43%	0.37%	0.30%
% Federal	4.69%	4.68%	3.95%	3.58%	3.22%	3.54%

Item No. 8.g.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Greg Peters

AGENDA ITEM:
Approve a Resolution approving the revised and restructured contract for water purchase from the Greater Texoma Utility Authority. (Public Works Director Greg Peters)

SUMMARY:
The City of Anna is a member of the Collin-Grayson Municipal Alliance, with Melissa, Van Alstyne, and Howe. The CGMA contracts with the Greater Texoma Utility Authority to purchase and transport water from North Texas Municipal Water District to the four CGMA Cities.

The new contract is an update of the original 2004 contract, and requires approval by all four of the CGMA cities.

Many of the changes in this contract are related to the changes NTMWD required GTUA to make in the new contract between GTUA/CGMA and NTMWD which was signed earlier this year.

Some key items include:

- NTMWD mandated contract changes which City staff does not support, but recommends adopting to ensure water supply.
- The Contract does not prohibit CGMA from seeking alternative water sources.
- Annual calibration of GTUA meters to ensure accurate billing of Cities for the water we purchase.
- Debt service provisions for each City's obligation to fund any infrastructure projects by paying their portion of the debt service based on portion of water purchased.
- Improved clarity on expenses and rates for purchase of water.

Staff recommends approval of this contract with GTUA and finds that GTUA is doing everything they can to provide the City of Anna with quality service at reasonable rates.

Staff also recommends that the CGMA and GTUA begin a full and committed effort to

seeking alternative sources for drinking water, which could result in better rates for our rate payers.

FINANCIAL IMPACT:
The new contract clarifies the financial obligations of the City of Anna as a CGMA member.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Strategic Plan Goal 2: Sustainable Anna Community Through Planned, Managed Growth.

STAFF RECOMMENDATION:
Staff recommends approval of the resolution as a consent agenda item.

ATTACHMENTS:
1. Res Potable Water Supply Contract C03029D20200817CR1
2. Participant City-Anna-GTUA_Wtr_Contract_final_8-5-2020
3. Brief Overview - 2020 GTUA-CGMA City Agree_6-5-2020

APPROVALS:

Greg Peters, Director of Public Works	Created/Initiated - 8/20/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A POTABLE WATER SUPPLY CONTRACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, North Texas Municipal Water District ("NTMWD") and Greater Texoma Utility Authority ("GTUA") previously entered into a Potable Water Supply Contract dated November 23, 2004 (the "Previous Contract") which serves as the basis for an updated Potable Water Supply Contract and the previously executed Potable Water Supply Contracts with GTUA Customer Cities that are referenced hereinafter as Participating Cities; and

WHEREAS, GTUA and the City, pursuant to V.T.C.A., Chapter 791, Government Code, the Interlocal Cooperation Act, have previously entered that certain Contract for Water Supply and Sewer Service, dated as of December 10, 1996, as amended from time to time and as amended by that Amended and Restated Contract for Water Supply and Sewer Service (the "GTUA/Anna Facilities Contract"); and the GTUA/Anna Facilities Contract remains in full force and effect; and the terms, provisions, representations, warranties, covenants, duties, and obligations set forth in such contract shall in no manner be affected, reduced, modified, or supplanted by the terms, provisions, representations, warranties, covenants, duties, and obligations set forth in this Contract, except as may be explicitly stated in this Contract as having such force and effect; and

WHEREAS, GTUA and the City desire to modify the Point of Delivery in the Previous Contract by connecting to the new NTMWD North McKinney 72-inch transmission pipeline thereby requiring a new potable water supply contract with NTMWD and a similarly structured new potable water supply contract between GTUA and City; and

WHEREAS, GTUA and the Ciy desire to completely restate several provisions of the Previous Contract and supersede and replace the Previous Contract in its entirety, as provided herein, with the Previous Contract having no further force and effect thereby necessitating similar provisions in the GTUA-City Contract; and

WHEREAS, the City desires to adopt a new Potable Water Supply Contract with GTUA substantially in the form attached hereto as Exhibit A;

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. **Approval of Potable Water Supply Contract and Authorization for Execution**

The City Council of the City of Anna, Texas hereby approves and enters into that certain Potable Water Supply Contract attached hereto as Exhibit A and authorizes the City Manager to execute same on behalf of the City of Anna subject to approval as to form by the City Attorney;.

PASSED AND APPROVED by the City Council of the City of Anna, Texas and to be effective this 25th day of August 2020.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

CITY OF ANNA
POTABLE WATER SUPPLY CONTRACT

THE STATE OF TEXAS

THE COUNTY OF COLLIN

THIS CONTRACT (the "Contract") made and entered into as of this the ____th day of August, 2020 (the "Contract Date"), by and between the Greater Texoma Utility Authority ("GTUA"), a conservation and reclamation district created under Article XVI, Section 59, of the Texas Constitution, and the City of ANNA, Texas (the "City").

WITNESSETH:

WHEREAS, NTMWD and GTUA previously entered into a Potable Water Supply Contract dated November 23, 2004 (the "Previous Contract") which serves as the basis for an updated Potable Water Supply Contracts and the previously executed Potable Water Supply Contracts with GTUA Customer Cities that are referenced hereinafter as Participating Cities; and

WHEREAS, GTUA and the City, pursuant to V.T.C.A., Chapter 791, Government Code, the Interlocal Cooperation Act, have previously entered that certain Contract for Water Supply and Sewer Service, dated as of December 10, 1996, as amended from time to time and as amended by that Amended and Restated Contract for Water Supply and Sewer Service (the "GTUA/Anna Facilities Contract"); and the GTUA/Anna Facilities Contract remains in full force and effect; and the terms, provisions, representations, warranties, covenants, duties, and obligations set forth in such contract shall in no manner be affected, reduced, modified, or supplanted by the terms, provisions, representations, warranties, covenants, duties, and obligations set forth in this Contract, except as may be explicitly stated in this Contract as having such force and effect;

WHEREAS, GTUA and Participating Cities, (also known and referenced as the Collin-Grayson Municipal Alliance, "CGMA") desire to modify the Point of Delivery in the Previous Contract by connecting to the new NTMWD North McKinney 72-inch transmission pipeline as provided for in the referenced 2004 Contract thereby requiring a new potable water supply contract with NTMWD and a similarly structured new potable water supply contract between GTUA and City; and

WHEREAS, NTMWD and GTUA desire to completely restate several provisions of the Previous Contract and supersede and replace the Previous Contract in its entirety, as provided herein, with the Previous Contract having no further force and effect thereby necessitating similar provisions in the GTUA-City Contract; and

WHEREAS, GTUA has previously served as the coordinating entity to secure Texas Water Development Board ("TWDB") loans on behalf of Participating Cities, being Anna, Howe, Melissa, and Van Alstyne (the "Participating Cities"), for the construction of a water transmission

main to deliver surface water to said Participating Cities, all of whom are located in either Collin County or Grayson County;

WHEREAS, said TWDB loans were approved subject to execution of a water supply contract and other similar contingencies;

WHEREAS, GTUA and Participating Cities desire to obtain an adequate and dependable water supply from NTMWD to provide potable water service to the Participating Cities for projected growth; and

WHEREAS, NTMWD was created, among other things, to serve the water needs of its Member Cities and other service area Customers, as further defined in the NTMWD – GTUA Contract referenced herein; and

WHEREAS, City acknowledges and understands that this Contract establishes a maximum amount of potable water that NTMWD is required to deliver to GTUA on behalf of Participating Cities ; and

WHEREAS, City agrees to construct and operate adequate water distribution, storage and pump station facilities to ensure that the required maximum water rate supplied to the Participating Cities through GTUA by NTMWD pursuant to this Contract does not exceed each collective City's actual maximum day demand water rate during any 24-hour period;

WHEREAS, GTUA and City desire to modify the Point of Delivery in the Previous Contract by connecting to the new NTMWD North McKinney transmission pipeline thereby requiring a new potable water supply contract with NTMWD;

WHEREAS, NTMWD desired to completely restate the terms of the Previous Contract and supersede and replace the Previous Contract in its entirety except for the referenced facility agreements, debts thereof, and existing TCEQ debt as provided herein, with the Previous Contract having no further force and effect; and

WHEREAS, City and GTUA acknowledge and understands that NTMWD determines the rates to be paid by Member Cities and Customers and that rates for GTUA will not be the same as and are higher than the rates for Member Cities; and

WHEREAS, City acknowledges that GTUA working though the Participating Cities' Board of Directors, will establish a rate structure for water that incorporates all cost of securing, storing, pumping, funding future debt as City approves, and maintaining the POD from NTMWD, the storage and pumping system, and the transmission system to Participating Cities; and

WHEREAS, GTUA and Participating Cities have chosen to purchase water from NTMWD, as well as other possible providers, and is voluntarily entering into this Contract to maintain and expand the maximum water to be received from NTMWD; and

WHEREAS, it is necessary for GTUA and each Participating City to enter into a contract providing for: delivery of said water; payment for a proportionate share of the cost of said water by each Participating City; management and construction of required delivery, metering and

transmission facilities including, but not limited to the management and operation of said metering and transmission facilities and payment for a proportionate share of the operating and maintenance costs;

WHEREAS, the Restated Potable Water Contract between NTMWD and GTUA is the water contract document on which this Contract between GTUA and City is based and shall be considered an integral part of this Contract as if attached hereto in full; and

WHEREAS, GTUA and the City are authorized to enter into this Contract pursuant to the Texas Government Code, Chapter 791, the Interlocal' Cooperation Act, and other applicable laws, and agree with one another that the City shall not obtain the goods and services provided by this Contract from any party other than a contracting party hereto, except as provided herein and in this agreement and the GTUA-NTMWD Potable Water Supply Contract and in the GTUA/Anna Facilities Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, NTMWD agrees to furnish water, and GTUA agrees to pay for water, upon the terms and conditions and for the consideration hereinafter set forth, to wit:

Section 1. DEFNITION OF TERMS.

The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(A) "Annual Minimum" means the minimum amount of potable water City must compensate GTUA for during the Annual Payment Period, and each year thereafter, regardless of whether City actually takes such quantity of water. The City Annual Minimum shall be adjusted annually after the first Annual Payment Period as provided in Section 8;

(B) "Annual Maximum" means the maximum amount of potable water that NTWMD agrees to sell and deliver to GTUA during any Water Year under the GTUA and NTMWD Contract.

(C) "Annual Payment" means the amount of money to be paid to GTUA by the City during each Annual Payment Period.

(D) "Annual Payment Period" means NTMWD's and GTUA's fiscal year, which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve (12) consecutive month period fixed by GTUA.

(E) "CGMA" means the group of Cities as represented by the Collin Grayson Municipal Alliance Advisory Board comprised of the Mayor of each Participating City or the designated alternate.

(F) “Contract Date” means the effective date of this Contract as executed by both parties.

(G) "City" means the City of ANNA, Texas, a party to this Contract in all respects.

(H) “Customer ” means any direct customer of NTMWD, GTUA (and not including Member Cities), with which NTMWD contracts with to furnish water.

(I) “Daily Average” means 1/365 of the Annual Minimum as provided in Section 8 of this Contract at the Point(s) of Delivery

(J) “Distribution System” means a system of pipes exclusively owned by the City that conveys potable water to the consumers. The term includes pump stations, ground and elevated storage tanks, potable water mains and potable water service lines and all associated valves, fittings, and meters.

(K) “Emergency Condition” means a condition that necessitates an expeditious delivery of water to prevent or combat imminent peril to the public health, safety, or welfare.

(L) "Engineer" means the Consulting Engineer with whom GTUA enters into a contract to design and consult on issues related to the System.

(M) “Facilities Contract” means the contracts that the City has, which is separate from this Contract, that established the relationship between GTUA and the City in order for GTUA to issue debt on the City’s behalf.

(N) "GTUA" means the Greater Texoma Utility Authority as defined in the preamble to this Contract, and more specifically, a conservation and reclamation district created under Article XVI, Section 59, of the Texas Constitution, and a party to this Contract in all respects.

(O) “Member City or Member Cities” means the Cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royse City, Wylie, and any other city that may hereafter legally be annexed into the service area of NTMWD in accordance with Tex. Rev. Civ. Stat. Art. 8280-141.

(P) "MGD" is an abbreviation for "million gallons of water per day' and means a quantity of water during a period of time expressed for convenience in terms of an average annual daily quantity during an Annual Payment Period.

(Q) "NTMWD" means the North Texas Municipal Water District, as defined in the preamble to this Contract.

(R) “Original System Debt” means the debt that was issued prior to this Contract which includes three (3) bond issuances that were issued for the purposes of planning, land acquisition, design, and construction of the System.

(S) "Participating Cities" means the cities which execute and approve contracts representing participation in the objectives contemplated and described in this Contract, to wit: Anna, Texas, Howe, Texas, Melissa, Texas, and Van Alstyne, Texas and such other Cities as may subsequently be approved as a Participating City by a unanimous vote of other Participating Cities and approval of GTUA Board and execute the then current version of this agreement.

(T) “Point of Delivery” means the meter vault between the provision of service by GTUA to City, all facilities upstream of which shall be the sole responsibility of GTUA or NTMWD, and all facilities downstream of which shall be the sole responsibility of the City;

(U) “Previous Contract” means the contract between GTUA and NTMWD which was made and entered into on May 17th, 2004, based on the “Regional Contract”, both of which are acknowledged as the precedents for this Contract and is made part hereof as if incorporated fully herein.

(V) “Regional Contract” means the “North Texas Municipal Water District Regional Water Supply Facilities Amendatory Contract,” dated August 1, 1988, together with all similar contracts between NTMWD and contracting parties.

(W) "Supplemental Loan(s)" means each and every other loan of funds, received from time to time from TWDB or any other source, used to finance the acquisition and construction of any part of the System or other facilities found to be necessary to the operations and purposes of the System and this Contract, the repayment of which is the ultimate responsibility of the Participating Cities, whether such Supplemental Loan(s) is/are incurred for the benefit of the Participating Cities by GTUA, NTMWD, or any other person.

(X) “System" means collectively the GTUA-CGMA existing system and the future improvements of thereto for water storage, treatment, transportation, distribution, and supply, as well as land and easements required for said improvements as contemplated by this Contract on behalf of and for the benefit of Participating Cities, wherever located, as necessary for the delivery of the water to the Participating Cities.

(Y) "TWDB Loan" means the Texas Water Development Board loan approved by the TWDB on March 19, 2003, the repayment of which is the ultimate responsibility of the Participating Cities.

(Z) "TWDB State Participation Loan" means the state participation portion of the loan approved March 19, 2003, the repayment of which is the ultimate responsibility of the Participating Cities.

(AA) "Water Year" means the period of August 1 of each calendar year through July 31 of the next following calendar year or such other twelve (12) month period designated by GTUA to the City.

FOR ADDITIONAL DEFINITIONS, see attached GTUA/NTMWD Contract definitions.

Section 2. DELIVERY OF WATER. GTUA agrees to sell and to deliver potable water it receives from NTMWD under the attached GTUA/NTMWD Contract to the City's existing Point(s) of Delivery as identified in Section 5 and in Exhibit A to this Agreement and future delivery points as approved by GTUA. The City agrees to take at said Point(s) of Delivery water required for use by the City during the term of this Contract, including potable water for the City's own use and for distribution to all retail customers served by the City's water distribution system or within City's existing Texas Commission on Environmental Quality ("TCEQ") certificated retail service area, City Limits, or ETJ. The quantity of water sold to the City shall be measured at the City's Point(s) of Delivery. Contracts, between the City and any other person or entity, existing prior to the Contract Date for the sale of water to or from the City shall not be affected by this Contract. It is specifically provided, however, that after the Contract Date, the City shall not enter into, renew, or amend with regard to volume of water to be supplied, any agreement to supply any such potable water for use outside its boundaries or the City's TCEQ certificated retail service, including an agreement to supply any such potable water to another City or water entity, unless each such agreement is approved by the Board of Directors of GTUA (which approval shall not be unreasonably withheld and which shall not be approved unless the original four Participating Cities unanimously agree and so recommend through the CGMA Advisory Board). Similarly, the City shall not become a party to any contract for the purchase or sale of potable water with another Participating City, or any other person or entity, which would violate or be inconsistent with the provisions of this Contract. Any agreement relating to the City's purchase of water, to be made between the City and such supplying person or entity, shall not be entered into prior to receiving the written consent of GTUA to such agreement, which consent shall not be unreasonably withheld. It is recognized that the City intends to utilize its well (groundwater) system to meet a portion of its potable water needs. That use is considered compatible and consistent with this Contract. The acquisition of, or use of, water from such sources shall never obviate or reduce the obligations, duties and responsibilities of the City to make the payments specified in this Contract.

GTUA shall furnish the City with a minimum flow of 654,882 gallons of water per day (0.654882 MGD) as established for the 2019-20 Water Year. Each Participating Cities' annual minimum shall be adjusted on an annual basis. The City's Annual Minimum amount may be reduced, with GTUA's and the City's consent and for an agreed-upon period of time, by the amount of water that any other Participating City agrees to take that is in excess of such other Participating City's Annual Minimum amount consistent with CGMA Buy-Sell Agreement Policy or as delineated herein. GTUA agrees to continue to monitor the needs of the area and from time to

time will consult with the City on future needs. Additional water may be obtained from GTUA in a manner consistent with GTUA policies and contractual obligations in effect at the time to meet the needs of the City and other Participating Cities. It is further provided that in the event NTMWD is unable to provide GTUA the volume of water needed for all Participant Cities resulting in one or more Participant City being unable to take the City established Annual Minimum amount, GTUA will use its best efforts to negotiate a reduced Annual Minimum amount with NTMWD.

GTUA, through NTMWD, will use its best efforts to furnish and remain in position to furnish potable water sufficient for all reasonable potable water requirements of the City (except those furnished by ground water or other sources existing at the time of this Contract) subject to the limitations of NTMWD. The obligation of GTUA to provide water to the City shall be limited to the amount of potable water available to it from NTMWD during normal operation which will not impair the NTMWD obligation to its customers. The Annual Maximum that NTMWD agrees to sell and deliver to GTUA at the GTUA/NTMWD Point of Delivery shall be 1,792,882,000 gallons per year.

Except as provided in Section 8(J), the maximum rate of delivery at the Point of Delivery shall not exceed 2.2 times the Daily Average supplied to each Participating City hereunder and that it shall be the responsibility of each City to provide storage sufficient for said city to maintain the 2.2 times the Daily Average, which average is consistent with the capabilities and abilities of NTMWD facilities, and it is understood that GTUA may from time to time adjust the maximum rate of delivery on an equitable and uniform basis to all Participating Cities based on a commensurate adjustment in the NTMWD-GTUA rate of delivery.

Section 3. OTHER CONTRACTS. GTUA reserves the right to supply additional available potable water from the System to other persons, as determined by GTUA's Board of Directors and as approved by the Participating Cities, so long as doing so does not result in GTUA's failure to provide the minimum flow of water to the Participating Cities as described in Section 8(A) of this Contract.

Any sale of such additional available water by GTUA shall be made pursuant to a contract to be entered between GTUA and the person purchasing an amount of excess water, with such terms of sale and all other essential terms being set forth in such contract. Additional available water to be sold may be transmitted through the facilities of one or more of the Participating Cities by agreement with GTUA, and each Participating City providing use of its facilities for such transmission shall be fairly compensated for such use. The net revenues of any sale of excess water (net revenues being the proceeds of sale of the excess water less any and all costs to GTUA of processing, pumping, handling, and transmitting such excess water, including any charges paid by GTUA to any Participating City for using such Participating City's transmission facilities to deliver the excess water to the purchaser) shall be deposited to a debt service fund created to pay indebtedness incurred by GTUA to finance the System, and such moneys on deposit in such debt service fund on the business day which is not less than fifteen (15) days prior to the date that the next debt service payment on the indebtedness incurred to finance the System is due shall reduce, upon a pro-rata basis determined in accordance with the established pro-rata distribution of the System debt service

liability among the Participating Cities, the amount of the System monthly amortization payments due to be paid by the respective Participating Cities under their respective Facilities Contracts.

Section 4. QUALITY. The water to be delivered by GTUA to the City shall be as provided for in the GTUA/NTMWD Contract and shall be in compliance with all the standards of all State and Federal agencies having jurisdiction over water quality. Participating Cities shall be responsible for any additional disinfection prior to pumping or flowing said water into the City Water Distribution System.

Section 5. POINT(S) OF DELIVERY. The initial and current point(s) of delivery for the Participating City's transmission pipeline shall be at a point designated as follows:

The Point(s) of Delivery at the time of execution of this Agreement for City are generally located: (1) near State Highway 5 and Collin County Outer Loop, Anna TX; (2) near Sherley Rd. and 5th St, Anna, TX; and (3) a temporary Point of Delivery near Highway 5 and Anthony St., Anna, TX. The parties agree that if the transmission pipeline is relocated either at the request of the City, or for any other reason, the City shall pay all costs associated with the construction of a new Point(s) of Delivery or connection to a different pipeline at the discretion of GTUA, including any and all costs associated with furnishing the site of the new Point(s) of Delivery as described in this section. Provided, that the City may request GTUA to establish one or more additional City Points of Delivery. GTUA's agreement to establish any such additional City Point(s) of Delivery shall be subject to and based upon an engineering analysis of the impact on the System of adding such additional City Point(s) of Delivery, which analysis shall include but not be limited to making the determination that the System's ability to fulfill existing delivery commitments to all Participating Cities, at the time an additional City Point of Delivery is established, will not be impaired. All costs of establishing an additional City Point of Delivery shall be at the City's expense (unless GTUA concludes, based upon an engineering analysis, that the additional City Point of Delivery provides a benefit not only to the City; and in such case, all such benefiting entities shall bear the costs of the additional Point of Delivery in proportion to the benefit received therefrom).

City agrees to furnish the site at the Point of Delivery and to construct and operate adequate water distribution, storage and pump station facilities so that the maximum rate of delivery will not exceed 2.2 times the Daily Average at the Point of Delivery. City shall design and construct a separate vault for the Point of Delivery. The vault will include the billing meter, control valve, and appropriate SCADA equipment. City shall also provide one level transmitter for the ground storage tank and subsequent additional ground storage tanks for GTUA use and shall provide a separate air gap for the Point of Delivery at the ground storage tank.

It is understood that the Participating entities and GTUA are exploring the possibility of providing an additional point of delivery on the north end of the transmission system. At the point where a new delivery point is deemed necessary and likely, GTUA and the Participating entities will commence negotiations for amending this Contract to make all necessary adjustments.

City shall provide to GTUA all plans for the design, construction, and installation of any facilities and equipment required to receive and take all potable water delivered to it under this

Contract and City shall not proceed with any construction or installation without GTUA's prior written approval of such plans, which approval shall not be unreasonably withheld. Further, GTUA and if desired, NTMWD, shall have the right to inspect any and all facilities and equipment to ensure compliance with the GTUA and/or NTMWD approved plans. City shall also perform and coordinate with GTUA regarding any and all construction activities that involve the GTUA-CGMA System. City shall construct, maintain, and operate, at its own cost and expense, all facilities and equipment necessary to receive and take all potable water delivered to it under this Contract. Regardless of GTUA's or NTMWD's approval of any Customer plans for the design, construction, and installation of any facilities and equipment required to receive and take all potable water delivered to it under this Contract, City is solely responsible for the sufficiency of design to receive volume(s) of water established pursuant to this Contract. Any construction of said facilities must meet GTUA and/or NTMWD standards. No change in the type or size of meters, or size of the tap, shall be allowed unless this Contract has been amended as set forth in Section 10, Modification.

Section 6. MEASURING EQUIPMENT. City shall furnish and install at the GTUA/Participating Cities Point(s) of Delivery the necessary rate of flow control equipment of a standard type approved by GTUA for measuring properly the quantity of water delivered under the GTUA/NTMWD Contract, and such Master Meter and other equipment so installed shall become the property of the System as herein defined. Additionally, Participating Cities shall furnish and install at the City Point of Delivery the necessary rate of flow equipment of a standard type approved by NTMWD and GTUA for measuring properly the quantity of water delivered under this Contract and such billing meter and other equipment so installed shall become the property of GTUA. It is further understood that the costs of any modifications and/or maintenance directly related to the City's Point(s) of Delivery shall be the responsibility of the City.

GTUA and the City shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of GTUA. For the purpose of this Contract, the original record or reading of the meter shall be the journal or other record book of GTUA in their respective offices in which the records of the employees or agents of GTUA who take the reading may be transcribed. Upon written request of the City, GTUA will provide a copy of such journal or record book, or permit it to have access to the same in the office of GTUA during reasonable business hours.

GTUA, at system expense, shall perform meter verifications at all delivery meters once per year to ensure they are operating within meter manufacturer tolerances; City shall have the right to be present for said calibrations. There shall be no adjustments or reimbursements under a once per year calibration system.

City may, at its option and its own expense, install and operate a check meter downstream of the Point of Delivery to check each billing meter installed by GTUA, but the measurement of water for the purpose of this Contract shall be solely by GTUA's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of GTUA.

Section 7. UNIT OF MEASUREMENT. The unit of measurement for potable water delivered under this Contract shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

Section 8. PRICE AND TERMS. The services to be performed under this Contract by GTUA consist of the delivery of water received from NTMWD or other sources in accordance with the provisions of this Contract and the administration / management, operation and maintenance of said facilities.

In return for such service, the City agrees to compensate GTUA by payment of certain minimum annual sums of money, for each of which said sums GTUA agrees, if required by the City, to deliver all, or so much thereof as the City may desire, of a certain corresponding volume of water as follows:

(A) City will compensate GTUA at the current water rate established for Participating Cities by the Board of Directors of GTUA (referenced as "CGMA Water Rate"), as such Water Rate may be changed from time to time based on the cost of water from NTMWD and GTUA-CGMA operational cost and as hereinafter further delineated for an Annual Minimum of 239,032,000 gallons of water (a Daily Average of 654,882 gallons per day), regardless of whether said quantity is actually taken by City, and any water delivered in excess of the amount allowed for the Annual Minimum will also be purchased at the adopted Water Rate for such excess amount. The City Annual Minimum will be required to purchase at the above Water Rate, or such other Water Rate as may be from time to time determined by GTUA, in accordance with all related contracts, shall be calculated annually for each ensuing year and such minimum amount shall not be less than the highest total amount taken by GTUA during any previous year or 239,032,000 gallons, whichever is greater; provided however, the aggregate total of all Participating Cities cannot take more than 1,792,882,000 gallons per year as provided in Section 2 of this Contract.

(B) Payment for billed water shall be a combination of the water measured by the GTUA meter installed at the City Point of Delivery and a share of any lost, flushed, and unaccounted for water. The amount of lost, flushed and unaccounted for water shall be determined by subtracting the total of all Participating Cities' individual Points of Delivery Meters from the total water delivered to the GTUA/Participating Cities System as measured by the GTUA Point of Delivery Master Meter. Said lost and unaccounted for share shall be included in the Annual Minimum calculation in addition to the water delivered at the City's Point(s) of Delivery. Said lost and unaccounted for water shall be calculated by multiplying the amount of lost, flushed and unaccounted for water times a ratio calculated as the water measured by the City Point of Delivery Meter to the total of all Participating Cities Individual Point of Delivery Meters once all cities are taking water consistently to satisfy daily water demand and sufficient to maintain water standard levels. Prior to all cities taking water at annual minimum levels consistently and maintaining such consistent or use

from that point forward, water for flushing purposes shall be charged equally to all Participant Cities.

(C) If potable water must be rationed, such rationing shall, within the limits permitted by law, be accomplished by GTUA on an equal basis of the relative actual total amount of all potable water taken by each Participating Entity, respectively, during the last preceding Annual Payment Period in which rationing among said Participating Entities was not necessary.

(D) The Annual Minimum set out in Section 2 and Section 8 hereof shall be reviewed at the end of each Annual Payment Period and shall be redetermined by the GTUA at that time.

(E) Payment of the minimum annual service charge listed above shall be made each year by the City to GTUA in twelve (12) equal monthly installments, each of which shall be due and payable on or before the 1st day of the month following the service.

It is further agreed that, in addition to the amounts required to be paid by City herein, if during any Water Year the City uses System potable water in excess of the Annual Minimum for the Annual Payment Period that commenced during such Water Year, then City shall pay for said excess water in accordance with the provisions of Section 8(A). Excess water charges shall be billed by GTUA to City as soon as practicable after the end of such Water Year and shall be paid to GTUA as soon as practicable thereafter, and in all events prior to the beginning of the next Annual Payment Period.

(F) Liability for making payments as herein set forth shall commence on the date of the execution of this Contract.

(G) In the event that the City shall fail to make any such monthly payment or annual payment within the time herein in this Section specified, interest on such amount shall accrue at the rate of ten percent (10%) per annum from the date such payment becomes due until paid in full with the interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, GTUA may at its option, after thirty (30) days' written notice to the City, discontinue delivery of water to the City until the amount due GTUA is paid in full with interest as herein specified. It is further provided that in the event the City shall fail to make any such monthly payment or annual payment within the time herein in this Section specified, GTUA or its successor or assigns shall have the right to petition the District Court in Grayson County for a writ of mandamus to compel compliance with this Contract.

(H) If City takes an amount of water above the authorized amount or authorized rate of delivery allowed by GTUA's water conservation plan and drought

contingency plan, as may be amended from time to time, GTUA may require the City to pay three (3) times the Water Rate for water taken in excess of the authorized amount or authorized rate of delivery under either plan.

(I) Any time City exceeds the maximum rate of delivery of 2.2 times the Daily Average at the Point of Delivery as determined by GTUA, City shall pay three (3) times the Water Rate for such water if such fee is charged to GTUA by NTMWD.

(J) In the event of an Emergency Condition, as that term is defined herein, GTUA may, in its sole discretion, waive the increase in the Water Rate in Section 8(I) for exceedance of the maximum rate of delivery of 2.2 times the Daily Average for the Point of Delivery. This waiver shall apply for a 48-hour period, after which such waiver shall terminate. In its sole discretion, GTUA may extend the waiver for additional 48-hour periods if GTUA determines that an extension of the waiver is warranted.

(K) GTUA, at its sole discretion and at any time, may deliver water to City at a delivery rate greater than 2.2 times the Daily Average for the purpose of (i) minimizing or managing energy costs (e.g. 4 Coincident Peak (4CP), minimizing pump starts and/or stops, etc.); or (ii) managing hydraulic constraints in the System In the event GTUA exercises either of these option, City shall pay only the Water Rate for water received.

(L) GTUA-CGMA Water Rate Provisions: The water rate established for GTUA potable water delivered to Participating Cities shall be based on all costs incurred in the delivery of potable water to Participating Cities broken down into the cost per 1,000 gallons of water, including, but not limited to:

(1) all costs / charges payable to NTMWD for potable water.

(2) a charge per thousand gallons of water which shall be for purposes of operating and maintaining the delivery and transmission facilities, including insurance, maintenance, electric service, and system management and administration. GTUA operational costs shall be based on a proportionate share of GTUA operating expenses including salaries, utilities, insurance, and other normal operations costs.

(3) The cost to maintain established levels of reserves for unexpected maintenance and routine repair or other operational requirements; said costs shall be for purposes of establishing and maintaining a maintenance and repair reserve fund for major maintenance and repairs; said charge shall be established on a per thousand gallons of water basis and may be modified by GTUA when said reserve funds are determined by GTUA, to be adequate for the major maintenance and repair needs of the System; provided, that the

funds so reserved shall never be or become available or used to pay any indebtedness incurred to finance the System, in whole or in part, including any future improvements, extensions, or appurtenances thereto unless specifically authorized by the majority of Participating Cities.

(4) Processing, pumping, and handling charges GTUA incurs on the City's behalf or for its benefit in order to deliver water under this Contract.

(5) The cost for planning and design modifications for expansion, modification, or replacement of GTUA-CGMA Water System components.

(6) The cost for any debt service expenses incurred following the contract date of this contract.

(7) Such other costs as generally acknowledged to be mandatory and integral to the operation of said GTUA-CGMA System

(8) It is specifically noted that the original GTUA-CGMA Water System capital and debt cost was established by inclusion within the original bond covenants as a separate and distinct cost from operational or potable water costs and will continue to be a separate annual charge under the methodology established in the bond covenants until the original debt is retired or refunded.

(9) Following the Contract Date of this Agreement, all additional debt service expense (debt service, issuance expense, and all related expenses) shall be calculated and charged as a component of the water rate charge on the proportional volume of each City in relationship to the total Participating City volume under the immediately prior Annual Take Amount as described in this agreement. Said methodology shall be memorialized in a CGMA Policy Statement for the transition from equal share cost to the proportionate share of Original System Debt, defined in the Original System Debt bond covenants, with a recommendation approved by the CGMA Board for GTUA implementation.

(10) Prior to the implementation of the above described water rate methodology, the various components for such rate shall be reviewed and discussed with Participating Cities and the process methodology shall be adopted and memorialized in a CGMA Policy Statement for Water Rate Charges and the components thereof approved by the CGMA Board for recommendation to GTUA for implementation which provides sufficient revenue for GTUA to pay all associated costs of the CGMA System operation.

Section 9. TERM OF CONTRACT. This Contract shall commence on the Contract Date and shall continue in force and effect as long as the attached GTUA/NTMWD Contract is effective, but not to exceed thirty (30) years at which time a successor contract be executed. Upon the

expiration of this Contract, another contract shall be entered by the parties unless both parties agree to the contrary.

Section 10. MODIFICATION. This Contract may be changed or modified only with the consent of the governing bodies of both GTUA and the City. No such changes or modifications may be made which will affect adversely the prompt delivery of potable water by GTUA to the City or the payment when due of all moneys required to be paid by the City under the terms of this Contract.

Section 11. FORCE MAJEURE. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of the City to make the payments required under Section 8 of this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 12. INSURANCE. GTUA agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self-insurance for purposes and in amounts which, as determined by GTUA, ordinarily would be carried by a privately-owned utility company owning and operating such facilities, except that GTUA shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of GTUA's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities, or as required by the NTMWD-GTUA Contract . All premiums for such insurance shall constitute just and reasonable operation and maintenance expense. The insurance coverage referenced herein does not extend to any facility owned by City which insurance, if secured, shall be the responsibility and cost of City.

Section 13. REGULATORY BODIES AND LAWS. This Contract is subject to all applicable Federal and State Laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

Section 14. NOTICES. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice" herein provided or permitted to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to GTUA, to:
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

If to the City,
City Manager
City of Anna
P.O. Box 776
Anna, Texas 75409-0776

The parties hereto shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other parties hereto.

Section 15. SEVERABILITY. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas, or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 16. VENUE. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Grayson County, Texas, which is the County in which the principal administrative offices of

GTUA are located. It is specifically agreed among the parties to this Contract that Grayson County, Texas, is the principal place of performance of this Contract.

Section 17. OTHER CONDITIONS AND PROVISIONS.

(A) Operation and Maintenance of System. GTUA will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense. GTUA assumes no responsibility for the operation or maintenance of any portion of the City's system.

(B) Title to Water: Indemnification. GTUA shall retain the title to all water supplied to the City up to the City's Point of Delivery as set forth in Section 5(A) herein, at which point title shall pass to the City. GTUA and City shall save and hold each other harmless from all claims, demands, and causes of action that may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party. As between the parties, City shall have the first right to use all effluent produced from any wastewater treatment plant that treats the wastewater resulting from the use of the water made available under this Contract for direct reuse, but solely for its own purposes, and not for sale to, or use by, any customer of the City. To the extent that effluent produced by a wastewater treatment plant that treats the wastewater resulting from the use of water made available under this Contract is discharged to water courses of the State, the right of City to reuse such effluent produced from such wastewater treatment is terminated, and NTMWD shall have the right, as amongst the parties, pursuant to any necessary authorization of the State, to indirectly reuse said effluent. City shall ensure via any wholesale contract with a subsequent customer, entered into after the Contract Date, to maintain NTMWD's right to indirectly reuse treated effluent, the underlying source of which is water from NTMWD and subsequently GTUA made available under this Contract.

(C) Operating Expenses of the City. The City represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its system, as defined in Chapter 1502 of the Texas Government Code, as amended, and that all such payments will be made from the revenues of its system. The City represents and has determined that the potable water supply to be obtained from the System, including the Projects and other System facilities, is absolutely necessary and essential to the present and future operation of its water system and is the only available and adequate source of supply of potable water. Therefore and accordingly, all payments required by this Contract to be made by the City shall constitute reasonable and necessary operating expenses of its respective system as described above, with the effect that the obligation to make such payments from revenues of such systems shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise)

with respect to all bonds or other obligations heretofore or hereafter issued by the City.

(D) The City's Rates for Waterworks System. The City agrees throughout the term of this Contract to continuously operate and maintain its waterworks system, and to fix and collect such rates and charges for water services to be supplied by its waterworks system as aforesaid as will produce revenues in an amount equal to at least (i) all of its payments under this Contract and (ii) all other amounts required to be paid from said revenues by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding and file appropriate financial reports related to the City system including annual audits. It is further provided that in the event the City shall fail to fix and collect such rates and charges as will produce revenues in an amount equal to at least all of its payments to be made under this Contract, GTUA or its successor or assigns shall have the right to petition the District Court Grayson County for a writ of mandamus to compel compliance with this Contract.

(E) Equity. GTUA and City each acknowledges that it will accrue no equity or any other interest in the NTMWD System or any other assets of NTMWD as a result of payment or other performance pursuant to this Contract. City further acknowledges that it will accrue no equity or any other interest in the GTUA System as a result of payment or other performance pursuant to this Contract other than the share of ownership in said system as provided for in the Original System Debt documents.

Section 18. WATER CONSERVATION. City agrees to adopt, implement, and enforce any and all ordinances and policies related to water conservation and drought management as required by the Texas Water Code, rules of the TCEQ and/or as may be adopted by the Board of Directors of NTMWD and/or GTUA. GTUA's obligations pursuant to this Contract shall be subject to City preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by NTMWD and/or GTUA and required or approved by the TCEQ, the Board of NTMWD or GTUA, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Contract, City shall submit its water conservation plan or water conservation measures, and drought contingency plan, to GTUA for review and approval, and City agrees to amend its water conservation plan or water conservation measures, and drought contingency plan as requested by GTUA in order to comply with requirements of GTUA's water conservation plan and drought contingency plan, program and/or rules. City shall also submit any changes or amendments to its water conservation plan or water conservation measures, and drought contingency plan, to GTUA for review and approval.

GTUA has adopted a water conservation plan and a drought contingency plan incorporating provisions no less stringent than the NTMWD plan and may amend both from time to

time. If City fails to implement GTUA's and its own drought contingency plan when trigger conditions occur, GTUA may implement rationing and collect the rate for water withdrawn as provided in Section 8(G) of this Contract, as well as enforce any contractual, statutory, or common law remedies available. The amount of water that is provided pursuant to this Contract when City is not in compliance with GTUA's water conservation plan and drought contingency plan will be reduced to the amount estimated as necessary to satisfy City's demand if City was operating in compliance with both GTUA's and City's drought contingency plans.

If NTMWD and GTUA authorizes City to resell water from the System pursuant to the conditions included herein, City shall require through a contract condition that any successive user(s) of water from the System must implement water conservation measures that comply with the GTUA and City's water conservation plans, measures, programs, and/or rules.

Section 19. DEMAND ASSESSMENT. The location of the delivery point(s) and any quantity set forth in this Contract are intended to meet the water needs of City. The needs of City are independently determined by City, and GTUA has conducted no independent evaluation of the City's water system.

Section 20. SOLE AGREEMENT. This Contract constitutes the sole and only agreement of City and GTUA and supersedes any prior understanding or oral or written agreements between City and GTUA with respect to the subject matter of this Contract.

Section 21. NO THIRD-PARTY BENEFICIARIES. This Contract shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Contract. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and GTUA shall not be construed to be responsible for City's contracts or commitments by virtue of this Contract or any provision contained herein.

Section 22. WAIVER. Failure to enforce or the waiver of any provision of the Contract or any breach or nonperformance by the City or GTUA shall not be deemed a waiver by the City or GTUA of the right in the future to demand strict compliance and performance of any provision of this Contract. No officer or agent of City or GTUA is authorized to waive any provision of the Contract.

Section 23. REMEDIES. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative.

Section 24. INDEMNITY. BY SIGNING THIS CONTRACT, CITY AGREES, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, THAT IT RELINQUISHES AND DISCHARGES, AND WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS GTUA AND GTUA'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS,

JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS AND OF EVERY KIND AND CHARACTER WHATSOEVER (INCLUDING BUT NOT LIMITED TO ALL COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY GTUA AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR INCIDENT TO, DIRECTLY OR INDIRECTLY, THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, ANY SUCH CLAIM FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE, OR ECONOMIC LOSS AND ANY CLAIM THAT MAY ARISE IN CONNECTION WITH THE QUALITY, QUANTITY, USE, MISUSE, IMPOUNDMENT, DIVERSION, TRANSPORTATION, AND MEASUREMENT OF WATER AND ANY CLAIM THAT MAY ARISE AS A RESULT OF INSTALLATION, INSPECTION, ADJUSTING, OR TESTING OF MEASURING AND RECORDING EQUIPMENT INVOLVING GTUA DELIVERY OF WATER TO CITY, AS WELL AS ANY CLAIM THAT MAY ARISE FROM ANY CONDITION OF CITY'S FACILITIES, SEPARATE OPERATIONS BEING CONDUCTED ON CITY'S FACILITIES, OR THE IMPERFECTION OR DEFECTIVE CONDITION, WHETHER LATENT OR PATENT, OF ANY WATER, MATERIAL OR EQUIPMENT SOLD, SUPPLIED, OR FURNISHED BY GTUA.

PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.

Section 25. ASSIGNMENT. City shall not assign this Contract or any of its rights hereunder without first obtaining the express prior written consent of GTUA.

Section 26. RECITALS AND EXHIBITS INCORPORATED. The recitals contained in the preamble hereof and the exhibit(s) hereto are hereby found to be true, and such recitals and exhibit(s) are hereby made a part of this Contract for all purposes.

Section 27. ATTORNEYS' FEES. In the event GTUA prevails in any suit filed to enforce the City's obligations under this Contract, GTUA shall be entitled to recover from the City its attorneys' fees incurred in connection with the prosecution of said suit.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the date of this Contract.

GREATER TEXOMA UTILITY AUTHORITY

By:

Brad Morgan, President, _____ Date _____

President, Board of Directors

Attest:

Mark Kuneman, Secretary Date _____

GREATER TEXOMA UTILITY AUTHORITY Denison, Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Brad Morgan, President of the Board of Directors of Greater Texoma Utility Authority, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said conservation and reclamation district.

_____

Notary Public, State of Texas

Printed Name of Notary:

_____

My Commission Expires: _____

City of _____

Accepted and agreed to:

By: _____ Date: _____
City Manager
City of _____

Attest by: _____ Date: _____
City Secretary
City of _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020, by _____, City Manager, City of _____, a home rule City and political subdivision of the State of Texas.

_____

Notary Public, State of Texas

Printed Name of Notary:

_____

My Commission Expires: _____

EXHIBIT A

Location of Points of Delivery, as of the date of this Contract, to for City of ANNA from GTUA-CGMA Water System are:

The Point(s) of Delivery, at the time of execution of this agreement for City are generally located:
(1) near State Highway 5 and Collin County Outer Loop, Anna, TX;
(2) near Sherley Rd. and 5th St., Anna, TX; and
(3) a temporary Point of Delivery near Highway 5 and Anthony St., Anna, TX.

Brief Overview of Key Changes & New Provisions to Proposed GTUA-CGMA Participant City Contract

June 9, 2020 CGMA Board Agenda Item VI

The purposed of this paper is to provide a quick summary of key / changes and new provision issues in the GTUA-CGMA Participant City Contract. This new contract document is an update from the last contract dated 2004. All CGMA Participant Cities will need to execute this new contract. While all Cities are encouraged to read and become familiar with the agreement, this document is provided as a summary of key provision and concepts and issues that are changing from the May 2004 document. Many provisions are to assure implementation and consistency with components of the NTMWD-GTUA recent contract update and the new City agreement is crafted to comply while other provisions are added or modified to enhance the operation of the CGMA and GTUA processes where we have latitude within the bounds of the NTMWD agreement and the original system debt Bond Covenants which provide some restrictive provisions.

This summary will follow the sequencing in the Agreement with section number identified for convenient reference purposes. This overview is not comprehensive with items that are the same or have minor rewording not addressed. This is simply to identify key and more significant changes. It should be noted that each City will have the same agreement, except for: specifics related to the individual City.

Whereas Provisions:

- References history, legal authorization, and notes this is an Amended and Restated Contract for Water Supply and Sewer Service, for those Cities where applicable.
- Identifies Participating Cities and the Collin Grayson Municipal Alliance and notes the entities are desirous of connecting to the new NTMWD 72-inch Transmission Main as required in the original 2004 agreement upon such action being contemplated. It is also noted that it is the intent of GTUA and Participating Cities to obtain an adequate and dependable water supply from NTMWD which is the overall goal of the original and the new agreement.
- States that GTUA and cities desire to modify the point of delivery in the prior contract by connecting to the new transmission main.
- There are other finding acknowledging awareness of provisions in the NTMWD-GTUA agreement and acknowledging the integral relationship between the NTMWD with GTUA and this agreement between GTUA and Participating Cities.

Section 1. Definition of Terms – most are self-explanatory and are continuations of similar or the same terms from the 2004 agreement. Only key changes are individually referenced.

M. Member City means the member cities of the NTMWD.

P. Participating City means the cities which have executed and approved contracts participating in the objectives of the CGMA group of cities identified.

Q. Point of Delivery means the meter vault where service is provided and all facilities downstream of said vault are the responsibility of the City.

T. Supplemental Loan means new loans from the TWDB or other sources used to finance land or any part of the system or other system operational facilities; additionally, the original project loans are individually identified in definitions (V) and (W).

Additional definitions may be referenced in the GTUA-NTMWD contract definition section as well as the GTUA-CGMA full contract.

Section 2. Delivery of Water

In addition to other provisions, the Contract does not prohibit GTUA and CGMA from seeking a supplemental water source from the North. References delivery of water to the City points of delivery as existing and future approved by GTUA for receiving water to be delivered by City to the City certificated retail Service area, City Limits, or ETJ and limits delivery of water contracts to the area within said boundaries including another city or water entity, unless approved by the GTUA Board and accompanied by the recommendation of the CGMA Advisory Board. This provision also limits a Participant from purchasing water from another City or entity that would be inconsistent with this contract absent approval from GTUA. Provision for continued use of existing wells is permissible to supplement potable water needs.

Section 2, 5 & 8 reference the penalty for violating the maximum rate of delivery (2.2 times the Daily Average) is 3X rate as provided in NTMWD base agreement. This will be in all NTMWD contracts, Member and Customer.

Section 5. Points of Delivery

Initial and current PODs are identified for each city (one of the variable provisions for each respective city. Also provides that POD may be moved if needed and additional may be added subject to an engineering study; city is responsible for said POD cost.

Section 5. Measuring Equipment

It is proposed to change the concept of cities having the right to request a calibration once a year with a window of reimbursement for overcharging to an automatic annual calibration included in the water rate cost. This will keep meters very current and eliminate the need for building a fund to reimburse overcharges….we want your thoughts.

Section 8. Prices and Terms

General significant change is that NTMWD is eliminating the excess water rate reference in contracts….it may be in rates approved by Board, but not contractually guaranteed. The prior reference to a nickel increases over Member rate is eliminated. This will allow Board to adjust although it is not believe the amount will be material.

Subsections H thru K – incorporates the following provisions:

- Provided penalty for violating the 2.2 times max daily average subject to GTUA being charged said penalty by NTMWD.
- Allow GTUA to exercise discretion in emergency conditions to take beyond the 2.2 times daily average.

Subsection L – Water Rate Provisions.

Subsections 1-7 generally similar to prior agreements with some reference to GTUA invoicing each City for water and the cost of delivering the water and maintaining the system by aggregating all cost broken down into the cost / 1,000 gallons as is do all the cities. This will identify all expense annually allow cost comparison from year to year. It is suggested that all cites review Section 8 and it will be reviewed at the June 9 Board meeting.

Subsection 8 –

- Defines the original system debt as continuing to be paid and documented as established in the bond covenants until the debt is retired. This debt will continue to be a separate charge.
- All additional debt incurred after the execution of this agreement will be incorporated into the cost / 1000-gallon water charge and will be proportional to the water volume taken by each city. The methodology shall be crafted into a CGMA policy consistent with existing provisions for ultimate system ownership along with the original system debt; the policy statement will be approved by the CGMA Board for recommendation to the GTUA Board
- Prior to implementation of the described water rate methodology, it shall be crafted into a CGMA policy statement for approval and adoption by the CGMA Board as a recommendation to the GTUA Board for approval thus providing the Cities input so long as such calculations and methodology cover all the costs of the System.

Section 9. Term of contract

The contract begins on the Contract Date (as soon as all cities can approve) and shall continue for 30 years at which time a successor contract shall be executed.

Section 10 thru Section 27 - from no change to virtually same or similar language.

Item No. 8.h.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Jim Proce

AGENDA ITEM:
Approve a Resolution adopting an Interlocal Agreement with Collin County for the collection of special assessments in the Hurricane Creek Public Improvement District Improvement Area No. 1. (City Manager Jim Proce)

SUMMARY:
This Interlocal Agreement allows for the Collin County Tax Assessor/Collector to collect PID assessments for the Hurricane Creek PID Improvement Area No. 1.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. Tax Collection Services Interlocal Agreement Resolution
2. Exhibit A--Hurricane Creek PID Improvement Area No. 1

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

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

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

Section 1.

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

Section 2.

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

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
Carrie L. Land, City Secretary	Nate Pike, Mayor

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August, 2020 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for Hurricane Creek Public Improvement District Improvement Area No. 1; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

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

SECTION 1 DEFINITIONS

1.01 *Tax Collection* Services. The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of found clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.

1.02 *Current* Assessments. The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.

1.03 *Delinquent Assessments.* The term “Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 TERM

2.01 *Term.* The term of this Agreement shall commence on August 01, 2020 and shall continue in full force and effect until September 30, 2021. Thereafter, this Agreement shall automatically renew annually for an additional one (1)

year term without the necessity of any action by the parties.

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

SECTION 3 SERVICES

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

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

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

SECTION 4 PAYMENTS

4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars ($500.00) per year, and Three Dollars ($3.00) per non-exempt

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

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

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

SECTION 5 REMITTANCE OF COLLECTION

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

SECTION 6 ADMINISTRATIVE PROVISIONS

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

6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.

6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.

6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.

6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.

6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement.

SECTION 7 CORRECTED BILLING SERVICES

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

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

SECTION 8 REFUNDS

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

SECTION 9 MISCELLANEOUS PROVISIONS

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

THE ASSESSMENT ENTITY SHALL HOLD THE COUNTY FREE AND HARMLESS FROM ANY OBLIGATION, COSTS, CLAIMS, JUDGMENTS, ATTORNEYS' FEES, AND

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

9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas. Exclusive venue for any action taken relative to this Agreement shall be in Collin County.

9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

9.05 *Notices.*

(a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.

(b) All communications provided for in this Agreement shall be addressed as follows:

(ii) if to the County, to:

County Judge
Chris Hill
Collin County
2300 Bloomdale Rd., Suite 4192
McKinney, Texas 75071

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

(ii) if to the Assessment Entity, to:

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

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

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

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

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

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

9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

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

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

COLLIN COUNTY, TEXAS
Judge Chris Hill

By: _____
Title: County Judge of Collin County

Date: _____

Hurricane Creek Public Improvement District Improvement Area No. 1
Jim Proce

By: _____
Title: City Manager, City of Anna

Date: _____

COLLIN COUNTY, TEXAS
Kenneth L. Maun, Tax Assessor Collector

By: _____
Title: Tax Assessor Collector of Collin County

Date: _____

Item No. 8.i.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Jim Proce

AGENDA ITEM:
Approve a Resolution adopting an Interlocal Agreement with Collin County for the collection of special assessments in the Hurricane Creek Public Improvement District Major Improvement Area. (City Manager Jim Proce)

SUMMARY:
This Interlocal Agreement allows for the Collin County Tax Assessor/Collector to collect PID assessments for Hurricane Creek PID Major Improvement Area.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. Tax Collection Services Interlocal Agreement Resolution
2. Exhibit A--Hurricane Creek PID Major Improvement Area

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

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

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

Section 1.

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

Section 2.

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

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 2020.

ATTEST:	APPROVED:
_____	_____
Carrie L. Land, City Secretary	Nate Pike, Mayor

TAX COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August, 2020 by and between County of Collin (hereinafter called "County"), a political subdivision of the State of Texas, and the Assessment Entity for Hurricane Creek Public Improvement District Major Improvement Area; (here-after called "Assessment Entity"), a duly organized and existing PID, under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

RECITALS

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

SECTION 1 DEFINITIONS

1.01 *Tax Collection* Services. The term "Tax Collection Services" shall include preparation and mailing of the PID Assessments, assessed by the Assessment Entity, correction of found clerical errors in assessments, collection of assessment liabilities, maintenance of a list of delinquent assessments, and issuance of refunds. Assessment Collection Services do not include appraisal of property.

1.02 *Current* Assessments. The term "Current Assessments" shall mean those assessments legally due and payable to the Assessment Entity without penalty and interest.

1.03 *Delinquent Assessments.* The term "Delinquent Assessments" shall mean the property assessments that have not been paid to the Assessment Entity on or before January 31st of any given year and on which penalty and interest are now due.

SECTION 2 TERM

2.01 *Term.* The term of this Agreement shall commence on August 01, 2020 and shall continue in full force and effect until September 30, 2021. Thereafter, this Agreement shall automatically renew annually for an additional one (1)

year term without the necessity of any action by the parties.

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

SECTION 3 SERVICES

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

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

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

SECTION 4 PAYMENTS

4.01 *Rate of Payment.* The Assessment Entity shall pay the County for Tax Collection Services at a rate of Five Hundred Dollars ($500.00) per year, and Three Dollars ($3.00) per non-exempt

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

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

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

SECTION 5 REMITTANCE OF COLLECTION

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

SECTION 6 ADMINISTRATIVE PROVISIONS

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

6.02 *Assessment Entity Records.* The Assessment Entity agrees to transfer to the possession and control of the County, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. These records shall include all assessment records, including assessment rolls or records available to the Assessment Entity, as required by the County Tax Assessor Collector.

6.03 *Surety Bond.* If the Assessment Entity requires the County to obtain a surety bond for the Tax Assessor Collector, the Assessment Entity agrees to pay the premium for such bond.

6.04 *Audits.* The County, upon reasonable notice, agrees to allow an audit of the assessment records at a mutually convenient time. A copy of the audit results shall be furnished to the County. The Assessment Entity will pay the cost of the audit.

6.05 *Deposits of Taxes.* The County agrees to deposit assessments collected under this Agreement into such depository as is designated by the Assessment Entity in writing.

6.06 *Assessment Entity Contacts:* The name, phone number, and e-mail address of a person who can answer taxpayer's questions about the Assessing Entity and assessments will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement. The name, phone number and e-mail address of a person who can answer the Tax Assessor Collector, or their staff, questions relating to the fund transfers, and other operational topics will be provided to the Collin County Tax Assessor-Collector within ten (10) business days from the execution of this Agreement.

SECTION 7 CORRECTED BILLING SERVICES

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

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

SECTION 8 REFUNDS

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

SECTION 9 MISCELLANEOUS PROVISIONS

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

THE ASSESSMENT ENTITY SHALL HOLD THE COUNTY FREE AND HARMLESS FROM ANY OBLIGATION, COSTS, CLAIMS, JUDGMENTS, ATTORNEYS' FEES, AND

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

9.02 *Controlling Law.* This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas. Exclusive venue for any action taken relative to this Agreement shall be in Collin County.

9.03 *Sovereign Immunity.* It is expressly understood and agreed that, in the execution of this Agreement, neither the County nor Assessment Entity waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.04 *Amendments.* This Agreement shall not be amended or modified other than in a written Agreement signed by the parties.

9.05 *Notices.*

(a) Except as otherwise provided in this Agreement all notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, with proper postage prepaid or when delivered in person.

(b) All communications provided for in this Agreement shall be addressed as follows:

(ii) if to the County, to:

County Judge
Chris Hill
Collin County
2300 Bloomdale Rd., Suite 4192
McKinney, Texas 75071

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

(ii) if to the Assessment Entity, to:

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

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

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

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

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

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

9.10 *Captions.* The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

9.11 *Obligations of Condition.* All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

9.12 *Exclusive Right to Enforce This Agreement.* The County and the Assessment Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

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

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

COLLIN COUNTY, TEXAS
Judge Chris Hill

By: _____
Title: County Judge of Collin County

Date:_____

Hurricane Creek Public Improvement District Major Improvement Area
Jim Proce

By: _____
Title: City Manager, City of Anna

Date:_____

COLLIN COUNTY, TEXAS
Kenneth L. Maun, Tax Assessor Collector

By: _____
Title: Tax Assessor Collector of Collin County

Date:_____

Item No. 8.j.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Greg Peters

AGENDA ITEM:
Approve a Resolution authorizing the City Manager to execute an Interlocal Agreement by and between the City of Anna and the City of Melissa for the purchase of unused water from the City of Melissa's take or pay minimum water supply. (Director of Public Works Greg Peters)

SUMMARY:
The City of Anna and the City of Melissa are both members of the Collin Grayson Municipal Alliance, which contracts with the Greater Texoma Utility Authority for the operation, maintenance, and supply of public drinking water from the North Texas Municipal Water District.

The City of Anna is growing in both size and population. As such, Anna now requires more water supply than the take or pay minimum volume as defined in the GTUA contract.

By purchasing unused portions of the other CGMA's take or pay minimum water supply, the City of Anna is not required to increase its take or pay minimum volume. Keeping our take or pay minimum volume flat for as long as possible allows Anna to keep our contract purchase requirements low while still receiving the volume of water required for the community.

In addition, this buy-sell agreement benefits the other CGMA cities as it allows them to sell Anna the water they are not using, but are paying for.

This Interlocal Agreement benefits both cities and does not negatively impact either City. The additional water supply Anna is able to access through this agreement is critical to the ability of the City to provide adequate water volumes to the community.

The Interlocal Agreement is attached as Exhibit A. The City of Melissa previously approved the agreement, and their resolution is attached as Exhibit B.

Approval of this resolution will authorize the City Manager to execute the ILA, and authorize the payment to the City of Melissa for the volume of water purchased.

Staff recommends approval of this item.

FINANCIAL IMPACT:

The Interlocal Agreement allows the City of Anna to purchase the unused portion of the City of Melissa's take or pay water supply at the same rate Anna pays for water from GTUA. This has no negative or positive financial impact, as the rate is consistent with Anna's regular water purchases.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Res Anna Melissa ILA for Water Purchase
2. Exhibit A - Anna-Melissa ILA - MT-P Water Exchange
3. Exhibit B - Melissa Resolution #20-02 GTUA Agreement - Sale of excess water to Anna

APPROVALS:

Greg Peters, Director of Public Works	Created/Initiated - 8/20/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ANNA AND THE CITY OF MELISSA FOR THE PURCHASE OF A PORTION OF THE CITY OF MELISSA'S CONTRACT MINIMUM WATER SUPPLY THROUGH THE GREATER TEXOMA UTILITY AUTHORITY; AND FURTHER AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO THE CITY OF MELISSA FOR THE PURCHASE OF SAID ADDITIONAL WATER SUPPLY AS SET FORTH IN THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna and the City of Melissa are both members of the Collin Grayson Municipal Alliance; and

WHEREAS, the Collin Grayson Municipal Alliance has a contract with the Greater Texoma Utility Authority for the purchase of water with agreed upon take or pay minimum volumes for each City; and

WHEREAS, the City of Ana is growing in both size and population, which is increasing the demand for water within the City; and

WHEREAS, it is in the public interest for the City of Anna to purchase a portion of the City of Melissa's unused take or pay minimum volume in order to supply the City of Anna with the volume of water required to serve the public; and

WHEREAS, the purchase of a portion of the City of Melissa's unused take or pay allows the City of Anna to prevent the automatic increase to their contractual take or pay minimum volume; and

WHEREAS, the Interlocal Agreement is attached hereto as Exhibit A;

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. **Approval of Interlocal Agreement and Authorization of Payment**

The City Council of the City of Anna, Texas hereby approves the Interlocal Agreement attached hereto as Exhibit A and authorizes the City Manager to execute the Interlocal Agreement and approve payment for the purchase of a portion of the City of Melissa's take or pay minimum volume of water;.

PASSED AND APPROVED by the City Council of the City of Anna, Texas and to be effective this 25th day of August 2020.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND THE CITY OF MELISSA, TEXAS FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE SELLING CITY'S MINIMUM TAKE OR PAY OBLIGATION UNDER THE GTUA-CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE WATER SUPPLY CONTRACT

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and **CITY OF MELISSA, TEXAS,** a Texas General Law City hereinafter referred to as "Melissa", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Melissa are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Melissa to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum take-or-pay amount (MT-P) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year 2018-2019 ended July 31, 2019 as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MT-P; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Take or Pay Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MT-P and Anna is willing to purchase said unused portion of the minimum MT-P as defined in this agreement and detailed in "Exhibit A" thus allowing Van

Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MT-P for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the October 31, 2019 memorandum titled "Sale of GTUA-CGMA Minimum Take or Pay to Participant City" attached hereto for reference and labeled "Exhibit A".

NOW, THEREFORE, ANNA and MELISSA, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I.
TERM

This Agreement shall apply to the NTMWD water year ended July 31, 2019 and shall be executed and consummated in full between October 1, 2019 and January 31, 2020 and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

II.
AGREEMENT

The Cities agree that MELISSA shall transfer 796,000 gallons (796.0 one thousand gallon increments) of MT-P water to ANNA for the water year ended July 31, 2019 and ANNA shall remit to MELISSA a payment for said transfer of MT-P at the rate of $1.72 per thousand gallons totaling in the sum of $1,369.55 as payment in full for said portion of MELISSA's MT-P. Following execution of this agreement, MELISSA shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed on or before January 31, 2019, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction by the stipulated date.

III.
RESPONSIBILITIES OF THE PARTIES

1. The respective City Councils of ANNA and MELISSA shall each approve an interlocal agreement authorizing the sale / purchase of MT-P as described herein and further detailed in the attached Exhibit A.
2. MELISSA, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced gallons of MT-P water detailed above in Section II and in the stipulated amount.

3. ANNA shall remit to MELISSA the above stated payment for the transferred MT-P within twenty (20) working days of the receipt of referenced invoice.

4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum take or pay to which this agreement refers shall be entitled to verification subject to said verification being completed prior to the submission of the invoice referenced in item III – 2

above. Should GTUA verification indicate a different volume of minimum take or pay than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum take or pay prior to the invoicing and payment phase (item III – 2 & 3 above).

IV.
TERMINATION

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Anna and MELISSA herein recognize that the continuation of any contract after the termination of this agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this agreement, or should either City fail to execute this agreement, there shall be no further commitment hereunder.

V.
RELEASE AND HOLD HARMLESS

Anna and Melissa, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, Anna and Melisa agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI.
AUTHORITY TO SIGN

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

IX.
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

X.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XI.
INTERPRETATION OF AGREEMENT

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

XII.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII.
SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

By: _____
Jim Proce
City Manager

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF MELISSA, TEXAS

Date: _____

By: _____
Jason Little
City Manager

APPROVED AS TO FORM

_____
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, _____ of the **City of Anna, Texas,** a Texas Home-Rule Municipal Corporation, on behalf of said municipality.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, _____, of the **City of Melissa, Texas**, a Texas General Law City, on behalf of said municipality.

_____
Notary Public, State of Texas

Exhibit A

Attach copy of October 31, 2019 memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: Sale of GTUA-CGMA Minimum Take or Pay to Participant City

DONALD E. PASCHAL, JR.

904 Parkwood Court McKinney, TX 75070 Tel. & FAX 972.529.1325
email: don@paschalconsulting.com

To: CGMA City Managers

Subject: Sale of GTUA-CGMA Minimum Take or Pay to Participant City

Date: October 31, 2019

Only Anna used water in excess of their required GTUA-CGMA minimum take or pay (MT/P) through the North Texas Municipal Water District (NTMWD) agreement for the water year ended July 31, 2019. Based on prior year precedents, a member City may acquire a portion of the MT/P from other CGMA member Cities at an agreed price. If there were no other source of water, the price would be the standard CGMA-GTUA price based on the MT/P, unless the purchasing city had exceeded its MT/P. In the case of Anna, however, the City has exceeded their MT/P. Once a city exceeds their MT/P for any year, they have the right by contract to acquire additional water under the NTMWD excess rate for the applicable water year, or, they can choose to shift some of the consumption to the GTUA-CGMA meter to use some of the other cities Minimum Take or Pay (MT-P) if the cost were sufficiently attractive and in so doing can reduce their potential succeeding year MT-P thus reducing monthly minimum while maintaining the potential for subsequent year excess use savings or further acquisition of other CGMA city's unused MT/P. Since the 2015 water year, Melissa and Anna had both exceeded their MT/P, but for 2019 only Anna exceeded the MT/P thus affording them the option of buying NTMWD water at the excess water rate or other CGMA members unused MT/P until it is exhausted and then pay for water beyond the combined Anna and purchased MT/P at the excess rate level The excess water rate is the easiest cost option to understand and to calculate; additionally, it has generally been the methodology used in the buy-sell agreements since the 2015 water year. This buy-sell action has allowed other CGMA Cities using less than the MT/P the opportunity to recoup a portion of the MT/P water cost paid during the water year and allowed the buying City to keep a lower MT/P.

For the recently completed 2019 water year (ended July 31, 2019) only Anna exceeded their MT/P sufficiently to purchase 100% of the other three city's (Van Alstyne, Melissa, and Howe) unused MT/P. The details of the proposed transaction are provided below; the explanation and process are intended to be as simple as possible. The basic concept is that three CGMA Cities (Van Alstyne, Melissa, and Howe) sell their unused portion of their MT/P to another user Cities exceeding its respective MT/P at an agreed price that provides benefits to both seller and buyer. The following summary is an update of the similar / same document / transaction from last year with minor tweaks as noted.

This program is not regulated or controlled by GTUA, but is purely an agreement among CGMA participating cities for the benefit of the participants. MT/P obligations are paid by all cities in equal monthly payments beginning in October and concluding in September of each budget year for the MT/P as set for the water year beginning August 1 of each year. Participation in this program is not a requirement, but a choice that each participant determines independently. However, the purpose is:

1. To allow selling Cities to recoup a portion of the funds already spent for their required MT/P; and
2. To provide a mechanism for purchasing cities to pay for water actually used which then allows them to keep their respective MT/P at a lower level.

While this process is not managed by GTUA, it's staff does use the results to adjust and maintain each City's MT/P at the lowest possible levels; it is noted that this process is supplemental to NTMWD and GTUA and since neither regulate this process, the cities of CGMA are able to have a mechanism through which to moderate the otherwise higher growth that would occur in MT/P thus keeping individual and group Minimum annual water take to lower levels. As this process is continued in future years, it has the potential to be of benefit to all participants.

Background:

- **Minimum Take or Pay / City** - CGMA City MT/P: The base MT/P water purchase for the 2019 water year (minimum contract provision that the GTUA-CGMA system has with NTMWD for water) was a total of 761,555,000 gallons of water annually (MT/P amount) which represents 761,555 one-thousand gallon increments (K gals). Each CGMA City is responsible for the lesser of 59,312.5 K gals or the previously set higher MT/P based on use plus pumping and related cost). Once all four CGMA Cities reach the MT/P, or when any combination of cities exceed the total CGMA MT/P volume for the subject water year, the excess water is charged to that respective City or Cities at the cost then in effect for excess volumes (plus proportionate pumping and related costs) over the 59,312 K gallon volume which was the initial responsibility of each City, but may have risen in higher use city's. A blend of the base rate and the District excess water rate would allow the cities to acquire water at a rate that exceeds the excess water rate for users exceeding the MT-P but less than the base rate while the cities using less than their MT/P would recoup a portion of the MT/P base rate that they paid during the fiscal year. It is noted that when the MT/P is exceeded by any individual City, a new MT/P is established for the subsequent year. By acquiring unused MT/P, the purchasing cities are allowing the selling cities to recoup a portion of the cost they paid during the water year for their obligated MT/P. Additionally, this intra CGMA buy-sell arrangement helps to reduce the total buying City MT/P and keeps the entire CGMA MT/P at the lowest possible level. While this concept will cease to provide major benefits when all CGMA participants are using their MT/P, staff is reviewing the potential of preserving the concept for buying – selling MT/P in small to moderate increments in future CGMA rate and MT/P programs.

- **2018-2019 water year take** - For the recently ended water year, only took all of their respective full MT-P water, that being Anna who took 339,960.75 K Gallons, well above their MT/P. Melissa took all but 796 K gallons which was 99.8% of their MT/P. From all indications, Anna and Melissa will continue a strong development trend and are expected to continue to take volumes equaling or exceeding their MT/P for future years. Van Alstyne took 77.7% of their MT/P using water for the entire water year. Van Alstyne growth is positive and coupled with some water system management is fully expected to take all (or more) than the MT/P in the new, 2019-20, water year having started with by far their largest month ever in September. Howe did not take any water year during the 2019 water year as actual use, although a small amount (2452.75 K gallons) is allocated to each city for overall system maintenance, meter discrepancy, and lost or unaccounted for water. Howe is now working on planning and subsequent system adjustments which should allow them to begin taking water from late in the water year to the early part of the subsequent water year. During the 2019 water year, ground water sources continued to provide a significant portion of the water used by Anna, most of the water used by Van Alstyne, and all of Howe's water. Ground water will continue to be used by these cities in the 2020 water year, but as a decreasing % over several years. It is expected that surface water will be used to accommodate growth and gradually replace small, but increasing percentages of ground water in subsequent years as ground water is slowly depleted (note: careful management of the aquafers may stabilize supplies and allow the use of some base level

of ground water for many years thus, extending the useful and economic life of many CGMA Cities' wells for decades for some potable water as well as for irrigation purposes.

- **Break out of Maintenance Water** – in 2018 (past water year), total unaccounted for water was a negative value showing the system gained a small amount of water, probably a meter reading timing discrepancy, since in the just completed 2019 water year, 9,811 K was unaccounted for; this includes all water used for flushing the main, maintenance, meter reading timing, and / or lost and unaccounted for water. It is noted that the volume of flushing / maintenance water does not vary greatly from year to year and is typically fairly constant in the range of 10,000 to 15,000 K Gallon units, although as noted above, the unaccounted-for water declined. Much of this lost water has been due to the necessity to flush the northern portion of the CGMA transmission main since the two north most cities had not used sufficient water to maintain chlorine levels. Van Alstyne's much higher use seems to have reduced the amount lost to flushing.

- **Historical Practice and Buy-Sell Rate Calculation** – A blended rate methodology has been used to establish the buy-sell rate for several years. The blended rate is based on the average of the base and excess rates. For the recently completed 2019 water year, the standard rate / K gallons was $2.97 and the excess water rate was $0.47 / K gallons. These water rates and the blended calculation are illustrated below. It is noted that the using cities have all been invoiced for the McKinney Pass-through Agreement charges and the GTUA pumping and administrative charges. In the future, once all cities are taking water at MT/P levels, the water rates are expected to be structured to incorporate all related cost of delivering water including a share of GTUA administrative cost, system maintenance cost, and operational cost (power and similar operational costs) so that the charging methodology reflects the aggregate cost of a thousand gallons of water thus assuring simplicity of invoicing and that water costs are paid in an equitable share of costs. Debt Service will be the only item of system cost not currently anticipated to be included in the water cost per thousand gallons. Once the Debt Service cost is fully transitioned from equal ¼ shares to proportional, the concept can be revisited so that debt service cost can be included with the water use invoice if deemed to be the best practice.

- **System Concept Objective of Buy-Sell** - The current main issue to be determined is if the non-users or under-users wish to recoup a portion of the water cost they have already paid during the water year although this concept has become generally accepted by all and could be formalized as part of the future water contracts for participants. Thus, at this time, the buy-sell agreements only address the price of the bought or sold potable water. It is noted that in past years both Melissa or Anna would have paid a lesser rate under the excess water calculation than through the blended rate methodology, however, the blended rate has helped keep both the Anna and Melissa MT/P somewhat lower, thus providing a benefit. For the recently completed 2019 water year, only Anna used more than the required MT/P and in fact used all the under-using participants MT/P and beyond. This is the first year of the buy-sell concept that Melissa has not been a buyer and the first year that Anna is the only buyer. This would seem to indicate that the continued use of this concept could be a slight positive for all participants in future water years.

- **Continuation of Historical Calculation** Methodology - It is proposed that the same rate methodology be applied to the 2019 buy-sell agreements as was used in the prior years although various calculations (lost water for example) have gradually been enhanced to standardize the methodology and better explain the concepts.

- **Cost Calculations for 2018-19 Water Year** - The cost calculations for the above described Buy-Sell of MT/P is being based on prior years practice. For 2019 Water Year, the base NTMWD

Customer City rate was $2.97 / K gal and the excess water rate 0.47/ K gal; the blended rate is $1.72 / K gal. The rate is an average of the normal CGMA Customer City rate and the NTMWD Customer City Excess Water Rate for 2019 as illustrated below:

2019 customer rate data

Entities	CGMA MT/P water / 1000 GPD	Melissa Excess Water	Blended Average
rates	$2.97	$0.47	$1.72

It is noted that even though only one city (Anna) exceeded its MT/P, the total CGMA MT/P again set a new high at 792,226 K gallons, thus raising the aggregate MT/P for the subsequent year (2019-20) by 30,671 K gallons (believed to be the final, reconciled adjustments by NTMWD and / or GTUA).

- **2019 Water Compared to MT-P** –Since the volume of excess water to be purchased for the recently completed 2019 water year exceeded the full MT/P of all three selling cities, the proration is technically a moot point for 2019, but as a technical matter, the proration amount for buy-sell agreements is 100% of the collective unused MT/P. In summary, the purchasing city (Anna) will be acquiring the full amount of the selling cities un-used MT/Ps. Additionally, this practice actually encourages a City with other options (could be separate surface source like Melissa or available well capacity like Anna) to use a portion of the CGMA Cities MT/P by allowing that City to preserve other sources of water or to keep their MT/P lower **Calculation of the proportionate share of unused MT-P to be sold is as follows:**

Proportionate Share Use: MT-P available to be sold to Excess use City for 2019 water year:

MT-P	Anna	Melissa	Van Alstyne	Howe
MT-P water (all in K gallons)	239,032	403,845	59,312.5	59,312.5
Total water Used	339,960.75	403,048	46,763.75	2,452.75 All charged equal maintenance & flushing
Unused (after maintenance Adjust)	NA	796	12,549	56,860
Excess water use over MT/P (after adj)	100,929	NA	NA	NA
Excess water to be purchased by excess MT-P cities	70,205	NA	NA	NA
Unused water to be offered for sale to excess MT/P cities	NA	796	12,549	56,860

Note in various years the un-used MT/P water has been more than Buyers excess use could absorb, in other years the full un-used can be absorbed. Recognizing this reality:

A. It is expected that the amount that can be sold in future years will continue to decline, except if a major user were to terminate operations or economic circumstances caused a major drop off in some cities by not others. Any long-range continuation of the buy-sell concept will need to recognize such situations.

B: In past years, if the total unused was less than the excess use by buying city(s), the amount for each seller was equally divided by the number of purchasers; if the total unused was less than the excess use:

1. If only one purchasing city, the amount to be sold-purchased was 100% of the amount available.

2. If there were multiple purchasing cities, the amount to be sold, per seller) was proportioned based on the ratio of the purchasing city total take to the total of all CGMA cities; in the future, this may be adjusted to equal purchases or proportionate purchase of unused water.

- **Applying concept to the 2019 water year results in the following calculation:**

2019 Proposed MT-P Sale Amt (apportioned as noted above) to buyer City

Item	Melissa	Van Alstyne	Howe
K gallons offered for sale / purchase	796	12,549	56,860
Total amount of sale by / purchase @ $1.72 / K gal from	**$1,369.55**	**$21,583.85**	**$97,798.77**

2019 Proposed MT-P Purchase Amt

Item	From Melissa	From Van Alstyne	From Howe
Anna: Purchase K Gallons	796	12,549	56,860
Purchase $ amount	**$1,369.55**	**$21,583.85**	**$97,798.77**

Thus, the total purchase of unused MT/P by Anna is $1,369.55 from Melissa, $21,583.85 from Van Alstyne, and $97,798.77 from Howe resulting in a grand total purchase of un-used MT/P purchase of $120,752.17.

Implementation of Sale / Purchase:

- **Buying City Actions** - Anna may purchase from each of the other three CGMA Cities (Melissa, Van Alstyne, and Howe) the above calculated portion of the Van Alstyne and Howe unused CGMA MT/P for the 2019 water year. Should Anna not purchase the unused MT/P, it will then be billed by GTUA for excess water used and will have a larger subsequent year MT/P.

- **Selling City Actions** – Melissa, Van Alstyne and Howe may agree to sell their respective un-used MT/P volume to Anna at the agreed rate of $1.72 per K gallons as illustrated in the above table. Under this scenario, Anna would pay the totals shown above equaling an aggregate of $120,752.17 assuming each selling City chooses to sell their unused MT/P the purchasing City).

Process / Steps:

1. GTUA has verified the volumes from NTMWD billings; the above is believed to be the final, reconciled calculations as of October 31, 2019.
2. Each selling City may adopt a Resolution authorizing an inter-local agreement to sell the above noted MT/P to the buying City(s) at the agreed rate.
3. Each Buying City may adopt a Resolution authorizing an inter-local agreement to purchase the above noted MT/P from the respective Selling City(s) at the agreed rate.
4. An inter-local agreement will be attached to each of the Resolutions noted in items 2 & 3 detailing the provisions of the sale / purchase between the selling CGMA Cities and the purchasing Cities.
5. Following approval of Resolutions and execution of the inter-local agreements, the selling Cities will forward an invoice to the buying City(s); this will then trigger the Buying City(s) payment to the respective Selling City for the agreed purchase. This can be completed by late 2019 or early 2020 as the respective Cities complete authorization of the stipulated Resolutions and Inter-local Agreements.
6. Consultant will draft the respective Resolutions and inter-local agreements similar to the documents used in 2018 for use by the Cities.
7. It is suggested that this document be attached as a reference document to the inter-local agreement to help clarify the concept and to serve as a future reference.
8. Additionally, GTUA will invoice Anna for any use over their 2019 MT/P plus the unused MT/P purchased from the cities not using their MT/P at the excess water rate plus pumping fees.

CITY OF MELISSA, TEXAS **RESOLUTION NO. 20-02 (R)**

A RESOLUTION RELATED TO AN INTER-LOCAL AGREEMENT BETWEEN THE CITIES OF MELISSA AND ANNA UNDER WHICH THE CITY OF MELISSA AGREES TO TRANSFER A PORTION OF ITS CONTRACTUAL MINIMUM TAKE OR PAY WATER OBLIGATION WITH THE GREATER TEXOMA UTILITY AUTHORITY TO THE CITY OF ANNA IN EXCHANGE FOR AN AGREED PAYMENT FROM ANNA AND AUHORIZING THE EXECUTION AND ADMINISTRATION OF SAID INTER-LOCAL AGREEMENT

WHEREAS, the City of MELISSA has previously authorized and executed agreements with the Greater Texoma Utility Authority for a surface water supply system to be planned, funded, constructed, and operated by GTUA, including the payment of monthly minimum take or pay water purchase provisions necessary to fund said water transmission system and purchase of potable water; and

WHEREAS, the City of MELISSA has chosen to not accept delivery of a portion of the agreed minimum take or pay water through the end of the 2019 water year (ended July 31, 2019) and desires to transfer a portion of its obligated minimum take or pay for said 2019 water year to the City of Anna for consideration detailed in an inter-local agreement; and

WHEREAS, the City of Anna has indicated interest in purchasing a portion of the City of MELISSA's minimum take or pay for the water year ended July 31, 2019 as explained in a report memorandum to the City Managers / Administrators of the Cities of Melissa, Anna, Van Alstyne and Howe dated October 31, 2019 by Donald E. Paschal, Jr., consultant to said cities, which report memorandum is attached to said Inter-local agreement as "Exhibit A"; and

WHEREAS, it is acknowledged that a companion or similar agreement is contemplated between the Purchasing CGMA-GTUA City of Anna and the Selling CGMA-GTUA Cities of Melissa, Howe and Van Alstyne.

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

SECTION 1: The City Council of the City of MELISSA authorizes the execution by the City Manager or Mayor of the attached Inter-local agreement with the City of Anna for the terms detailed therein providing for the following:

A. Transferring a portion of MELISSA's GTUA required minimum take or pay to Anna as provided for in the attached Inter-local Agreement.

B. Invoicing Anna for the agreed portion of the 2019 water year minimum take or pay.

C. Accepting Payment from Anna as provided for in the attached Inter-local agreement.

SECTION 2: It is specifically provided that the participating cities shall have the right to verify quantities of water with the GTUA prior to final consummation of the attached agreement.

Upon motion of Jay Northcut, seconded by Craig Ackerman, the above resolution was approved by the City Council of the City of Melissa at its meeting held this 12th day of November 2019, by the following vote:

__7__ AYE __0__ NAY __0__ ABSTAIN

Reed Greer, Mayor

Attest:

Kacie Galyon, City Secretary

Item No. 9.a.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Ross Altobelli

AGENDA ITEM:
One Two Anna Addition, Block A, Lot 1 Zoning & Concept Plan (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding a request to amend Planned Development-846-2020 located at the northwest corner of U.S. Highway 75 frontage road and White Street (FM 455) in order to incorporate additional land.

2) Consider/Discuss/Action on an Ordinance approving the request to amend zoning of the current planned development to incorporate additional acreage resulting from TXDOT right-of-way abandonment.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, One Two Anna Addition, Block A, Lot 1 associated with the rezoning request.

SUMMARY:
Request to amend the zoning of 50.5± acres located at the northwest corner of U.S. Highway 75 frontage road and White Street (FM 455) in order to incorporate additional land. Zoned: PD-756-2018.

FINANCIAL IMPACT:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. PZ - One Two Anna zoning write-up
2. Agenda Map
3. Aerial View
4. Ordinance- One Two Anna Addition, BL A, Lot 1
5. Exhibit A (Metes & Bounds) PD-846-2020 & new land
6. EXHIBIT B (CP) One Two Anna Addn BL A Lt 1
7. Resolution-One Two Anna Addition, BL A, Lot 1
8. EXHIBIT 1 (CP) One Two Anna Addn BL A Lt 1

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 8/19/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA

Planning & Zoning Commission

August 3, 2020

Zoning & Concept Plan: One Two Anna Addition, Block A, Lot 1

Applicant: Tommy Vilbig

DESCRIPTION:

Request to amend Planned Development-846-2020 located at the northwest corner of U.S. Highway 75 frontage road and White Street in order to incorporate additional land.

REMARKS:

The applicant is requesting to amend the existing zoning to incorporate additional acreage resulting from TXDOT right-of-way abandonment.

The subject property is currently undeveloped. A concept plan, One Two Anna Addition, Block A, Lot 1 accompanies this request as Agenda Item 13C.

History

The property owner, Standridge Companies, acquired 1.4± acres of land from TXDOT due to right-of-way abandonment associated with the U.S. Highway 75 improvements. The proposed development of the tract, Exhibit B, is for an automobile service station and retail store with associated site improvements.

Surrounding Land Uses and Zoning

North	Vacant land zoned Planned Development-846-2020
East	U.S. Highway 75
South	Across White Street, truck stop zoned General Commercial (C-2)
West	Vacant land zoned Planned Development-846-2020

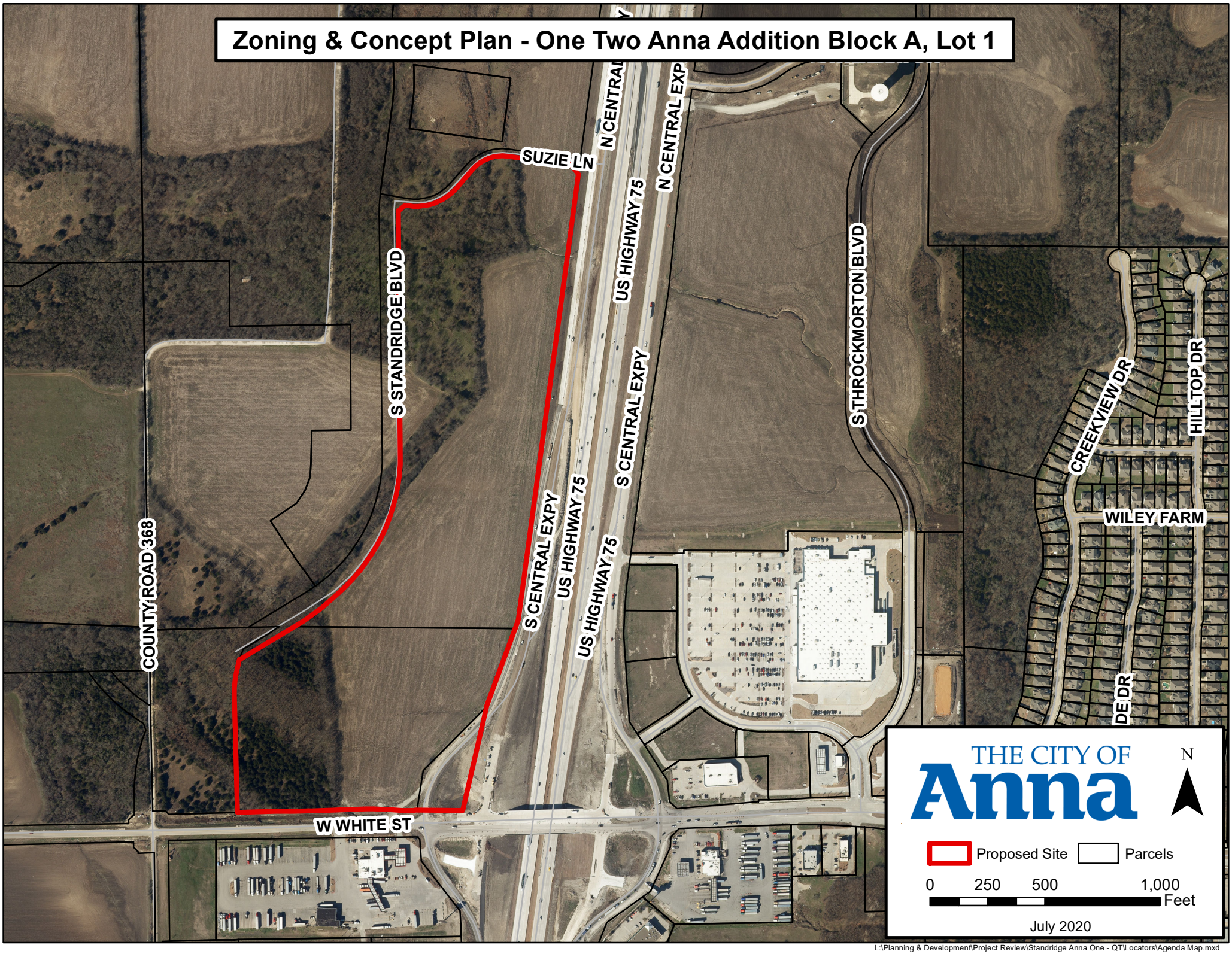
SUMMARY:

Request to amend Planned Development-846-2020 located at the northwest corner of U.S. Highway 75 frontage road and White Street in order to incorporate additional acreage resulting from TXDOT right-of-way abandonment. For these reasons, staff is in support of the rezoning request.

RECOMMENDATION:

Recommended for approval as submitted.

Zoning & Concept Plan - One Two Anna Addition Block A, Lot 1



L:\Planning & Development\Project Review\Standridge Anna One - QT\Locators\Agenda Map.mxd

Existing Planned
Development-846-2020
421
3017
COUNTY ROAD 368
WHITE ST
W WHITE ST
W WHITE ST
W WHITE ST
S CENTRAL EXPY
S CENTRAL EXPY
S CENTRAL EXPY
S CENTRAL EXPY
S CENTRAL EXPY
US HIGHWAY 75
US HIGHWAY 75
US HIGHWAY 75

CITY OF ANNA, TEXAS
(Property rezoned under this ordinance is generally located at the northwest corner of White Street [FM 455] and S Central Expressway [U.S. Highway 75 Frontage Road])

ORDINANCE NO. _____

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.

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

WHEREAS, the City has received a request to amend existing Planned Development-General Business District (PD-C-2-846-2020) to incorporate 1.4± acres of land into Property described in Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said 1.4± acres of land is the result of the Texas Department of Transportation right-of-way abandonment; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Anna ("City Council") 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 has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by incorporating the additional land into the existing Planned Development-846-2020 to create a new concept plan, as depicted in the Concept Plan on the attached Exhibit B.

Section 3. **Official Zoning Map**

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

Section 4. **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 5. **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 day a violation exists is considered a separate offense and will be punished separately.

Section 6. **Publication of the Caption and Effective Date**

This ordinance shall be effective upon its passage by the City Council, approval by the Mayor, 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 25th day of August, 2020.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Nate Pike, Mayor

EXHIBIT A

ZONING DESCRIPTION

BEING a tract of land situated in the Thomas Rattan Survey, Abstract No. 782, and the W.S. Rattan Survey, Abstract No. 752, City of Anna, Collin County, Texas, and being part of a called 81.8447 acre tract described in Special Warranty Deeds to One Anna Two, LTD. recorded in Instrument No. 20070201000151600 and 20070201000151610, Official Public Records, Collin County, Texas, and being part of US Highway No. 75 (a variable width right-of-way) created by Deed to the State of Texas recorded in Volume 655, Page 446, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at the southwest end of a right-of-way clip at the intersection of US Highway No. 75 (a variable width right-of-way) and F.M. Road No. 455 (a variable width right-of-way);

THENCE with the north right-of-way line of said F.M. Road No. 455, the following courses and distances:

South 88°25'18" West, a distance of 212.62 feet to a point for corner;
South 42°37'34" West, a distance of 8.09 feet to a point for corner;
South 88°25'18" West, a distance of 10.51 feet to a point at the beginning of a tangent curve to the right having a central angle of 5°20'30", a radius of 1036.00 feet, a chord bearing and distance of North 88°54'27" West, 96.55 feet;
In a northwesterly direction, with said curve to the right, an arc distance of 96.58 feet to a point at the beginning of a reverse curve to the left having a central angle of 5°27'53", a radius of 1164.00 feet, a chord bearing and distance of North 88°58'10" West, 110.98 feet;
In a northwesterly direction, with said curve to the left, an arc distance of 111.02 feet to a point for corner;
South 88°17'53" West, a distance of 231.32 feet to a point at the beginning of a tangent curve to the right having a central angle of 0°58'55", a radius of 1100.00 feet, a chord bearing and distance of South 88°47'21" West, 18.85 feet;
In a southwesterly direction, with said curve to the right, an arc distance of 18.85 feet to a point for corner;
South 89°16'48" West, a distance of 65.59 feet to a point at the beginning of a tangent curve to the right having a central angle of 0°22'41", a radius of 1100.00 feet, a chord bearing and distance of South 89°28'08" West, 7.26 feet;
In a southwesterly direction, with said curve to the right, an arc distance of 7.26 feet to a point for corner;
South 89°39'29" West, a distance of 66.00 feet to a point for corner;
South 88°17'53" West, a distance of 165.65 feet to a point for the southwest corner of said One Anna Two, LTD. tract and the southeast corner of a tract of land described in Special Warranty Deed to Don Collins, Ted K. Tedford, and Steve Cameron recorded in Volume 5257, Page 4877, Deed Records, Collin County, Texas;

THENCE with the east line of said Collins, Tedford and Cameron Tract, the following courses and distances:

North 1°20'55" West, a distance of 505.70 feet to a point at the beginning of a tangent curve to the right having a central angle of 18°39'00", a radius of 500.00 feet, a chord bearing and distance of North 7°58'36" East, 162.03 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 162.75 feet to a point in the east right-of-way line of Standridge Boulevard (an 80-foot wide right-of-way) for corner;

THENCE with said east right-of-way line, the following courses and distances:

North 59°07'48" East, a distance of 391.38 feet to a point at the beginning of a tangent curve to the left having a central angle of 59°53'49", a radius of 750.00 feet, a chord bearing and distance of North 29°10'54" East, 748.83 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 784.05 feet to a point for corner;
North 0°46'01" West, a distance of 1076.02 feet to a point at the beginning of a tangent curve to the right having a central angle of 1°48'11", a radius of 620.03 feet, a chord bearing and distance of North 0°08'05" East, 19.51 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 19.51 feet to a point at the southwest end of a right-of-way clip for corner;

THENCE with said right-of-way clip, North 50°48'21" East, a distance of 39.85 feet to a point the south right-of-way line of said Standridge Boulevard for corner;

THENCE with said south right-of-way line, the following courses and distances:

South 80°48'39" East, a distance of 12.54 feet to a point at the beginning of a tangent curve to the left having a central angle of 57°41'07", a radius of 230.00 feet, a chord bearing and distance of North 70°20'47" East, 221.91 feet;
In a northeasterly direction, with said curve to the left, an arc distance of 231.56 feet to a point for corner;
North 41°30'14" East, a distance of 110.79 feet to a point at the beginning of a tangent curve to the right having a central angle of 56°06'46", a radius of 170.00 feet, a chord bearing and distance of North 69°33'37" East, 159.92 feet;
In a northeasterly direction, with said curve to the right, an arc distance of 166.49 feet to a point for corner;
South 82°23'00" East, a distance of 281.75 feet to the northeast terminus of a corner clip found at the intersection of said Standridge Boulevard and said US Highway No. 75 for corner;

THENCE with said corner clip, South 37°23'00" East, a distance of 42.43 feet to a point in the west right-of-way line of said US Highway No. 75 for corner;

THENCE with said west right-of-way line, the following courses and distances:

South 7°37'00" West, a distance of 1962.16 feet to a point for corner;
South 20°21'30" West, a distance of 400.57 feet to a point for corner;
South 6°59'15" West, a distance of 407.71 feet to a point at the northeast terminus of a right-of-way corner clip found at the intersection of said US Highway No. 75 and said F.M. Road No. 455 for corner;

THENCE with said right-of-way corner clip South 47°42'16" West, a distance of 51.74 feet to the **POINT OF BEGINNING** and containing bo38 acres or 2,198,638 square feet of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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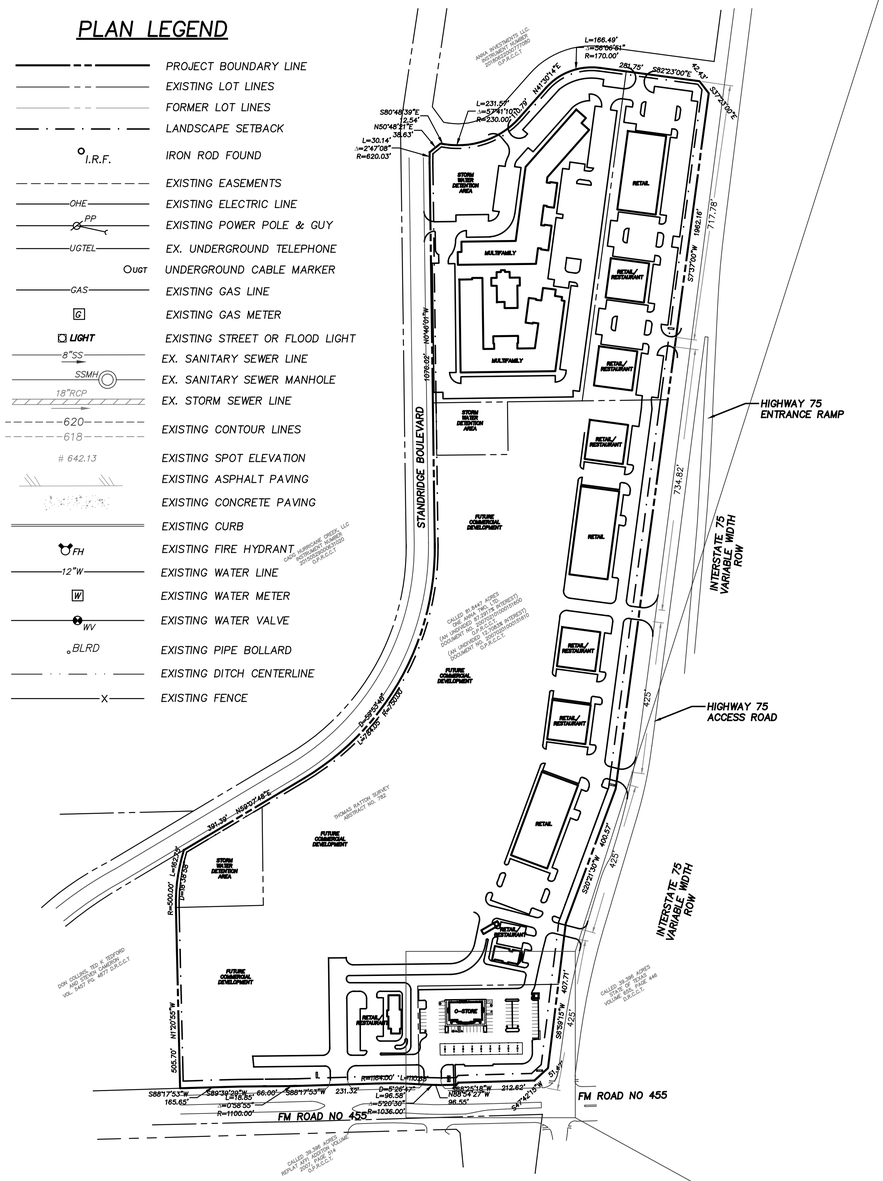
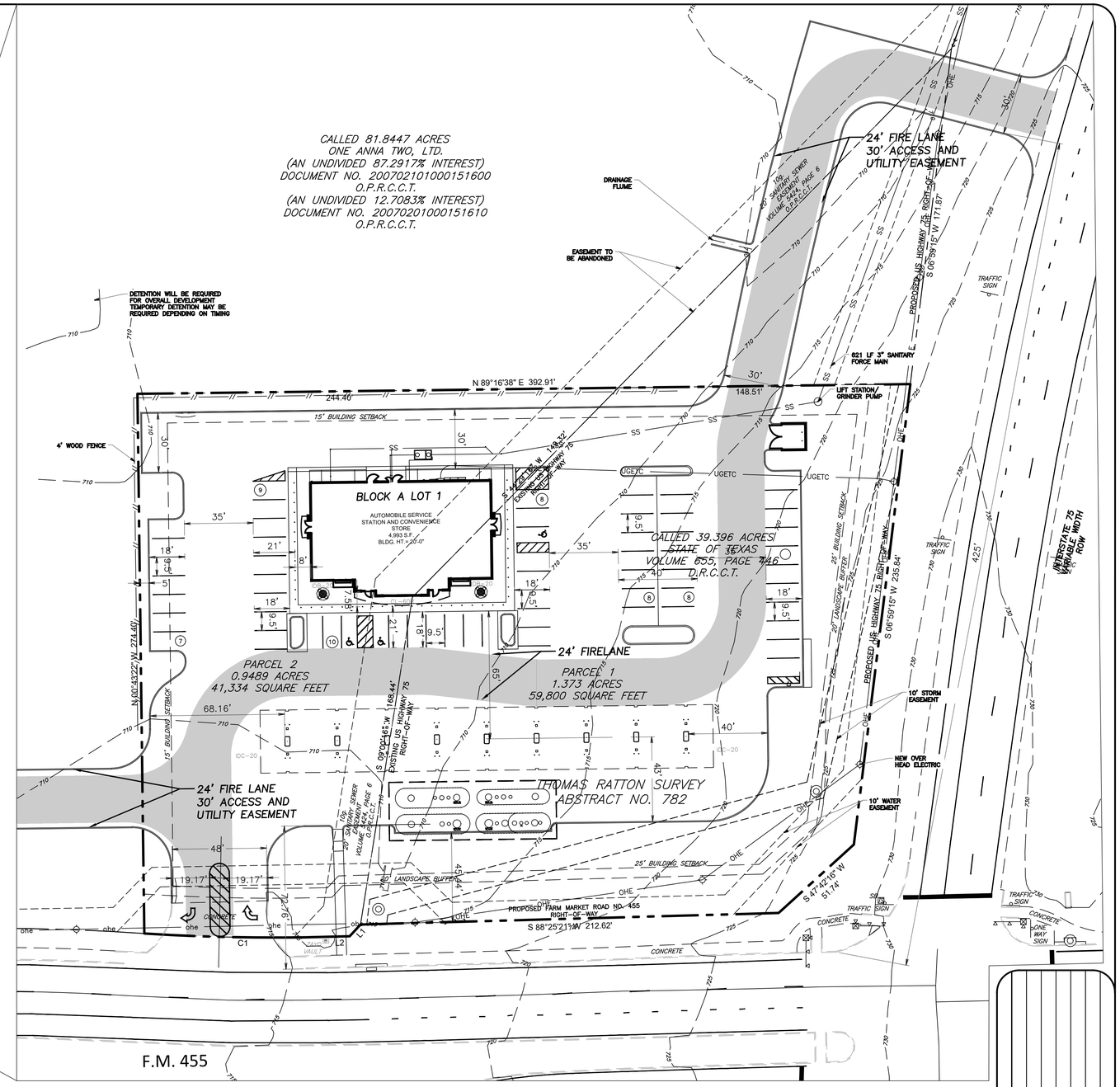
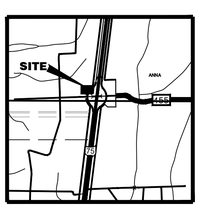
PLAN LEGEND

- PROJECT BOUNDARY LINE
- EXISTING LOT LINES
- FORMER LOT LINES
- LANDSCAPE SETBACK
- I.R.F. — IRON ROD FOUND
- EXISTING EASEMENTS
- OHE — EXISTING ELECTRIC LINE
- PP — EXISTING POWER POLE & GUY
- UGTEL — EX. UNDERGROUND TELEPHONE
- UGT — UNDERGROUND CABLE MARKER
- GAS — EXISTING GAS LINE
- G — EXISTING GAS METER
- LIGHT — EXISTING STREET OR FLOOD LIGHT
- 8"SS — EX. SANITARY SEWER LINE
- SSMH — EX. SANITARY SEWER MANHOLE
- 18"RCP — EX. STORM SEWER LINE
- 620 / 618 — EXISTING CONTOUR LINES
- # 642.13 — EXISTING SPOT ELEVATION
- EXISTING ASPHALT PAVING
- EXISTING CONCRETE PAVING
- EXISTING CURB
- FH — EXISTING FIRE HYDRANT
- 12"W — EXISTING WATER LINE
- W — EXISTING WATER METER
- WV — EXISTING WATER VALVE
- BLRD — EXISTING PIPE BOLLARD
- EXISTING DITCH CENTERLINE
- X — EXISTING FENCE







LOCATION MAP
NOT TO SCALE

0 100' 200' 400' 600'
GRAPHIC SCALE
1"=200'

SITE DATA QT-1916 SITE BLOCK A – LOT 1	
SITE ACERAGE	2.32
ZONING	PD-846-2020 BASE C-1 THOR OVERLAY
CURRENT USE	VACANT
PROPOSED USE	AUTO SERVICE STATION AND RETAIL STORE
FRONT BLD. SETBACK	25'
SIDE BLD. SETBACK	15"
REAR BLD. SETBACK	0'
LANDSCAPE BUFFER IH-75	20'
MAX BUILDING HEIGHT	55'
MAX LOT COVERAGE	50%
MINIMUM LOT WIDTH	100'
MINIMUM LOT DEPTH	60'
MINIMUM LOT AREA	10,000 SQFT

0 15' 30' 60'
GRAPHIC SCALE

APPROVED
August 3, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
August 25, 2020
CITY COUNCIL
CITY OF ANNA

OWNER
STANDRIDGE COMPANIES
15640 QUORUM DRIVE
ADDISON, TEXAS 75001
(214) 363-1998
CONTACT – STACY STANDRIDGE

ENGINEER
Vilbig & Associates, P.L.L.C.
Consulting Engineers & Surveyors
517 W. WOODARD STREET
DENISON, TX 75020
(214) 352-7333
TX Engineering Firm F-5614

CONCEPT PLAN

QT – 1916 ADDITION BLOCK A LOT 1
2.3219 ACRES
ANNA, TX, COLLIN COUNTY
50.4738 ACRES IN THE THOMAS RATTAN SURVEY, ABSTRACT NO. 782, AND THE W.S. RATTAN SURVEY, ABSTRACT NO. 752, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 81.8447 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEEDS TO ONE ANNA TWO, LTD. RECORDED IN INSTRUMENT NO. 20070201000151600 AND 20070201000151610, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF US HIGHWAY NO. 75 (A VARIABLE WIDTH RIGHT-OF-WAY) CREATED BY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 655, PAGE 446, LAND RECORDS OF COLLIN COUNTY, TEXAS

NO.	DATE	BY	DESCRIPTION
1	--/--/--	---	---

REVISIONS

VILBIG & ASSOCIATES, P.L.L.C.
CONSULTING ENGINEERS & SURVEYORS
517 W. WOODARD ST DENISON, TEXAS 75020
(214) 352-7333 www.vilbig.com
TEXAS ENG. FIRM # F-5614 & SURVEYING FIRM # 10033000

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF THOMAS L. VILBIG, P.E., 131154 ON AUGUST 19TH, 2020. IT IS NOT TO BE USED FOR CONSTRUCTION, FINAL BID, OR PERMIT PURPOSES.

ANNA ONE TWO PLANNED DEVELOPMENT

NW Corner of HWY 75 and FM 455
Anna Texas

CONCEPT PLAN

SUBMITTAL #1: --/--/--
SUBMITTAL #2: --/--/--
SUBMITTAL #3: --/--/--
SUBMITTAL #4: --/--/--
DESIGN: TLV DRAWN: TLV
CHECKED: DAV
SCALE: N/A 20'
VA PROJECT NO: 2037-01

SHEET
EXHIBIT B
1 OF 1

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ONE TWO ANNA ADDITION, BLOCK A, LOT 1, CONCEPT 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 9.04 of the Anna City Code of Ordinances ("Zoning Ordinance"); and

WHEREAS, Tommy Vilbig has submitted an application for approval of the One Two Anna Addition, Block A, Lot 1, concept plan;

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 Concept Plan.**

The City Council hereby approves the One Two Anna Addition, Block A, Lot 1, concept plan attached hereto as Exhibit 1.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 25th day of August, 2020.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

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PLAN LEGEND

- PROJECT BOUNDARY LINE
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- LANDSCAPE SETBACK
- I.R.F. — IRON ROD FOUND
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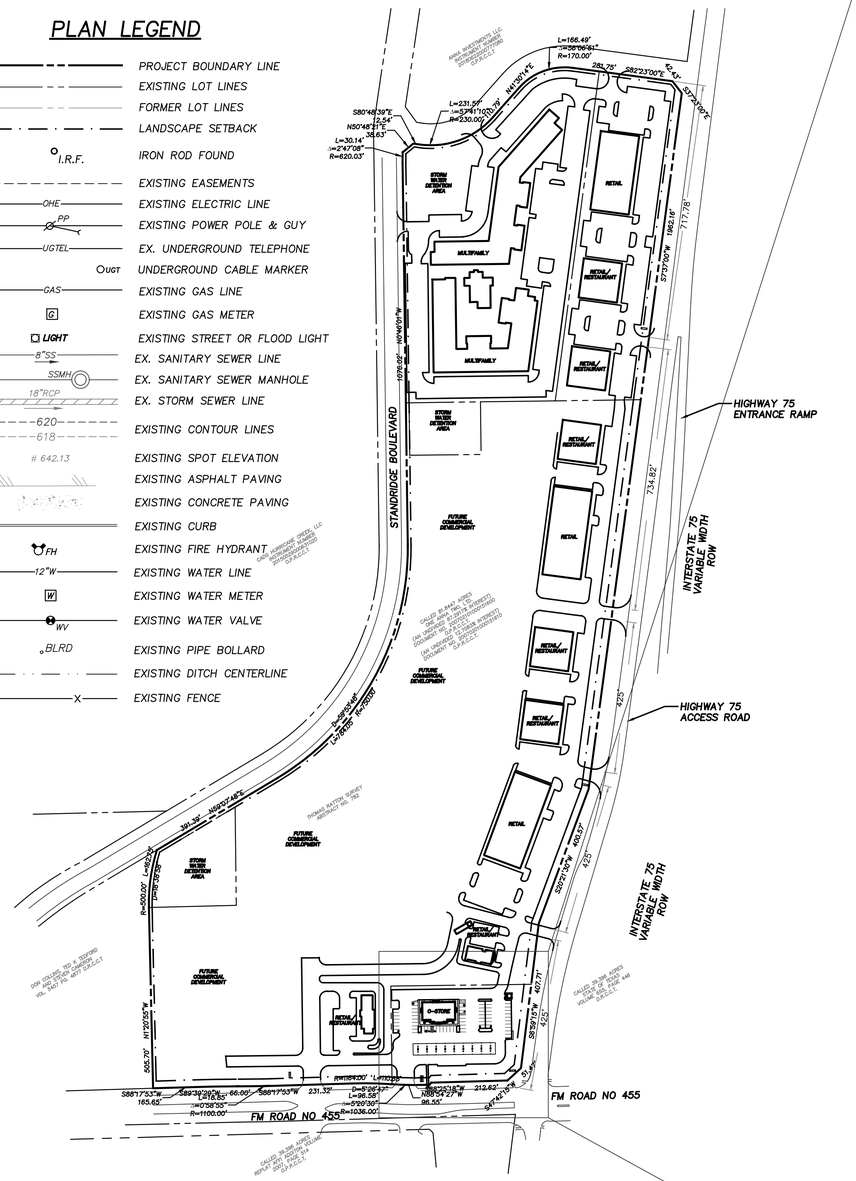
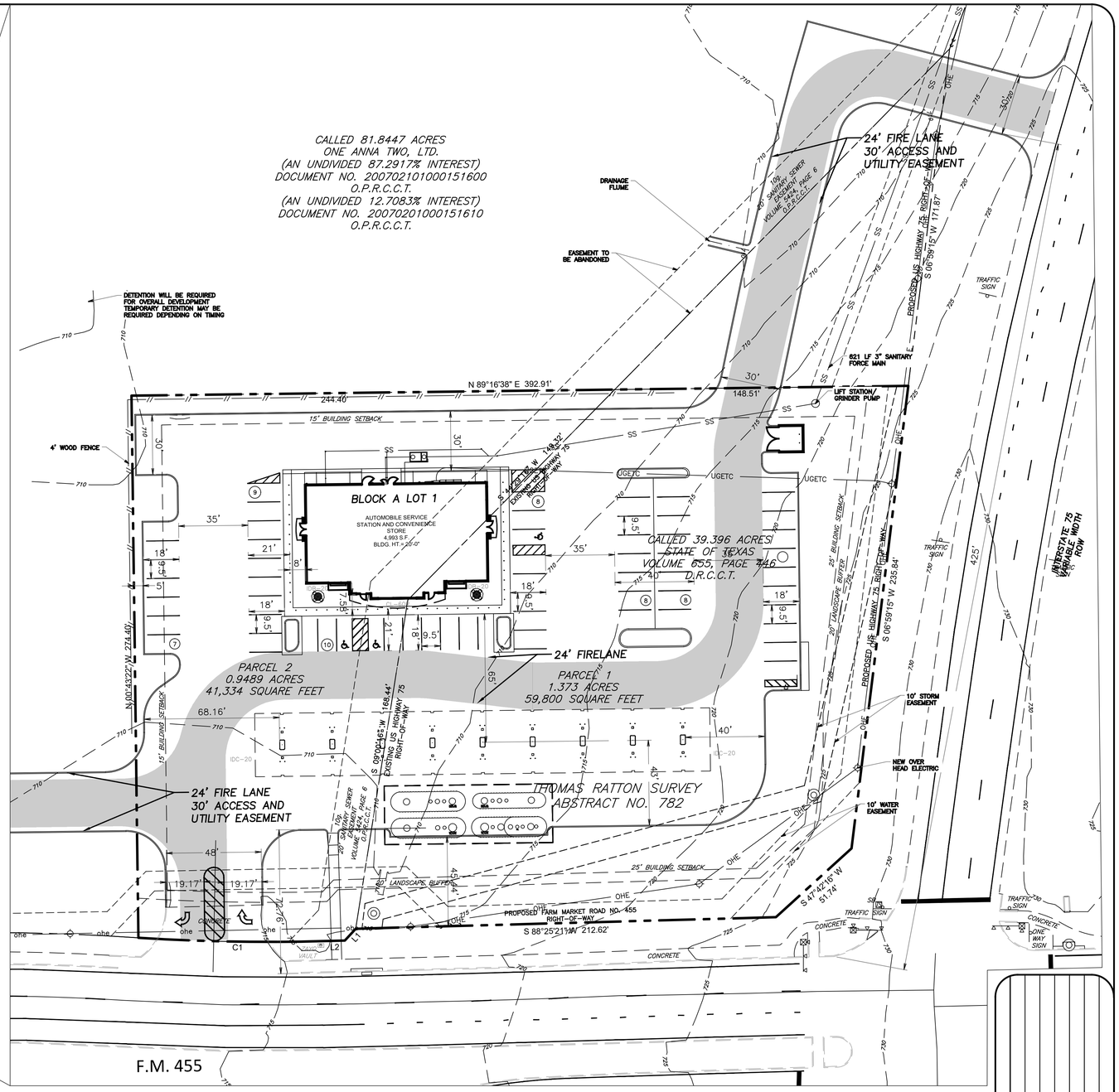
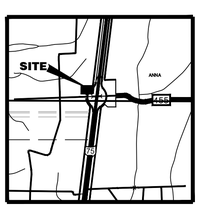
- SSMH — EX. SANITARY SEWER MANHOLE
- 18"RCP — EX. STORM SEWER LINE
- 620 / 618 — EXISTING CONTOUR LINES
- # 642.13 — EXISTING SPOT ELEVATION
- EXISTING ASPHALT PAVING
- EXISTING CONCRETE PAVING
- EXISTING CURB
- FH — EXISTING FIRE HYDRANT
- 12"W — EXISTING WATER LINE
- W — EXISTING WATER METER
- WV — EXISTING WATER VALVE
- BLRD — EXISTING PIPE BOLLARD
- EXISTING DITCH CENTERLINE
- X — EXISTING FENCE







LOCATION MAP
NOT TO SCALE

0 100' 200' 400' 600'
GRAPHIC SCALE
1"=200'

SITE DATA QT-1916 SITE BLOCK A – LOT 1	
SITE ACERAGE	2.32
ZONING	PD-846-2020 BASE C-1 THOR OVERLAY
CURRENT USE	VACANT
PROPOSED USE	AUTO SERVICE STATION AND RETAIL STORE
FRONT BLD. SETBACK	25'
SIDE BLD. SETBACK	15"
REAR BLD. SETBACK	0'
LANDSCAPE BUFFER IH-75	20'
MAX BUILDING HEIGHT	55'
MAX LOT COVERAGE	50%
MINIMUM LOT WIDTH	100'
MINIMUM LOT DEPTH	60'
MINIMUM LOT AREA	10,000 SQFT

0 15' 30' 60'
GRAPHIC SCALE

APPROVED
August 3, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
August 25, 2020
CITY COUNCIL
CITY OF ANNA

OWNER
STANDRIDGE COMPANIES
15640 QUORUM DRIVE
ADDISON, TEXAS 75001
(214) 363-1998
CONTACT – STACY STANDRIDGE

ENGINEER
Vilbig & Associates, P.L.L.C.
Consulting Engineers & Surveyors
517 W. WOODARD STREET
DENISON, TX 75020
(214) 352-7333
TX Engineering Firm F-5614

CONCEPT PLAN

QT – 1916 ADDITION BLOCK A LOT 1
2.3219 ACRES
ANNA, TX, COLLIN COUNTY
50.4738 ACRES IN THE THOMAS RATTAN SURVEY, ABSTRACT NO. 782, AND THE W.S. RATTAN SURVEY, ABSTRACT NO. 752, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A CALLED 81.8447 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEEDS TO ONE ANNA TWO, LTD. RECORDED IN INSTRUMENT NO. 20070201000151600 AND 20070201000151610, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING PART OF US HIGHWAY NO. 75 (A VARIABLE WIDTH RIGHT-OF-WAY) CREATED BY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 655, PAGE 446, LAND RECORDS OF COLLIN COUNTY, TEXAS

NO.	DATE	BY	DESCRIPTION
1	--/--/--	---	---

REVISIONS

VILBIG & ASSOCIATES, P.L.L.C.
CONSULTING ENGINEERS & SURVEYORS
517 W. WOODARD ST DENISON, TEXAS 75020
(214) 352-7333 www.vilbig.com
TEXAS ENG. FIRM # F-5614 & SURVEYING FIRM # 10033000

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF THOMAS L. VILBIG, P.E., 131154 ON AUGUST 19TH, 2020. IT IS NOT TO BE USED FOR CONSTRUCTION, FINAL BID, OR PERMIT PURPOSES.

ANNA ONE TWO PLANNED DEVELOPMENT

NW Corner of HWY 75 and FM 455
Anna Texas

CONCEPT PLAN

SUBMITTAL #1: --/--/--
SUBMITTAL #2: --/--/--
SUBMITTAL #3: --/--/--
SUBMITTAL #4: --/--/--
DESIGN: TLV DRAWN: TLV
CHECKED: DAV
SCALE: N/A 20'
VA PROJECT NO: 2037-01

SHEET
EXHIBIT 1
1 OF 1

Item No. 9.b.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Dan Wood

AGENDA ITEM:
Consider/Discuss/Action on a Resolution for the purchase of medical equipment related to the CARES ACT ambulance. (Interim Fire Chief Dan Wood)

SUMMARY:
On 6/23/2020, the Anna City Council approved the purchase of a transport ambulance utilizing CARES ACT funding. Up-fitting and medical equipment costs for this vehicle were not included in the original agenda item. An additional $95,000 is required to equip the ambulance with a patient stretcher, LifePak 15 resuscitation unit, communications equipment, Lucas CPR device, and other related EMS items. The fire department would like to begin the process of ordering, purchasing, and configuring the necessary equipment in anticipation of the new ambulance's arrival.

This proposal is in alignment with the fire department's internal Strategic Plan and apparatus matrix which defines our vehicle acquisition and replacement schedule through FY 2040.

FINANCIAL IMPACT:
$95,000

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

STAFF RECOMMENDATION:
Approve

ATTACHMENTS:
1. Equipment Resolution for Ambulance_8-25-20
2. Life Pak 15 Batteries
3. Power Load Power Pro Stair Pro

4. LifePak15 Lucas
5. McGrath PO

APPROVALS:

Ray Isom, Fire Chief	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING FUNDING FOR MEDICAL EQUIPMENT, TOOLS, AND ACCESSORIES RELATED TO THE RECENT CARES ACT RESCUE VEHICLE.

WHEREAS, the City Council of the City of Anna, Texas ("City Council") finds that the City of Anna Fire Chief – in furtherance of the Fire Department's purpose of preserving and protecting the public health and safety of the City's residents – has, after extensive research, recommended that the City purchase a Rescue Vehicle ("Transport Ambulance"); and,

WHEREAS, the City of Anna, Texas (the "City") approved the purchase of the ambulance at the meeting held on 6/23/2020; and,

WHEREAS, the City's Financial Policy adopted on September 28, 2010 by Ordinance No. 511-2010 requires that all purchases exceeding $50,000 must be purchased under formal competitive sealed bidding rules or as otherwise permitted by the Texas Local Government Code under Chapters 252 and 271; and

WHEREAS, Section 252.022(a)(2) of the Texas Local Government Code exempts from competitive bidding a procurement necessary to preserve or protect the public health or safety of the municipality's residents; and

WHEREAS, the City's Fire Chief has advised the Council and the Council has found and determined that the purchase of the ambulance to include all related equipment is necessary and essential to preserve the public health or safety of the City's residents; and

WHEREAS, the City Attorney has advised that based on these findings competitive bidding is not required for the purchase of firefighting equipment as it falls under the exemption in Section 252.022(a)(2) of the Texas Local Government Code; 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 Contract Award.

The City Council hereby authorizes the City Manager to execute on its behalf, subject to legal review and approval by the City Attorney, an amount not to exceed $95,000 for the purchase of medical equipment to be primarily utilized on Anna Rescue 1.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 25th day of August 2020.

ATTEST:	APPROVED:
_____	_____
City Secretary Carrie L. Land	Mayor Nate Pike

Purchase Order 28691

Order Date 7/7/2020

City of Anna
PO Box 776
Anna, TX 75409-0776

Issued To	Vend #	2221
Stryker Sales Corporation 2825 Airview Blvd. Kalamazoo, MI 49002		

Ship To
City of Anna PO Box 776 Anna, TX 75409-0776

Item	QTY	Description	Price	Amount
001	1	3 - Life Pak 15 Batterie - Quote # 10216198	881.91	881.91
		TOTAL		**881.91**

Accounting Information	
881.91	30-625-6910

Authorized Signature

Date

Purchasing Quote Form

Purchases of $500-$49,999

Department: Fire Department

Date: 2020 July 7

Submitted by: C. Nelson 6379

Item: Life Pak 15 Batteries

Exemption:

Quote Summary (Attach Supporting Documentation if Required)

Vendor	Quantity	Unit Price	Total Price
Stryker Sales Corporation	3	$293.97	$881.91
Master Medical Equipment	3	$415.00	$1,245.00
AED. US	3	$479.00	$1,437.00

Quotes are required for all purchases over $500. For purchases from $500-$2,999 verbal quotes are acceptable. For purchases from $3,000-$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manger. Additionally 2 HUB's must be invited to quote on purchases exceeding $2,999. Evidence of the invitation must accompany the purchase order.

Comments regarding Quotes or the Exemption claimed

Signature: Cody D. Nelson 6379

stryker

Quick Quote 7/2/2020 12:42 PM

Quote Number: 10216198

Version: 1

Prepared For: ANNA FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: David Atkinson

Email: david.b.atkinson@stryker.com

Phone Number:

Quote Date: 07/02/2020

Expiration Date: 10/04/2020

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	ANNA FIRE DEPT	Name:	ANNA FIRE DEPT	Name:	ANNA FIRE DEPT
Account #:	1336361	Account #:	1336361	Account #:	1336361
Address:	305 S POWELL PKWY	Address:	305 S POWELL PKWY	Address:	305 S POWELL PKWY
	ANNA		ANNA		ANNA
	Texas 75409		Texas 75409		Texas 75409

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3	$293.97	$881.91
			Equipment Total:		$881.91

Price Totals:

Grand Total: $881.91

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Acct# 30-625-6910

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Master Medical Equipment

Menu

Cart

Product:	Physio-Control Lifepak 15 Li-Ion Battery - 21330-001176
Price:	$415.00
Quantity:	3
Subtotal:	$1,245.00

Coupon code

Apply coupon

Update cart

English ▼

Subtotal: $1,245.00

Shipping:

- ◉ Free Shipping
- ○ Ground (UPS): $23.53
- ○ 3 Day Select (UPS): $43.10
- ○ 2nd Day Air (UPS): $56.79
- ○ Next Day Air (UPS): $147.70
- ○ Next Day Air Early AM (UPS): $178.75

Shipping to **Anna, TX 75409.**

Change address

Tax: $0.00

Total: **$1,245.00**

Proceed to checkout →

SUBSCRIBE FOR NEWS AND UPDATES:

0.0 ★★★★★
No rating available

English ▼

WHAT PEOPLE ARE SAYING:

"We have been working with Master Medical Equipment for several years to assist in our capital equipment needs. They are flexible and very easy to work with. The timing and quality have always met our expectations!"

Universal Hospital Services

https://www.uhs.com/

- My Account
- Returns & Refunds
- Security and Storage
- Privacy Policy
- Financing Options
- Net 30 Options

We gladly accept:

3

0.0 ★★★★★

No rating available

English ▼

GSA

DOTmed® Certified

ACCREDITED BUSINESS

BBB Rating: A+

Master Medical Equipment
2345 Dr. F. E. Wright Drive
Jackson, TN 38305
731-554-1223
866-468-9558
Fax: 731-300-3535

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0.0 ☆☆☆☆☆
No rating available

AED.US is following recommended operational guidelines regarding COVID-19 and is fulfilling orders as safely and quickly as possible

Contact us

(https://www.aed.us/)

SEARCH

FREE SHIPPING ON ORDERS OVER $99!

You added Physio-Control LIFEPAK® 15 Lithium-Ion Battery, 5.7 Amp Hour Capacity to your shopping cart.

SHOPPING CART

PROCEED TO CHECKOUT

Estimate Shipping and Tax

Subtotal	$1,437.00
Shipping (UPS - Ground)	$0.00
Order Total Incl. Tax	$1,437.00
Order Total Excl. Tax	$1,437.00

PROCEED TO CHECKOUT

PayPal

VISA mastercard AMEX DISCOVER

ITEM	PRICE	QTY	SUBTOTAL
Ph Ho lite FEPAK® 15 Lithium-ion Battery, 5.7 Amp ttps://www.aed.us/physio-control- n-ion-battery) (https://www.aed.us/physio-	$479.00	3	$1,437.00

(https://www.aed.us/checkout/cart/configure/id/17596/product_id/1126/)

Purchase Order 28541

Order Date 6/22/2020

City of Anna
PO Box 776
Anna, TX 75409-0776

Issued To	Vend #	2221
Stryker Sales Corporation 2825 Airview Blvd. Kalamazoo, MI 49002		

Ship To
City of Anna PO Box 776 Anna, TX 75409-0776

Item	QTY	Description	Price	Amount
001	1	Power Load (for Ambulance) / Power Pro (EMS Cot) / Stair Pro (Stair Chair) - Quote # 10197546	42884.07	42884.07
		TOTAL		**42884.07**

Accounting Information	
42884.07	30-625-6910

Authorized Signature

Date

stryker

Power Load, Power Pro, Stair Pro x1

Quote Number:	10197546	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	ANNA FIRE DEPT	Rep:	David Atkinson
	Attn:	Email:	david.b.atkinson@stryker.com
		Phone Number:	

GPO:	FSS
Quote Date:	06/18/2020

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	ANNA FIRE DEPT	Name:	ANNA FIRE DEPT	Name:	ANNA FIRE DEPT
Account #:	1336361	Account #:	1336361	Account #:	1336361
Address:	305 S POWELL PKWY	Address:	305 S POWELL PKWY	Address:	305 S POWELL PKWY
	ANNA		ANNA		ANNA
	Texas 75409		Texas 75409		Texas 75409

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	$21,848.13	$21,848.13
2.0	6252000000	Stair-PRO Model 6252	1	$2,881.89	$2,881.89
2.1	7777881660	1 year parts, labor & travel		$0.00	$0.00
2.2	6252009001	Stair-Pro Operations Manual		$0.00	$0.00
2.3	6250001162	In-Service Video (DVD)		$0.00	$0.00
2.4	6252026000	Common Components		$0.00	$0.00
2.5	6250021000	2 Piece ABS Panel Seat		$0.00	$0.00
2.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)		$0.00	$0.00
2.7	6252022000	Main Frame Assy Option		$0.00	$0.00
2.8	6250024000	Standard Length Lower LiftHandles		$0.00	$0.00
2.9	6252028000	No Foot Rest Option		$0.00	$0.00
2.10	6252040000	Removable Head Support		$62.63	$62.63
2.11	6252024000	No IV Clip Option		$0.00	$0.00
4.0	6506000000	Power-PRO XT	1	$13,336.28	$13,336.28
4.1	6085033000	PR Cot Retaining Post		$0.00	$0.00
4.2	7777881669	3 Yr X-Frame Powertrain Wrnty		$0.00	$0.00
4.3	7777881670	2 Yr Bumper to Bumper Warranty		$0.00	$0.00
4.4	6506026000	Power Pro Standard Components		$0.00	$0.00
4.5	6500001430	X-RESTRAINT PACKAGE		$0.00	$0.00
4.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)		$0.00	$0.00

stryker

Power Load, Power Pro, Stair Pro x1

Quote Number: 10197546

Version: 1

Prepared For: ANNA FIRE DEPT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: David Atkinson

Email: david.b.atkinson@stryker.com

Phone Number:

GPO: FSS

Quote Date: 06/18/2020

#	Product	Description	Qty	Sell Price	Total
4.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT		$0.00	$0.00
4.8	6085031000	Trendelenburg		$0.00	$0.00
4.9	6506037000	No Steer Lock Option		$0.00	$0.00
4.10	6092036018	J Hook		$0.00	$0.00
4.11	6506034002	6506 PWR-LOAD/PERF-LOAD OPTION		$2,191.00	$2,191.00
4.12	6500038000	SMRT KIT-120V AC,12V DC, Brckt		$63.40	$63.40
4.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS		$0.00	$0.00
4.14	6506040000	XPS Option		$1,678.11	$1,678.11
4.15	6085046000	Retractable Head Section O2		$154.29	$154.29
4.16	0054200994	No Runner/HE O2		$0.00	$0.00
4.17	6500315000	3 Stage IV Pole PR Option		$289.49	$289.49
4.18	6506012003	STANDARD FOWLER		$0.00	$0.00
4.19	639000010902	LABEL, WIRELESS		$0.00	$0.00
4.20	6500130000	Pocketed Back Rest Pouch		$217.69	$217.69
4.21	6500128000	Head End Storage Flat		$116.86	$116.86
4.22	6500147000	Equipment Hook		$44.30	$44.30
				Equipment Total:	$42,884.07

ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
3.1	76011PT	Prevent - PowerLoad - TOS for MTS POWER LOAD	1	05/26/2020	05/25/2024	$5,885.40	$5,885.40
3.2	71061PT	Prevent - Power Cot -TOS for Power-PRO XT	1	05/26/2020	05/25/2023	$3,954.00	$3,954.00
3.3	73071PT	Prevent - Stair Chair - TOS for Stair-PRO Model 6252	1	05/26/2020	05/25/2024	$802.40	$802.40
					ProCare Total:		$10,641.80

Price Totals:

Grand Total:	$53,525.87

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

Power Load, Power Pro, Stair Pro x1

Quote Number:	10197546	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	ANNA FIRE DEPT	Rep:	David Atkinson
	Attn:	Email:	david.b.atkinson@stryker.com
		Phone Number:	
GPO:	FSS		
Quote Date:	06/18/2020		

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Acct# 30-625-6910

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

THE CITY OF
Anna

SOLE SOURCE VENDOR
EMERGENCY OR EXCEPTION TO COMPETITIVE BIDDING FORM

VENDOR NAME: Stryker Sales Corporation

Sole Source items are available from only one source because of patents, copyrights, secret processes, or natural monopolies. A letter of justification on company letterhead must accompany this form.

This form must accompany the purchase document whenever an emergency or exception to the competitive bidding process is requested. State and local laws subjects the City of Anna to competitive bidding rules. The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Please check all applicable categories and provide additional information where indicated:

- ☐ Sole Source is the selection of one supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. A letter of justification on company letterhead must accompany this form.
- ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
- ☑ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- ☐ Repair/Maintenance service is available only from manufacturer or designated service representative.
- ☐ Upgrade to or enhancement of existing software is available only from one manufacturer.
- ☐ Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- ☐ EMERGENCY
  - a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
  - a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
  - a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Provide a detailed exception and attach supporting documentation:

Stryker Sales Corporation is the only vendor that provides Life Pak 15 (Cardiac Monitor), Stryker EMS Cot, Stryker Stair Chair, Stryker Lucas Device (Chest Compression Device), Stryker Power Loader (for the Ambulance)

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

	Ray Isom
Signature/Date	Printed Name
Fire Department	Fire Chief
Department Name	Title

City Manager Approval

Date

Purchasing Quote Form

Purchases of $500-$49,999

Department: Fire Department

Date: 2020 June 22

Submitted by: C. Nelson 6379

Item: Stryker Power Loader / Stryker Power Pro / Stair Pro

Exemption: ILA/Purchasing Co-op

Anna
CITY OF ANNA, TEXAS

Quote Summary (Attach Supporting Documentation if Required)

Vendor	Quantity	Unit Price	Total Price
Stryker Power Loader (for the Ambulance)	1	$21,848.13	$21,848.13
Stryker Power Pro (EMS Cot)	1	$18,091.42	$18,091.42
Stair Pro (Stair Chair)	1	$2,944.52	$2,944.52
Total	1	$42,884.07	$42,884.07

Quotes are required for all purchases over $500. For purchases from $500-$2,999 verbal quotes are acceptable. For purchases from $3,000-$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manger. Additionally 2 HUB's must be invited to quote on purchases exceeding $2,999. Evidence of the invitation must accompany the purchase order.

Comments regarding Quotes or the Exemption claimed

Stryker Sales Corporation is the only vendor that provides Life Pak 15 (Cardiac Monitor), Stryker EMS Cot, Stryker Stair Chair, Stryker Lucas Device (Chest Compression Device), Stryker Power Loader (for the Ambulance)

Signature: Cody D. Nelson 6379

Purchase Order 28539

Order Date 6/22/2020

City of Anna
PO Box 776
Anna, TX 75409-0776

Issued To	Vend #	2221
Stryker Sales Corporation 2825 Airview Blvd. Kalamazoo, MI 49002		

Ship To
City of Anna PO Box 776 Anna, TX 75409-0776

Item	QTY	Description	Price	Amount
001	1	Life Pak 15 (Cardiac Monitor)/Lucas (Chest Compression Device) - Quote # 10197492	45038.97	45038.97
		TOTAL		**45038.97**

Accounting Information	
45038.97	30-625-6910

Authorized Signature

Date

stryker

LifePak 15 x1, Lucas x1 w serv

Quote Number:	10197492	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	ANNA FIRE DEPT	Rep:	David Atkinson
	Attn:	Email:	david.b.atkinson@stryker.com
		Phone Number:	

GPO: FSS

Quote Date: 06/18/2020

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	ANNA FIRE DEPT	Name:	ANNA FIRE DEPT	Name:	ANNA FIRE DEPT
Account #:	1336361	Account #:	1336361	Account #:	1336361
Address:	305 S POWELL PKWY	Address:	305 S POWELL PKWY	Address:	305 S POWELL PKWY
	ANNA		ANNA		ANNA
	Texas 75409		Texas 75409		Texas 75409

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	$26,769.85	$26,769.85
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	$0.00	$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	1	$293.97	$293.97
4.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	$445.90	$445.90
5.0	11160-000013	NIBP Cuff-Reusable, Child	1	$16.58	$16.58
6.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	$22.61	$22.61
7.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	$272.97	$272.97
8.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	$49.41	$49.41
9.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	$70.47	$70.47
10.0	21996-000109	Titan III WiFi Gateway	1	$838.35	$838.35
12.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	$13,113.90	$13,113.90
13.0	11576-000060	LUCAS Desk-Top Battery Charger	1	$759.50	$759.50
14.0	11576-000071	LUCAS External Power Supply	1	$316.71	$316.71

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

LifePak 15 x1, Lucas x1 w serv

Quote Number:	10197492	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	ANNA FIRE DEPT	Rep:	David Atkinson
	Attn:	Email:	david.b.atkinson@stryker.com
		Phone Number:	

GPO: FSS

Quote Date: 06/18/2020

#	Product	Description	Qty	Sell Price	Total
15.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	$534.00	$534.00
16.0	11576-000089	LUCAS Grip Tape for Slim Back Plate	1	$24.30	$24.30
19.0	11577-000011	Mobile Battery Charger - For the LP15	1	$1,510.45	$1,510.45
			Equipment Total:		$45,038.97

ProCare Products:

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
11.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	05/26/2020	05/25/2024	$6,120.00	$6,120.00
18.1	78000020	On Site Prevent for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	05/26/2020	05/25/2024	$4,773.60	$4,773.60
					ProCare Total:		$10,893.60

Price Totals:

Grand Total:	$55,932.57

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

LifePak 15 x1, Lucas x1 w serv

Quote Number:	10197492	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	ANNA FIRE DEPT	Rep:	David Atkinson
	Attn:	Email:	david.b.atkinson@stryker.com
		Phone Number:	
GPO:	FSS		
Quote Date:	06/18/2020		

AUTHORIZED CUSTOMER SIGNATURE

Acct # 30-625-6910

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

THE CITY OF
Anna

SOLE SOURCE VENDOR
EMERGENCY OR EXCEPTION TO COMPETITIVE BIDDING FORM

VENDOR NAME: Stryker Sales Corporation

Sole Source items are available from only one source because of patents, copyrights, secret processes, or natural monopolies. A letter of justification on company letterhead must accompany this form.

This form must accompany the purchase document whenever an emergency or exception to the competitive bidding process is requested. State and local laws subjects the City of Anna to competitive bidding rules. The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Please check all applicable categories and provide additional information where indicated:

- ☐ Sole Source is the selection of one supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. A letter of justification on company letterhead must accompany this form.
- ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
- ☑ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- ☐ Repair/Maintenance service is available only from manufacturer or designated service representative.
- ☐ Upgrade to or enhancement of existing software is available only from one manufacturer.
- ☐ Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- ☐ EMERGENCY
  - a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
  - a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
  - a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Provide a detailed exception and attach supporting documentation:

Stryker Sales Corporation is the only vendor that provides Life Pak 15 (Cardiac Monitor), Stryker EMS Cot, Stryker Stair Chair, Stryker Lucas Device (Chest Compression Device), Stryker Power Loader (for the Ambulance)

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

Signature/Date	Ray Isom Printed Name
Fire Department Department Name	Fire Chief Title

City Manager Approval

Date

Purchasing Quote Form

Purchases of $500-$49,999

Department: Fire Department

Date: 2020 June 22

Submitted by: C. Nelson 6379

Item: Life Pak 15 / Lucas

Exemption: ILA/Purchasing Co-op

Anna
CITY OF ANNA, TEXAS

Quote Summary (Attach Supporting Documentation if Required)

Vendor	Quantity	Unit Price	Total Price
Life Pak 15 (Cardiac Monitor)	1	$28,780.11	$28,780.11
Lucas (Chest Compression Device)	1	$16,258.86	$16,258.86
Total	1	$45,038.97	$45,038.97

Quotes are required for all purchases over $500. For purchases from $500-$2,999 verbal quotes are acceptable. For purchases from $3,000-$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manger. Additionally 2 HUB's must be invited to quote on purchases exceeding $2,999. Evidence of the invitation must accompany the purchase order.

Comments regarding Quotes or the Exemption claimed

Stryker Sales Corporation is the only vendor that provides Life Pak 15 (Cardiac Monitor), Stryker EMS Cot, Stryker Stair Chair, Stryker Lucas Device (Chest Compression Device), Stryker Power Loader (for the Ambulance)

Signature: Cody D. Nelson 6379

Purchase Order 28636

Order Date 7/1/2020

City of Anna
PO Box 776
Anna, TX 75409-0776

Issued To	Vend #	2221
Stryker Sales Corporation 2825 Airview Blvd. Kalamazoo, MI 49002		

Ship To
City of Anna PO Box 776 Anna, TX 75409-0776

Item	QTY	Description	Price	Amount
001	1	2 McGrath Mac EMS Video Laryngoscope/Batteries/Blades - Quote # 10202796	5815.70	5815.70
		T O T A L		**5815.70**

Accounting Information	
5815.70	30-625-6910

Authorized Signature

Date

stryker

Quick Quote 6/5/2020 10:46 AM

Quote Number: 10202796

Version: 1

Prepared For: ANNA FIRE DEPT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: David Atkinson

Email: david.b.atkinson@stryker.com

Phone Number:

Quote Date: 07/01/2020

Expiration Date: 09/29/2020

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	ANNA FIRE DEPT	Name:	ANNA FIRE DEPT	Name:	ANNA FIRE DEPT
Account #:	1336361	Account #:	1336361	Account #:	1336361
Address:	305 S POWELL PKWY	Address:	305 S POWELL PKWY	Address:	305 S POWELL PKWY
	ANNA		ANNA		ANNA
	Texas 75409		Texas 75409		Texas 75409

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	11996-000393	McGRATH MAC EMS Video Laryngoscope	2	$2,384.25	$4,768.50
2.0	11996-000394	McGRATH MAC EMS Video Laryngoscope 3.6V Battery	2	$52.70	$105.40
3.0	11996-000394	McGRATH MAC EMS Video Laryngoscope 3.6V Battery	2	$52.70	$105.40
4.0	11996-000413	McGRATH MAC EMS Video Laryngoscope Blades, Size 1, Box of 10	1	$139.40	$139.40
5.0	11996-000414	McGRATH MAC EMS Video Laryngoscope Blades, Size 2, Box of 10	1	$139.40	$139.40
6.0	11996-000415	McGRATH MAC EMS Video Laryngoscope Blades, Size 3, Box of 10	2	$139.40	$278.80
7.0	11996-000416	McGRATH MAC EMS Video Laryngoscope Blades, Size 4, Box of 10	2	$139.40	$278.80
			Equipment Total:		$5,815.70

Price Totals:

Grand Total: $5,815.70

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

Acct # 30-625-6410

stryker

Quick Quote 6/5/2020 10:46 AM

Quote Number:	10202796	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	ANNA FIRE DEPT	Rep:	David Atkinson
	Attn:	Email:	david.b.atkinson@stryker.com
		Phone Number:	

Quote Date:	07/01/2020
Expiration Date:	09/29/2020

AUTHORIZED CUSTOMER SIGNATURE

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

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Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

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Purchasing Quote Form

Purchases of $500-$49,999

Department: Fire Department

Date: 2020 July 1

Submitted by: C. Nelson 6379

Item: McGrath EMS Video Laryngoscope

Exemption: Sole Source

Quote Summary (Attach Supporting Documentation if Required)

Vendor	Quantity	Unit Price	Total Price
Stryker	2	$2,907.85	$5,815.70

Quotes are required for all purchases over $500. For purchases from $500-$2,999 verbal quotes are acceptable. For purchases from $3,000-$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manger. Additionally 2 HUB's must be invited to quote on purchases exceeding $2,999. Evidence of the invitation must accompany the purchase order.

Comments regarding Quotes or the Exemption claimed

Stryker is the sole source and provider for the McGrath EMS laryngoscope:

Endotracheal intubation is the gold standard for securing a patient's airway—and one of the most important skills paramedics perform. Its difficulty in the hospital setting is topped by the unique challenges faced in EMS.

Whether it's a patient with cervical spine trauma or a patient that cannot be removed from a dim and inaccessible location, paramedics are frequently required to intubate in suboptimal conditions that increase the challenge of an already difficult skill.

Signature: Cody D. Nelson 6379

THE CITY OF
Anna

SOLE SOURCE VENDOR
EMERGENCY OR EXCEPTION TO COMPETITIVE BIDDING FORM

VENDOR NAME: Stryker

Sole Source items are available from only one source because of patents, copyrights, secret processes, or natural monopolies. A letter of justification on company letterhead must accompany this form.

This form must accompany the purchase document whenever an emergency or exception to the competitive bidding process is requested. State and local laws subjects the City of Anna to competitive bidding rules. The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

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- ☑ Sole Source is the selection of one supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. A letter of justification on company letterhead must accompany this form.
- ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
- ☐ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- ☐ Repair/Maintenance service is available only from manufacturer or designated service representative.
- ☐ Upgrade to or enhancement of existing software is available only from one manufacturer.
- ☐ Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- ☐ EMERGENCY
  - a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
  - a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
  - a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Provide a detailed exception and attach supporting documentation:

Stryker is the sole source and provider for the McGrath EMS laryngoscope:

Endotracheal intubation is the gold standard for securing a patient's airway—and one of the most important skills paramedics perform. Its difficulty in the hospital setting is topped by the unique challenges faced in EMS. Whether it's a patient with cervical spine trauma or a patient that cannot be removed from a dim and inaccessible location, paramedics are frequently required to intubate in suboptimal conditions that increase the challenge of an already difficult skill.

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.

Signature/Date

Ray Isom

Printed Name

Fire Department

Department Name

Fire Chief

Title

City Manager Approval

Date

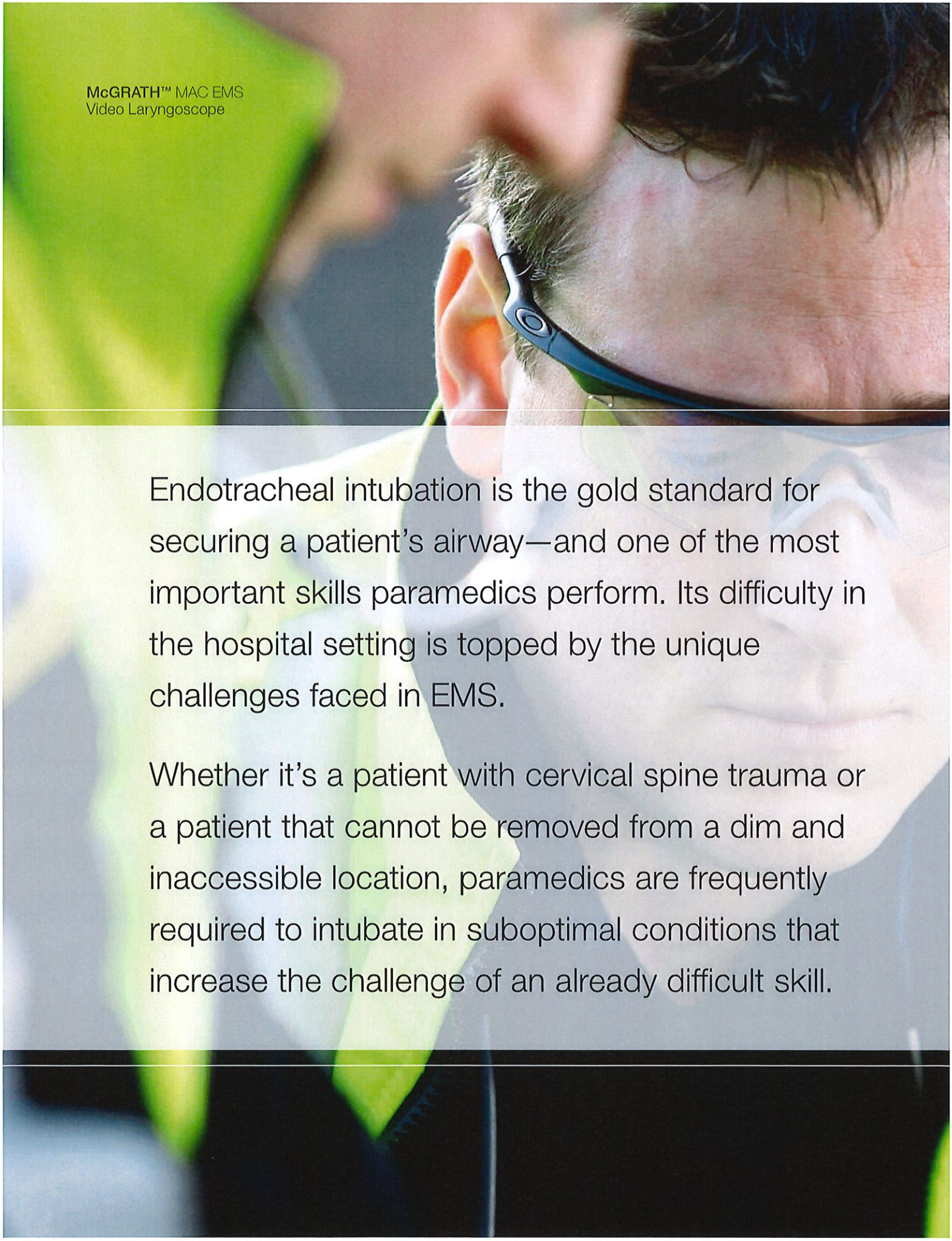
PHYSIO CONTROL

Product Brochure

McGRATH™ MAC EMS

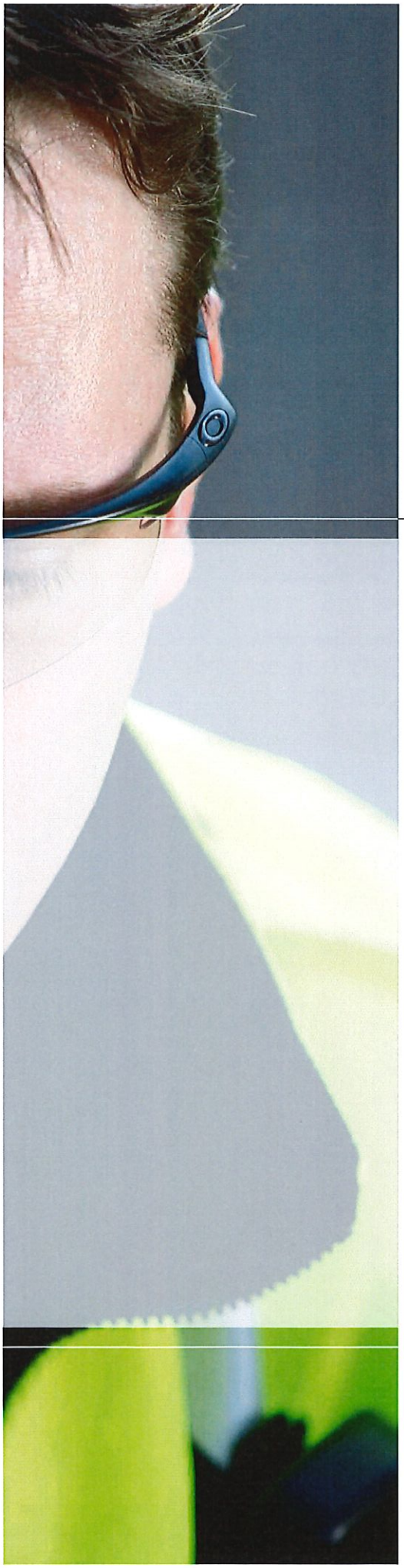
Video Laryngoscope

stryker



Endotracheal intubation is the gold standard for securing a patient's airway—and one of the most important skills paramedics perform. Its difficulty in the hospital setting is topped by the unique challenges faced in EMS.

Whether it's a patient with cervical spine trauma or a patient that cannot be removed from a dim and inaccessible location, paramedics are frequently required to intubate in suboptimal conditions that increase the challenge of an already difficult skill.



Video laryngoscopy can assist paramedics by maximizing visualization of the airway.

Studies have shown that video laryngoscopes can improve laryngeal view.[1,2,3] They also provide paramedics with the ability to better visualize the airway when the condition of the patient or scene prohibits them from obtaining a sufficient direct view.

Video laryngoscopy can assist paramedics by maximizing visualization of the airway.

McGRATH™ MAC EMS video laryngoscop for EMS professionals

Unlike many video laryngoscopes, the McGRATH™ MAC EMS video laryngoscope is based on fa thereby enabling paramedics to utilize and reinforce existing direct laryngoscopy skills, employ vi and maintain a direct glottic view.

Direct and indirect view in a single device

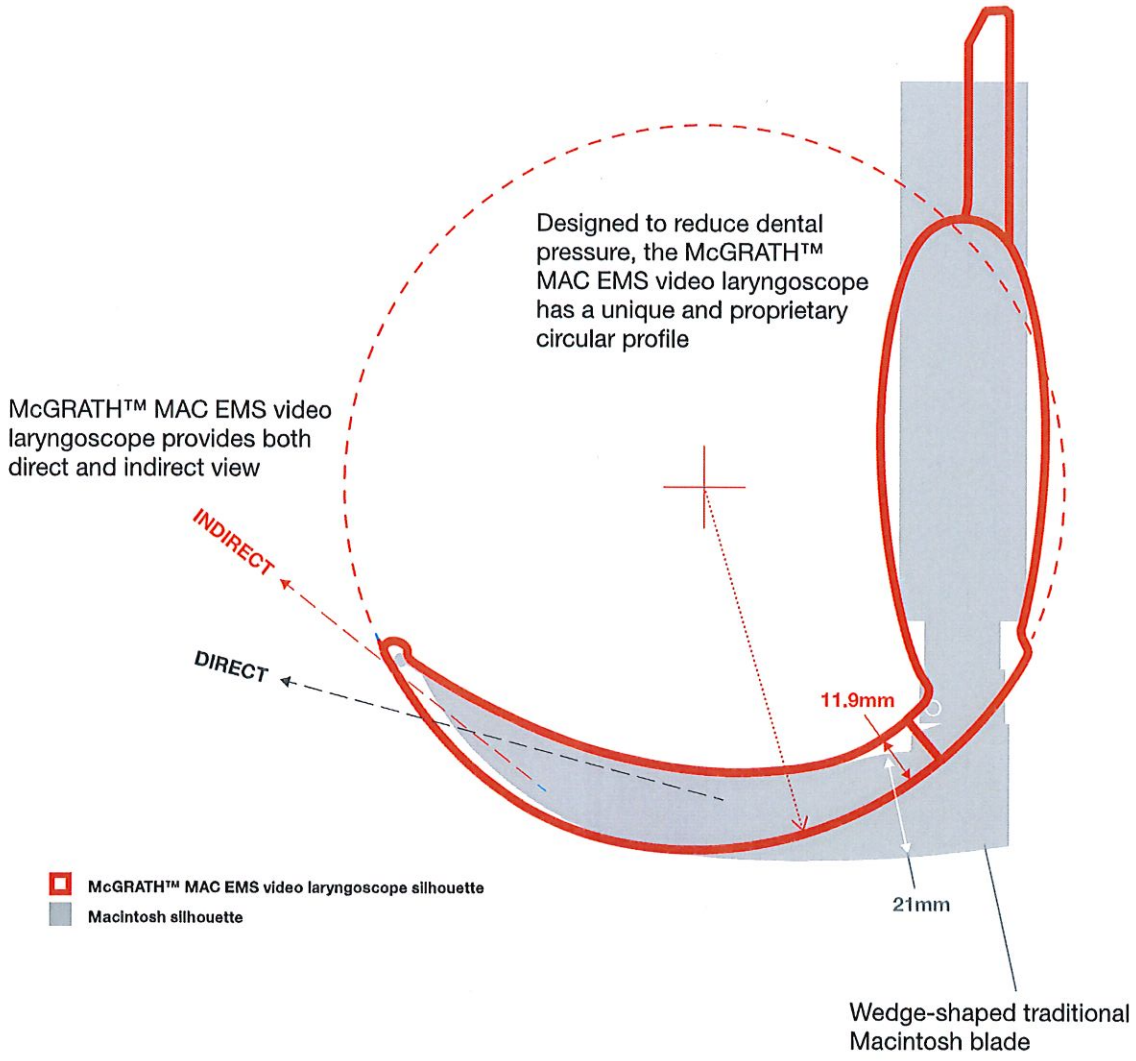
The McGRATH™ MAC EMS video laryngoscope enables providers to maintain both a direct and indirect view of the patient's airway. Unlike many other video laryngoscopes, the McGRATH™ MAC EMS video laryngoscope doesn't require paramedics to relinquish their direct view in order to incorporate video laryngoscopy.

Use and maintain existing direct laryngoscopy skills

The familiar Macintosh-like curvature of the McGRATH™ MAC Disposable Laryngoscope blade requires no additional training and employs traditional Macintosh laryngoscopy skills to facilitate the quickest and least complicated tube placement while reinforcing direct laryngoscopy skills with every use.

e is designed and built

miliar Macintosh-like curvature,
deo laryngoscopy with limited training,

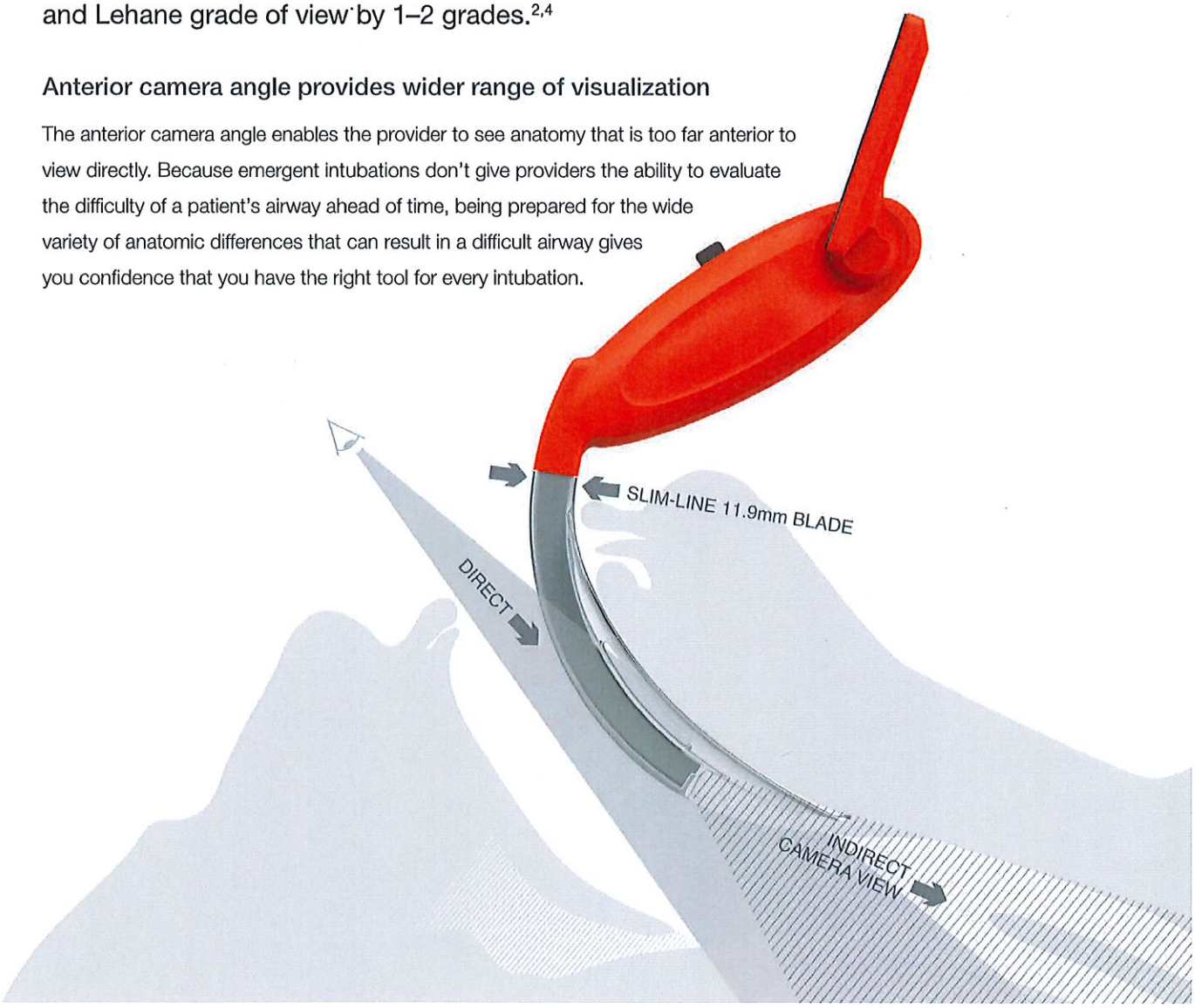


McGRATH™ MAC EMS video laryngoscop to extreme intubations

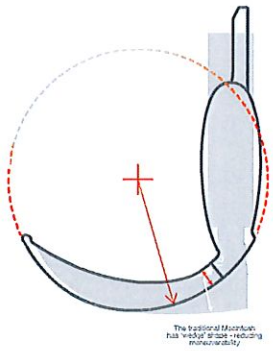
The McGRATH™ MAC EMS video laryngoscope is designed to improve visualization of the airway compared to direct laryngoscopy. The combination of the anterior camera angle and the unique slim-line blade can improve the Cormack and Lehane grade of view by 1–2 grades.[2,4]

Anterior camera angle provides wider range of visualization

The anterior camera angle enables the provider to see anatomy that is too far anterior to view directly. Because emergent intubations don't give providers the ability to evaluate the difficulty of a patient's airway ahead of time, being prepared for the wide variety of anatomic differences that can result in a difficult airway gives you confidence that you have the right tool for every intubation.

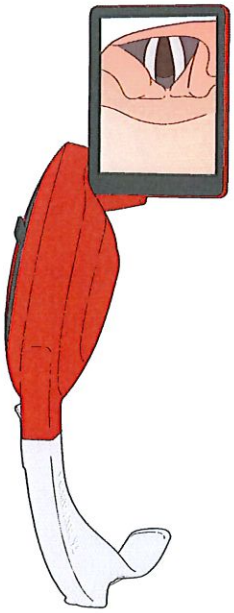


e improves your view in routine



Slim-Line blade provides maneuverability

The McGRATH™ MAC EMS disposable laryngoscope blade reduces blade width to 11.9 mm at the mouth area and is significantly slimmer than the wedge-shaped direct laryngoscope, providing greater ability to maneuver the device without pressing on the teeth. This can be particularly useful in small mouth openings and nasal intubations.

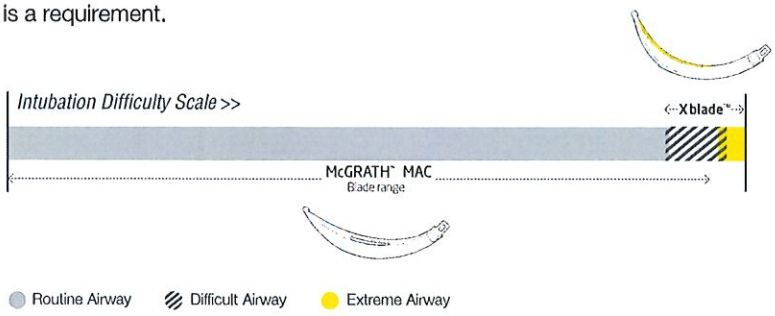


Portrait view monitor helps reduce 'blind spot' soft palate injury risks

The combination of the slim-line McGRATH™ MAC Disposable Laryngoscope blade and the McGRATH™ MAC EMS video laryngoscope portrait screen is designed to help reduce the risk of soft palate injury caused by 'blind-spot' and misplaced stylet-supported tubes. The portrait orientation of the optics allows an increased area of the soft palate to be visualized during tube placement.

The McGRATH™ X Blade™

The McGRATH™ X Blade is a sterile disposable single use blade that adds extreme airway capability by providing a sweeping curvature which is considerably more acute than the Macintosh-like McGRATH™ MAC blades—ideal for patients with extreme anterior airways or where minimal manipulation is a requirement.



McGRATH™ MAC EMS video laryngoscop easy to own

McGRATH™ MAC EMS video laryngoscope is built tough for EMS

Tough, robust, and reliable to withstand demanding EMS environments

The McGRATH™ MAC EMS CameraStick™ is reinforced with a steel-cored alloy chassis. It has been tested to twice industry standards with an IPX7 rating to give complete reassurance.

Completely portable

The compact and cable-free McGRATH™ MAC EMS video laryngoscope reduces valuable set-up time. It provides a portable solution that paramedics can carry with them, and the incorporated 2.5" LCD monitor display keeps focus on the patient.

Fully immersible handle

The McGRATH™ MAC EMS video laryngoscope handle can be disinfected using various disinfection techniques, including immersing the handle in high-level disinfection solution.

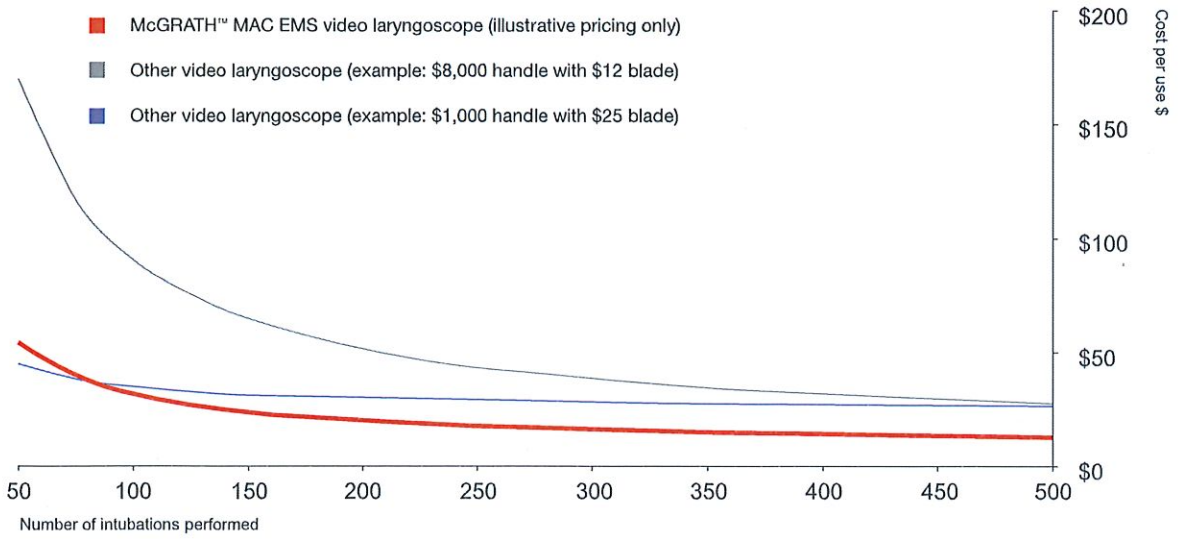
Long lasting battery provides peace of mind

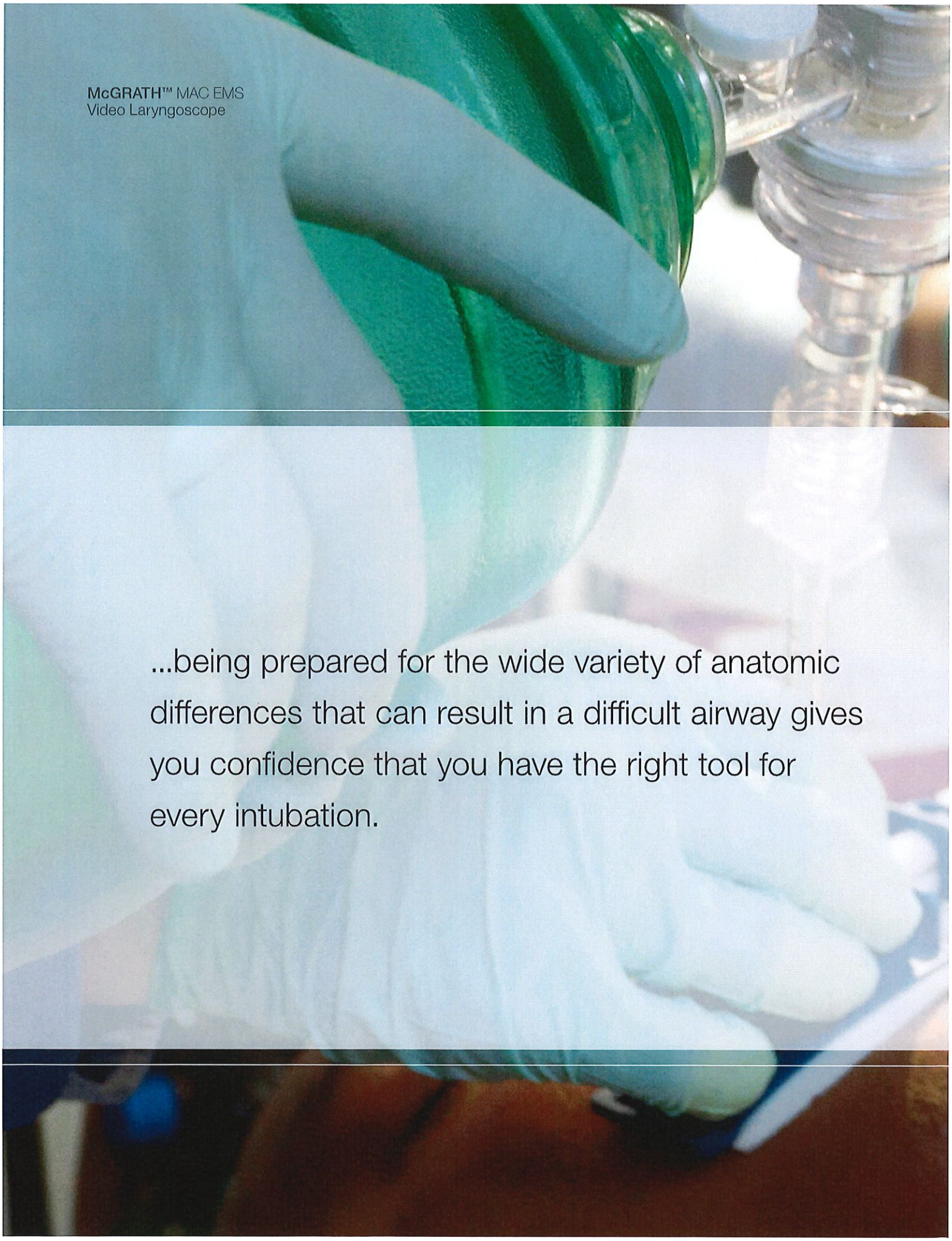
The McGRATH™ MAC EMS video laryngoscope utilizes 3.6V lithium power cells, which provide up to 250 minutes of usage. A representation of minutes remaining is displayed on screen. The on/off power switch is integrated into the battery pack, so when a new battery is fitted, the on/off function is renewed, keeping the product young.

e is built tough and

Unlike some video laryngoscopes, the McGRATH™ MAC EMS video laryngoscope features single-use sterile blades that are high performance and low cost—enabling you to keep cost of ownership low.

Pricing Comparison

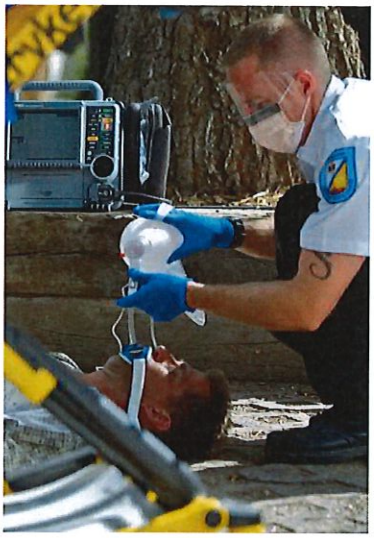




...being prepared for the wide variety of anatomic differences that can result in a difficult airway gives you confidence that you have the right tool for every intubation.

McGRATH™ MAC EMS video laryngoscope can assist with the unique challenges of EMS environments

EMS providers face unique challenges in intubating many patients. Whether attempting to intubate a patient with cervical spine trauma or one that cannot be moved from a dim, inaccessible, or otherwise suboptimal environment, the McGRATH™ MAC EMS video laryngoscope is a tool to provide additional visualization.



Studies have shown that intubation with the McGRATH™ MAC EMS video laryngoscope:

1. is quicker than with a direct-only Macintosh laryngoscope in patients with cervical spine immobilization[5]
2. can reduce the number of intubation attempts and blade changes when used as a first-line device[6]
3. can assist in more quickly removing obstructions with Suzy™ forceps due to the slim-line blade[7]

References

1 Aziz M, Dillman D, Kirsch J, et al. Video Laryngoscopy with the Macintosh Video Laryngoscope in Simulated Prehospital Scenarios by Paramedic Students. *Prehospital Emergency Care.* 2009:13:251-255.

2 DuCanto J, Higgins M. Direct and Video Laryngoscopy Using the McGRATH MAC Enhanced Direct Laryngoscope. A Special Report. *Anesthesiology News.* Aug.2013.

3 Guyette F, Farrell K, Carlson J, et al. Comparison of Video Laryngoscopy and Direct Laryngoscopy in a Critical Care Transport Service. *Prehospital Emergency Care.* 2013; Early Online:1-6.

4 Cunningham V, Chrystie P, Erskine J. The new McGRATH MAC 3 Videolaryngoscope. A case series of use in challenging airways. Southern General Hospital, Glasgow.

5 Shippey B, McGuire B, Dalton A. A comparison of the McGRATH video laryngoscope and the Macintosh laryngoscope in patients with cervical spine imobilisation. *Anaesthesia.* 2013:68; 883-886.

6 Capeck A, Thompson S, Young P, et al. Comparison of Macintosh and McGrath I a tertiary head and neck centre. *Anaesthesia.* 2013: 68; 883-886. (Abstract presented at the Annual Meeting of the Scottish Airway Group in Edinburgh, March 2013.) http://onlinelibrary.wiley.com/doi/10.1111/anae.12328/abstract

7 Suzuki A, Tampo A, Inagaki Y, et al. Comparison of SUZY Forcepts/McGRATH MAC Video laryngoscope and Magill Forceps/Macintosh Laryngoscope for Foreign Body Removal-A Mannequin Study. *American Society of Anesthesiologists.* Oct.2014. Abstract.

All claims valid as of January 2018.

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GDR 3323992_C

Item No. 9.c.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Joey Grisham

AGENDA ITEM:
First Reading of a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

SUMMARY:
Two readings of the resolution are required prior to adopting the CDC Budget. The CDC Board approved the proposed FY 2021 budget on July 30, 2020. This is the first reading of the resolution. The presiding officer should read the following:

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:
First reading.

ATTACHMENTS:

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Item No. 9.d.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Second Reading of a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

SUMMARY:
This is the second reading of the FY 2021 CDC Annual Budget resolution. The presiding officer should read the following:

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:
Second reading of the resolution.

ATTACHMENTS:

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

Item No. 9.e.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

SUMMARY:

Staff proposed a $1,311,140 FY 2021 Budget and it was approved by the CDC Board on July 30, 2020. Sales tax revenues remain strong, giving the CDC more funding for projects.

FINANCIAL IMPACT:

$1,311,140 CDC FY 2021 Budget.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. CDC Budget Resolution
2. Exhibit A--CDC Budget
3. Exhibit B-CDC Budget Resolution - signed

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a home-rule municipality located in Collin County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas, and

WHEREAS, the Anna Community Development Corporation, hereinafter the "ACDC" is a Type B development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 505 of the Texas Local Government Code; and

WHEREAS, the ACDC Board of Directors approved the Fiscal Year 2020-2021 Budget at a special-called meeting on July 30, 2020; and

WHEREAS, the City of Anna desires to approve and ratify such said ACDC Budget.

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. **Adoption of Fiscal Year 2020-2021 Budget**

The City Council of the City of Anna, Texas hereby approves the Anna Community Development Corporation 2020-2021 Fiscal Year Budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this ____ day of _____, 2020.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

CITY OF ANNA

FUND	DEPARTMENT	DIVISION
89 COMMUNITY DEVELOPMENT	CDC	89-825E 825

DETAILS

LINE ITEMS	2019 ACTUAL	2020 BUDGET	2020 ESTIMATED	2021 PROPOSED	% CHANGE
6101 SALARIES	$47,761	$81,216	$70,500	$91,325	12.40%
6114 PAYROLL TAXES-CITY PART FICA	$3,620	$6,221	$6,100	$6,986	12.30%
6121 HEALTH INSURANCE	$4,733	$9,927	$1,300	$9,927	0%
6125 TMRS RETIREMENT	$6,973	$12,035	$9,991	$12,986	8%
6126 UNEMPLOYMENT	$18	$250	$250	$250	0%
6127 WORKERS COMPENSATION	$116	$289	$289	$411	42%
6129 MISCELLANEOUS PAYROLL	$100	$100	0	$100	0%
PAYROLL	**$63,320**	**$110,038**	**$88,430**	**$121,985**	**11%**
6208 OFFICE SUPPLIES	$1,155	$2,000	$2,000	$2,000	0.00%
basic needs					
6209 OTHER SUPPLIES - MISC.	$3,101	$4,500	$4,000	$4,000	-11%
meals, meeting supplies, etc.					
6210 CLOTHING SUPPLIES	$0	$1,000	$1,000	$1,000	0.00%
shirts with logos					
6212 POSTAGE	$13	$100	$100	$100	0.00%
mailing bills, etc..					
SUPPLIES	**$6,565**	**$7,600**	**$7,100**	**$7,100**	**-6.60%**
6303 MAINT. AND REPAIR - BUILDINGS	$0	$0	$0	$0	0.00%
MAINTENANCE	**$0**	**$0**	**$0**	**$0**	**0.00%**
6700 ECONOMIC DEVELOPMENT GRANT EXPENSE	$224,902	$366,585	$366,585	$442,960	20.70%
Downtown/Targeted Area Economic Development Grants	$0	$78,900	$78,900	$100,000	26.70%
Sales Tax Reimbursement agreement with Chief Partners Phase I	$224,902	$287,685	$287,685	$342,960	19.20%
6703 CONTRACT SERVICES	$67,528	$127,354	$117,354	$173,974	36.60%
CDC agreement with City Finance and Accounting Services		$4,000	$4,000	$4,000	0%
Retail/Restaurant/Entertainment Attraction Plan			$0	$35,000	
Marketing/Tagline Plan Agreement			$0	$20,000	
CDC Cost Share of IT and McLain Budgeting Software		$800	$800	$800	0%
Chamber/CDC Contract		$42,000	$42,000	$42,000	0.00%
Continuing Disclosure Report Fees (Revenue Bonds)		$1,500	$1,500	$1,500	0%

Contract Services for Downtown Plan/TIRZ Creation		$60,000	$50,000	$45,000	-25%
Housing Study Updates		$1,750	$1,750	$1,750	0%
Impact Data Source (Third Party Economic Impact Tool)		$5,400	$5,400	$5,724	6%
Loop Net Business Park Listing		$630	$414	$0	
Placer AI		$6,000	$6,000	$6,000	0%
Real Massive to replace Xcelligent		$2,250	$2,250	$2,250	0%
Website Property Database Platform		$3,240	$3,240	$6,950	115%
6722 INSURANCE - PROPERTY AND LIABILITY	$3,500	$3,500	$0	$3,500	0.00%
Insurance for the Business park Property - since there is no building on this property it does not need coverage					
6731 PUBLIC NOTICES - ADVERTISING	$37	$250	$250	$250	0.00%
publish notices,					
6735 PROMOTION EXPENSE	$106,444	$82,097	$80,000	$93,000	13.30%
Promotional Materials - Print Ads, other sponsorship opportunities, magazines, displays, billboards, etc.					
6753 LEGAL EXPENSE	$14,047	$16,500	$13,500	$14,000	-15%
Legal services					
6755 AUDIT EXPENSE	$2,338	$3,500	$6,000	$6,000	71.40%
CPA services - audit, 990, 1099s					
6756 ENGINEERING	$270	$2,500	$0	$1,500	-40%
Engineering					
6761 DUES, PUBLICATIONS, PERMITS AND	$2,186	$5,370	$5,300	$4,670	-13.00%
Professional Dues - ICSC, DBJ, TCMA/ICMA, TEDC, IEDC, NAIOP					
6782 CITY UTILITIES WATER/SEWER/TRASH	$0	$0	$0	$0	0.00%
6783 TELECOM	$0	$700	$700	$700	0%
Cell phone for Director					
6789 DEBT-SERVICE PRINCIPAL	$210,000	$215,000	$215,000	$225,000	5%
2016 Debt service on business park			$150,000	$130,000	-13.30%
Bond Debit Series B - Slayter Creek Park Phase II			$90,000	$95,000	6%
6790 INTEREST EXPENSE	$116,883	$110,876	$110,606	$104,251	-6%
2016 Debt service on business park			$63,581	$60,278	-5.20%
Series 2012 B 1.6 Million Note for Slayter Creek Park			$47,025	$43,973	-6.50%
6799 OTHER SERVICES - MISC.	$46,174	$70,000	$70,000	$90,000	29%
Cost Allocation to pay a portion of salary/benefits for the EDC Director					
6710 TRAVEL/TRAINING EXPENSE	$	26,900	$11,442	$25,250	-5%
Bisnow Events	$			$1,000	
Basic Economic Development Course for ED Manager		$1,700	$700	$1,000	-41%
ICSC ReCON (Four People)		$9,200	$2,720	$7,500	-18.50%
ICSC Red River		$4,500	$4,000	$4,500	0%
IEDC Annual Conference		$1,300	$1,700	$2,000	54%
TCMA Annual Conference			$500	$2,000	
Mileage Reimbursement for ED Manager		$1,200	$500	$750	-37.50%
NAIOP Event		$3,000	$0	$3,000	0%
Sales Tax Training		$2,500	$0	$500	-80%
TEDC Annual Conference (2 People)		$3,000	$750	$3,000	0%

SERVICES	**$790,808**	**$1,031,132**	**$1,001,737**	**$1,182,055**	**15.00%**
6912 BOND COST	$0	$0	$0	$0	0.00%
6921 BUILDINGS AND IMPROVEMENTS	$0	$0	$0	$0	0.00%
6941 OTHER CAPITAL EXPENDITURES	$0	$0	$0	$0	0.00%
CAPITAL EXPENDITURES	**$0**	**$0**	**$0**	**$0**	**0.00%**
8900 OTHER FINANCING USE - DEBT REFUNDINGS	$0	$0	$0	$0	0.00%
9800 TRANSFERS OUT	$0	$0	$0	$0	0.00%
9812 TRANSFERS OUT - GENERAL FUND	$0	$0	$0	$0	0.00%
OTHER USES OF FUNDS	**$0**	**$0**	**$0**	**$0**	**0.00%**
TOTAL 825	**$860,693**	**$1,148,770**	**$1,097,267**	**$1,311,140**	**14.10%**

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2020.07.30

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION ADOPTING THE FY 2020-2021 FISCAL YEAR BUDGET AND AUTHORIZING PUBLICATION OF NOTICE OF PROJECTS

WHEREAS, to be effective October 1, 2020, the Anna Community Development Corporation (the "CDC") and subject to approval of the City of Anna City Council, the Board of directors of the CDC desires to approve and adopt the CDC budget for the 2020-2021 fiscal year;

WHEREAS, the Board of Directors (the "Board of Directors") of the Anna Community Development Corporation (the "Corporation"), created by the City of Anna, Texas (the "City"), in accordance with Article 5190.6, V.A.T.C.S., Section 4B, and now operating under Texas Local Government Code, Chapter 505 (the "Act") has determined that it is advisable and in the best interests of the Corporation to give notice of the intention of the Corporation to undertake the following projects:

> Land and building improvements, equipment purchases, park facilities and improvements, capital expenditures, targeted infrastructure, site improvements, promotional expenditures, engineering and/or legal services, administrative personnel services, and other purposes permitted by law, in order to provide improved community development and/or to promote new or expanded business enterprises for the benefit of the public. The costs of the Projects are estimated not to exceed $1,311,140 including but not limited to the specific projects or general types of projects set forth in the Anna Community Development Corporation's 2020-2021 fiscal year budget.

The Projects will be financed and/or paid from the proceeds of sales tax revenue and other resources of the Corporation.

WHEREAS, such projects are authorized under the Act and found by the Board of Directors to promote new or expanded business development pursuant to Section 505.158, Texas Local Government Code; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY DEVELOPMENT CORPORATION, THAT:

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Fiscal Year 2020-2021 Budget**

The CDC Board of Directors hereby approves adopting the Anna Community Development Corporation 2020-2021 fiscal year budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full, subject to approval by the City of Anna City Council.

PASSED AND APPROVED by the Anna Community Development Corporation this 30th day of July 2020.

APPROVED:	ATTEST:
Anthony D Richardson (Aug 7, 2020 09:12 CDT)	
Anthony Richardson, CDC President	Rocio Gonzalez, CDC Secretary

6 CDC Budget Resolution

Final Audit Report 2020-08-10

Created:	2020-08-06
By:	Taylor Lough (tlough@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmYGyXwVkMzT70XQruabSJlaI9N2XdV5e

"6 CDC Budget Resolution" History

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2020-08-10 - 6:31:14 PM GMT

Adobe Sign

Item No. 9.f.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a Resolution approving the Fiscal Year 2020-2021 Anna Economic Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

SUMMARY:

Staff proposed a $99,650 Annual EDC Budget for FY 2021 and it was approved by the EDC Board on July 30,2020. A large portion of the proposed budget is dedicated to the Anna Business Park including signage, with much of the remainder earmarked for operating the Inc-Cube.

FINANCIAL IMPACT:

$99,650 EDC Budget for FY 2021.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. EDC Budget Resolution
2. Exhibit A--EDC Budget
3. Exhibit B- EDC Budget Resolution - signed

APPROVALS:

Joey Grisham, Economic Development Director	Created/Initiated - 8/21/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE ANNA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a home-rule municipality located in Collin County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas, and

WHEREAS, the Anna Economic Development Corporation, hereinafter the "AEDC" is a Type A development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 504 of the Texas Local Government Code; and

WHEREAS, the AEDC Board of Directors approved the Fiscal Year 2020-2021 Budget at a special-called meeting on July 30, 2020; and

WHEREAS, the City of Anna desires to approve and ratify such said AEDC Budget.

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. **Adoption of Fiscal Year 2020-2021 Budget**

The City Council of the City of Anna, Texas hereby approves the Anna Economic Development Corporation 2020-2021 Fiscal Year Budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this ____ day of _____, 2020.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

CITY OF ANNA

FUND	DEPARTMENT	DIVISION
90 ECONOMIC DEVELOPMENT	EDC	90-826E 826

DETAILS

LINE ITEMS	2019 ACTUAL	2020 BUDGET	2020 ESTIMATED	2021 PROPOSED	% CHANGE
6208 OFFICE SUPPLIES	$0	$0	$0	$0	0.00%
6209 OTHER SUPPLIES - MISC.	$446	$0	$1,200	$0	0%
meals for meetings, coffee meetings, lunches, office etc... papertowel, toilet paper, coffee etc..					
6210 CLOTHING SUPPLIES	$0	$0	$0	$0	0.00%
6212 POSTAGE	$0	$0	$0	$0	0.00%
SUPPLIES	**$446**	**$0**	**$1,200**	**$0**	**0%**
6303 MAINT. AND REPAIR - BUILDINGS	$3,974	$5,000	$1,500	$3,000	-40%
MIsc building Maintanence and Repairs - 312 N Powell					
MAINTENANCE	**$3,974**	**$5,000**	**$1,500**	**$3,000**	**-40%**
6703 CONTRACT SERVICES	$25,427	$168,680	$166,819	$75,800	-55.00%
Business Park			$45,000	$60,000	
Janitorial			$2,600	$2,800	
Mowing and Landscaping - 312 North Powell Pkwy			$2,500	$2,700	
Pest Control			$480	$600	
Ricoh Printer			$2,000	$3,000	
Inc-cube Renovation Project			$108,939		
Security Services			$5,300	$6,700	
6708 IT SUPPORT SERVICES	$2,033	$2,500	$750	$750	-70%
Isogent Services					
6710 TRAVEL/TRAINING EXPENSE	$500	$0	$0	$0	0.00%
6722 INSURANCE - PROPERTY AND LIABILITY	$955	$1,050	$1,050	$1,050	0%
TMIRP ID #74, EDC Building at 312 N Powell Texas Municipal League Intergovernmental Risk Pool Property and Liability Coverage figured at a 12% increase. FY17 had a 16% increase. FY18 had an increase of 5.5%. FY19 had an increase of 10%					
6735 PROMOTION EXPENSE	$2,718	$30,000	$0	$0	
6753 LEGAL EXPENSE	$7,398	$7,500	$7,500	$7,500	0%
legal fees					
6755 AUDIT EXPENSE	$2,338	$3,500	$4,000	$5,000	43%
CPA Services - Audit, 1099 form 990					
6756 ENGINEERING	$0	$0	$0	$0	0.00%
6761 DUES, PUBLICATIONS, PERMITS AND	$0	$0	$0	$0	0.00%

6780 ELECTRICITY	$3,307	$2,850	$2,700	$3,500	23%
Electric for 312 N. Powell Pkwy					
6781 GAS - NATURAL/PROPANE	$899	$1,050	$1,050	$1,050	0%
Gas Atmos Service for 312 N. Powell Pkwy					
6782 CITY UTILITIES WATER/SEWER/TRASH	$1,461	$1,800	$1,200	$0	$0
6783 TELECOM	$0	$1,800	$1,800	$2,000	11.10%
Internet service - 312 NNP					
6789 DEBT-SERVICE PRINCIPAL	$0	$0	$0	$0	0.00%
6790 INTEREST EXPENSE	$0	$0	$0	$0	0.00%
6799 OTHER SERVICES - MISC.	$0	$0	$0	$0	0.00%
SERVICES	**$30,122**	**$220,730**	**$187,619**	**$96,650**	**-56.00%**
6931 LAND AND IMPROVEMENTS	$0	$0	$0	$0	0.00%
6941 OTHER CAPITAL EXPENDITURES	$43,382	$0	$0	$0	0.00%
Based on YTD actuals			$0	$0	
CAPITAL EXPENDITURES	**$43,382**	**$0**	**$0**	**$0**	**0.00%**
9800 TRANSFERS OUT	$0	$0	$0	$0	0.00%
OTHER USES OF FUNDS	**$0**	**$0**	**$0**	**$0**	**0.00%**
TOTAL 826	**$50,966**	**$225,730**	**$190,319**	**$99,650**	**-56.00%**

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2020.07.30

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION ADOPTING THE FY 2020-2021 FISCAL YEAR BUDGET

WHEREAS, to be effective October 1, 2020, the Anna Economic Development Corporation (the "EDC") and subject to approval of the City of Anna City Council, the Board of Directors of the EDC desires to approve and adopt the EDC budget for the 2020-2021 fiscal year;

NOW THEREFORE, BE IT RESOLVED BY THE ANNA ECONOMIC DEVELOPMENT CORPORATION, THAT:

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Fiscal Year 2020-2021 Budget**

The EDC Board of Directors hereby approves adopting the Anna Economic Development Corporation 2020-2021 fiscal year budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full, subject to approval by the City of Anna City Council.

PASSED AND APPROVED by the Anna Economic Development Corporation this 30th day of July, 2020.

APPROVED:	ATTEST:
Anthony D Richardson (Aug 7, 2020 09:15 CDT)	
Anthony Richardson, EDC President	Rocio Gonzalez, EDC Secretary

9 EDC Budget Resolution

Final Audit Report 2020-08-10

Created:	2020-08-07
By:	Taylor Lough (tlough@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdQDVnV8fQgW1nScpAGEqne_5MmbxuJGD

"9 EDC Budget Resolution" History

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Item No. 9.g.

City Council Agenda
Staff Report

Meeting Date: 8/25/2020
Staff Contact: Greg Peters

AGENDA ITEM:
Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance to adopt new solid waste rates in the City of Anna, Texas. (Director of Public Works Greg Peters)

SUMMARY:
This item was brought before the City Council at the August 11 City Council Meeting and approved. This item is before the Council again as the public hearing was never opened.

The City of Anna has entered into a contract with CARDS Dallas, Incorporated for solid waste services. The contract was approved by the City Council at the July 14th meeting.

This item is to adopt the solid waste, recycling, bulk trash, and disposal rates which will be charged to the public for the services. The proposed rate for residential services represents a $0.25 reduction in monthly costs per household.

This item does require a public hearing as it is an ordinance to adopt new fees.

FINANCIAL IMPACT:
The Ordinance sets the rates paid by residential and commercial customers for solid waste services in the City of Anna.

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

STAFF RECOMMENDATION:
Conduct a public hearing.

Staff recommends approval.

ATTACHMENTS:

1. Ordinance - Adopt Solid Waste Rates

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 8/20/2020
Jim Proce, City Manager	Final Approval - 8/21/2020

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 completed a request for proposal process and selected a new contractor to provide solid waste and recycling 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 the new contract pricing; 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, 2020; 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, 2020 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 28th day of July 2020.

ATTEST:

_____
City Secretary, Carrie L. Land

APPROVED:

_____
Mayor, Nate Pike

Exhibit A
Current Rates
(following page)

Sec. A6.001 Garbage collection charges

(a) Residential - single-family polycart service*: $15.50 per month for each residential unit.

(b) Commercial polycart collection*: Minimum $15.50 per month.

*Additional polycarts: $5.00 each per month.

*Lost polycart: $75.00 fee.

(c) Dumpster rates*:

Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	Extra Pickup (same day)
2 cu yd	$38.00	$59.00	$80.00	$101.00	$122.00	$29.00
3 cu yd	$48.00	$86.00	$124.00	$162.00	$200.00	$37.00
4 cu yd	$58.00	$106.00	$154.00	$202.00	$250.00	$47.00
6 cu yd	$78.00	$139.00	$200.00	$261.00	$322.00	$52.00
8 cu yd	$98.00	$163.00	$228.00	$293.00	$358.00	$61.00

*Note: Rates do not include sales tax.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

Roll-off bin container rates*:

Size/Pickup	Rental per Day	Cost per Pickup	Delivery Charge
20 cu yd	$4.00	$242.00	$60.00
30 cu yd	$4.00	$301.00	$60.00
40 cu yd	$4.00	$347.00	$60.00
40 cu yd (compactor)	$4.00	$380.00	$60.00

*Note: Rates do not include sales tax or 10% franchise fee.

Exhibit B
Proposed Rates for Adoption

(following page)

Sec. A6.001 Garbage collection charges

(a) Residential polycart collection service, per residential unit*

i. $13.71 per month for solid waste, recycling, and 1x/month bulk trash service*

ii. $1.54 per month disposal fee**

iii. $7.00 per month for each additional polycart

iv. $75.00 lost polycart fee

*Does 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.

(b) Commercial Collection and Disposal Service Rates: the following rates are for commercial solid waste services, which will be billed directly by the city's contractor.

i. Dumpster Collection service rates*:

Dumpster Collection Rates						
Size/Pickup	**1x Week**	**2x Week**	**3x Week**	**4x Week**	**5x Week**	**6x Week**
Cart	$20.48	$40.95	$61.43	$81.91	$103.53	N/A
2 cu yd	$72.90	$118.77	$184.30	$245.73	$318.78	$383.33
3 cu yd	$89.29	$143.34	$192.49	$286.68	$376.34	$452.16
4 cu yd	$105.16	$163.82	$233.55	$327.64	$429.47	$515.81
6 cu yd	$135.04	$245.73	$368.59	$491.45	$614.32	$738.29
8 cu yd	$159.39	$312.14	$442.75	$573.37	$717.26	$860.04

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

ii. 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	$143.90	$287.79	$430.57	$573.37	$717.26	$861.15
4 cu yd	$266.75	$532.40	$799.17	$1,064.82	$1,331.57	$1,597.22
6 cu yd	$409.55	$819.09	$1,228.64	$1,638.18	$2,047.72	$2,457.26
8 cu yd	$561.19	$1,122.38	$1,683.55	$2,211.54	$2,784.90	$3,342.76

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

iii. Commercial Disposal Fees**

Dumpster Disposal Fees						
Size/Pickup	**1x Week**	**2x Week**	**3x Week**	**4x Week**	**5x Week**	**6x Week**
Cart	$8.46	$16.93	$25.39	$33.85	$41.32	N/A
2 cu yd	$30.13	$49.09	$76.17	$101.56	$132.61	$158.44
3 cu yd	$36.90	$59.25	$79.56	$118.49	$156.12	$186.89
4 cu yd	$43.46	$67.71	$96.53	$135.42	$177.51	$213.19
6 cu yd	$55.81	$101.56	$152.35	$203.13	$253.91	$305.15
8 cu yd	$65.88	$129.01	$183.00	$236.98	$296.46	$355.48

Vertical Compactor Disposal Fees						
Size/Pickup	**1x Week**	**2x Week**	**3x Week**	**4x Week**	**5x Week**	**6x Week**
2 cu yd	$59.47	$118.95	$177.97	$236.98	$296.46	$355.93
4 cu yd	$110.26	$220.06	$330.31	$440.11	$550.37	$660.17
6 cu yd	$169.27	$338.55	$507.82	$677.10	$846.37	$1,015.65
8 cu yd	$231.95	$463.90	$695.86	$914.08	$1,151.07	$1,381.65

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

(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.