

AGENDA

City Council Meeting



Tuesday, September 22, 2020 @ 6:30 PM

**Sue Rattan Elementary School
1221 S. Ferguson Parkway, Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on September 22, 2020, at the Sue Rattan Elementary School, Located at 1221 S. Ferguson Parkway, 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. **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. Comprehensive Plan Update. (Director of Development Services Ross Altobelli)

5. **Consent Items.**

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

- a. Approve Council Meeting Minutes for September 8, 2020. (City Secretary Carrie Land)
- b. Review minutes of the July 30, 2020 Special Called Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)
- c. Approve a Resolution authorizing the City Manager to execute a Local Government Project Advance Funding Agreement with TxDOT for the Ferguson Parkway project. (Director of Public Works Greg Peters, P.E.)
- d. Approve a Resolution authorizing the City Manager to execute an agreement for a partnership and cost sharing of costs associated with the construction of public sidewalk in the Northpointe Crossing Subdivision along Elam Drive and Dumas Drive. (Director of Public Works Greg Peters, P.E.)

6. **Items For Individual Consideration.**

- a. Public Hearing: For City Council to hear public comment regarding the creation of the Sherley Tract Public Improvement District. (City Attorney Clark McCoy)
- b. Consider/Discuss/Action regarding a resolution approving the creation of the Sherley Tract Public Improvement District. (City Attorney Clark McCoy)
- c. 1) Conduct a Public Hearing regarding a request to amend subsection 9.04.042(d) *Appeals related to signs* and related sections of the City of Anna Code of Ordinances.

2) Consider/Discuss/Action on a recommendation regarding text amendments to subsection 9.0.042(d) *Appeals related to signs* and related sections of the City of Anna Code of Ordinances. (Director of Development Services Ross Altobelli)
- d. Consider/Discussion/Action on a variance request to allow for modified signage. (Director of Development Services Ross Altobelli).

- e. Consider/Discuss/Action Letter to Governor Abbott regarding Executive Order GA-29. (City Manager Jim Proce)
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:
- 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; Parks Agreements (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).
- 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.
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.
9. **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 September 18, 2020.

Carrie L. Land, City Secretary

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



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020
Staff Contact: Ross Altobelli

AGENDA ITEM:

Comprehensive Plan Update. (Director of Development Services Ross Altobelli)

SUMMARY:

For five months, city staff and the Kimley-Horn-led consultant team have worked together to collect data forming the background of Anna. Through conducting interviews, sharing and assembling Geographic Information Systems (GIS) data, searching through historic documents, and holding two workshops the consultant team has a well-rounded understanding of Anna's past and present.

The first workshop held with the Comprehensive Plan Advisory Task Force (CPATF) on June 25, 2020 to learn about neighbors' feelings of development, opportunities for growth, and community priorities. The keypad polling of priorities was compared to the staff State of the City meeting held June 16, 2020. The presentation and notes are available under the [documents page](#) of [Anna2050.com](#).

The consultant team is compiling the input gathered at the August 11, 2020 Joint Workshop and follow-up surveys. The workbook, presentation, and place types from the Joint Workshop are available on the website under the [documents page](#). The comments and results will be posted in the upcoming week. The consultant team is in the process of analyzing this information in order to create scenarios of the future development patterns based on the impact of decisions made. City staff will meet with the consultants in early October to see the results of the analysis performed by the consultant team. The Comprehensive Plan Advisory Task Force is scheduled to meet Tuesday, October 13, 2020 prior to the regularly scheduled City Council meeting. It is at this meeting that the task force and consultant team will finalize future development scenarios.

Website and Virtual Workshop Rooms.

Since launching the website, [Anna2050.com](#), there have been 1,476 unique visitors.

Due to COVID-19, staff and the consultant team have not been able to host in-person booths at the annual 4th of July nor Anna Harvest Fest to gain input from the community. With modern technology providing the opportunity to reach more people in

the community, the consultant team created virtual workshops for neighbors to provide input. The [first virtual room](#) opened August 11, 2020 and the [second](#) opened August 21, 2020. There have been less than 20 responses for each room. Due to the low response rate, staff and the consultant team have agreed to extend the ending dates for these virtual workshops to October 2, 2020.

The third virtual room will be open by September 25, 2020 and contain more park-specific questions.

Next Meetings

The next Comprehensive Plan Advisory Task Force (CPATF) Meeting is tentatively scheduled for October 13, 2020 prior to the City Council Meeting.

The next Joint Workshop (City Council, P&Z, EDC/CDC, Parks Board, & CPATF) is tentatively scheduled for early December 2020.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Lauren Mecke, Planner II
Jim Proce, City Manager

Created/Initiated - 9/16/2020
Final Approval - 9/17/2020



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020
Staff Contact: Carrie Land

AGENDA ITEM:

Approve Council Meeting Minutes for September 8, 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. CCmin20200908 Draft

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/16/2020
Final Approval - 9/17/2020

**Regular City Council Meeting
Meeting Minutes**



Tuesday, September 8, 2020 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on September 8, 2020, at the Anna ISD Board Room, Located at 201 E. 7th Street, to consider the following items.

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

Mayor Pike called the meeting to order at 6:30 PM.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the invocation and pledge.

3. Neighbor Comments.

No comments.

4. Reports.

- a. Recognize Atmos Energy and their representative John Manganilla for donating helmet cameras (FireCams) to the Anna Fire Department (Interim Fire Chief Dan Wood).

Interim Fire Chief Dan Wood recognized Atmos Energy and their representative John Manganilla for donating helmet cameras (FireCams) to the Anna Fire Department. These cameras will be used by all Fire Operations personnel and will assist greatly in future training, public relations, and recruiting efforts.

- b. Promotional badge pinning and recognition of newly created rank of Fire Department Driver/Engineer (Interim Public Safety Director Ray Isom).

The rank of Driver/Engineer is an industry standard across the fire service and represents a vital component within an Engine Company. This milestone marks the creation of the D/E rank within the Anna Fire Department and helps create a

scalable organization. Newly promoted Driver/Engineers: C. Konosky, C. Watson, and RJ Morgan.

5. **Work Session.**

- a. Discuss 2020-2021 Council Calendar (City Manager Jim Proce)

Staff prepared a calendar with meeting dates and locations for the 2020-2021 Fiscal Year.

6. **Consent Items.**

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

Consent Items 6. h. and i. were removed.

MOTION: Council Member Miller moved to approve consent items 6. a.- g. and j. – k. Council Member Toten seconded. Motion carried 6-0.

- a. Approve Council Meeting Minutes for August 25, 2020 and September 1, 2020. (City Secretary Carrie Land)
- b. Review Quarterly Attendance Records for City Council, Boards and Commissions. (City Secretary Carrie Land)
- c. Review minutes of the August 3, 2020 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)
- d. Approve a Resolution approving the Final Plat for White Oaks Addition, Block A, Lots 1-5. (Director of Development Services, Ross Altobelli)

Five lots on 15.9± acres located at the southeast corner of CR 511 and White Oak Circle. Located within the extraterritorial jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FINAL PLAT OF WHITE OAKS ADDITION, BLOCK A, LOTS 1-5.

- e. Approve a Resolution approving the Revised Preliminary Plat for The Villages of Hurricane Creek. (Director of Development Services, Ross Altobelli)

615 single-family residential lots, 22 common area lots, two parkland lots, one amenity center, and one civic center (fire station) lot on 368.2± acres located 662± feet north of West White Street (FM 455) and 832± feet west of U.S. Highway 75. Zoned Planned Development 689-2015.

The purpose for this revised preliminary plat is to align the road connections with the Villages of Hurricane Creek - North Preliminary Plat.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A REVISED PRELIMINARY PLAT FOR THE VILLAGES OF HURRICANE CREEK.

- f. Approve a Resolution approving the Preliminary Plat for The Villages of Hurricane Creek - North. (Director of Development Services, Ross Altobelli)

829 single-family residential lots and 29 open space lots on 291.4± acres located on the west side of S Central Expressway and 4,255± feet north of White Street (FM 455). Zoned Planned Development-860-2020 and primarily located within the extraterritorial jurisdiction (Resolution No. 2020-06-733).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A REVISED PRELIMINARY PLAT FOR THE VILLAGES OF HURRICANE CREEK.

- g. Approve Ordinance authorizing the acceptance of credit cards and authorizing processing fees for the payment of fees, fines, court costs and other charges.

This Ordinance authorizes the City to accept credit card payments, collect fees for processing credit cards, and charge a service charge for credit cards not honored. The processing fees must be in an amount reasonably related to the expense incurred in processing credit card payments and cannot exceed 5%. If a payment by credit card is not honored, the City may charge an additional service charge in the same amount charged by the credit card processing company to the City.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AUTHORIZING THE ACCEPTANCE OF CREDIT CARDS FOR PAYMENT OF FEES, FINES, COURT COSTS AND OTHER CHARGES; PROVIDING FOR A PROCESSING FEE FOR CREDIT CARD PAYMENT OF FEES, FINES, COURT COSTS AND OTHER CHARGES; PROVIDING FOR A SERVICE CHARGE IF PAYMENT BY CREDIT CARD IS NOT HONORED; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

- h. Approve a Resolution approving a Merchant Processing Agreement between the City of Anna and Express Merchant Processing Solutions, a division of First Data Merchant Services LLC. (Neighborhood Services Director Marc Marchand)

This item was removed from Consent Agenda.

MOTION: Mayor Pike moved to table. Council Member Beazley seconded. Motion carried 6-0.

- i. Conduct a Public Hearing and Consider/Discuss/Action on a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the

company's 2020 rate review mechanism filing, adopting tariffs that reflect rate adjustments, and approving related documents and matters. (City Attorney Clark McCoy)

This item was removed from the Consent Agenda.

Mayor Pike opened the public hearing at 6:48 PM.

No comments.

Mayor Pike closed the public hearing at 6:48 PM.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA , TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATE MAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

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

- j. Approve a Resolution authorizing the City Manager to execute a roadway impact fee reimbursement agreement with LGI Homes - Texas, LLC for the construction of Rosamond Parkway. (Director of Public Works, Greg Peters)

This item is for the approval of a roadway impact fee reimbursement agreement by and between the City of Anna and LGI Homes - Texas, LLC for roadway improvements to Rosamond Parkway in front of the new Shadowbend residential development.

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 in 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.

This agreement allows the City to achieve improvements to a major transportation CIP project in Rosamond Parkway, which is included as a Major Project under Goal 2 of the Strategic Plan for the City of Anna.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND LGI HOMES - TEXAS, A TEXAS LIMITED LIABILITY CORPORATION, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

- k. Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

7. Items For Individual Consideration.

- a. Consider/Discuss/Action approving the purchase of a Software As a Service (SaaS) agreement for Enterprise Resource Planning (ERP) software from Tyler Technologies, Inc of Yarmouth, ME in the amount of \$101,476, and authorize the City Manager to sign the agreement. (Interim Finance Director, Alan Guard)

Tyler Technologies provides Incode, an Enterprise Resource Planning (ERP) system that can integrate most municipal functions into a single platform and interface (for financial transactions) other software systems that are specific to another City service. Incode also provides a more robust reporting function that will provide real-time information for decision-makers. Other capabilities include electronic purchasing workflow for departments allowing them to better manage their budgets while reducing time and paper in the purchasing process.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, APPROVING THE PURCHASE OF A SOFTWARE AS A SERVICE (SASS) AGREEMENT FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE FROM TYLER TECHNOLOGIES, INC OF YARMOUTH, ME IN THE AMOUNT OF \$101,476, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

MOTION: Council Member Bryan moved to approve. Council Member Miller seconded. Motion carried 6-0.

- b. Consider/Discuss/Action approving an Ordinance adopting the FY2021 Budget. (City Manager Jim Proce)

The Annual Budget is developed through an extensive process of reviewing requests received from various City departments, then prioritizing those requests in a manner that utilizes resources effectively, within fiscal constraints, while working to achieve goals set forth by the City Council. The proposed budget was presented to the City Council on August 11 th and was posted on the City's website on August 12 th. The public hearing on the proposed budget and tax rate were conducted on September 1 st .

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF ANNA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; APPROPRIATING MONEY TO AN INTEREST AND SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF ANNA FOR THE 2020 – 2021 FISCAL YEAR.

MOTION: Council Member Beazley moved to approve. Council Member Totten seconded. Motion carried 6-0.

- c. Consider/Discuss/Action regarding a Resolution ratifying the property tax revenue increase reflected in the City of Anna FY2021 Budget. (City Manager Jim Proce)

Section 102.007 of the Local Government Code states that “adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget”.

The budget is funded by a tax rate of \$0.583000, which is less than the tax rate adopted last year. The total amount of revenue generated from property taxes will increase by \$854,621 which is a 11.1 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$611,001.

A RESOLUTION OF THE CITY OF ANNA, ACKNOWLEDGING AND RATIFYING THAT THE ADOPTION OF THE FISCAL YEAR 2020-2021 ANNUAL BUDGET WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS FISCAL YEAR .

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 6-0.

- d. Consider/Discuss/Action approving an Ordinance adopting the FY2021 Tax Rate. (City Manager Jim Proce)

The FY2021 budget can be funded by adopting a tax rate of \$0.583000 cents per \$100 valuation. Of the total tax rate, \$0.467053 cents are dedicated to the general fund maintenance and operations (M&O) and \$0.115947 cents are dedicated for the payment of general fund debt obligations, or interest and

sinking (I&S).

State regulations require specific language to be included in the ordinance and motion adopting the tax rate. The language in the motion is meant to reflect the change in the total tax rate while the language in section 5 of the ordinance only reflects the change in the M&O portion of the rate. The M&O rate exceeds the M&O effective rate by 7.18% and is higher than the FY2020 adopted rate resulting in a \$15.51 increase on a \$100,000 home.

AN ORDINANCE LEVYING PROPERTY TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ANNA FOR THE 2020-2021 FISCAL YEAR; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF ANNA; PROVIDING FOR APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID.

MOTION: Mayor Pike I move that the property tax rate be increased by the adoption of a tax rate of \$0.583000, which is effectively an 2.39% percent increase in the tax rate.” Council Member Miller seconded. Motion carried 6-0.

- e. Consider/Discuss/Action Letter to Governor Abbott regarding Executive Order GA-29. (City Manager Jim Proce)

At the August 11 City Council Meeting, the City Council discussed the merits and intent of submitting a letter to Governor Abbott requesting that he revoke Executive Order GA-29 mandating statewide face coverings. The letter has been drafted based off the direction provided by the City Council on August 11.

MOTION: Mayor Pike moved to table. Council Member Bryan seconded. Motion carried 6-0.

8. **Closed Session (Exceptions).**

Under Tex. Gov'T Code Chapter 551, The City Council May Enter Into Closed Session To Discuss Any Items Listed Or Referenced On This Agenda Under The Following Exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or

expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).

- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Secretary and City Manager Annual Review

MOTION: Council Member Bryan moved to enter closed session. Council Member Beazley seconded. Motion carried 6-0.

Mayor Pike recessed the meeting at 7:08 PM.

Mayor Pike reconvened the meeting at 9:42 PM.

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

No action taken.

- 10. **Adjourn.**

Mayor Pike adjourned the meeting at 9:42 PM.

Approved on September 22, 2020.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020

Staff Contact:

AGENDA ITEM:

Review minutes of the July 30, 2020 Special Called Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. July 30 2020 CDC EDC Joint Meeting Minutes

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 9/16/2020
Final Approval - 9/17/2020

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager



Anna Community Development Corporation and Anna Economic Development Corporation Special Called Meeting Minutes

Thursday, July 30, 2020 at 6:00 pm

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called online meeting at 6:00 p.m. on Thursday, July 30, 2020. The Anna Community Development Corporation and the Economic Development Corporation participated in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

The public observed the open session portions of the meeting online at the City of Anna's Facebook page: <https://www.facebook.com/City-of-Anna-281332118639373/>

CDC and EDC Board Members Present: Anthony Richardson, Rocio Gonzalez, Michelle Hawkins, Bruce Norwood, Shane Williams, Stan Carver and Doris Pierce. **Board Members Absent:** None **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager), Clark McCoy (CDC/EDC Legal Counsel), Dana Thornhill (Finance Director) and Kevin Johnson (IT Manager).

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

The meeting was called to order by Anthony Richardson, Board President, at 6:07 p.m.

2. Invocation and Pledge.

Invocation was given by Anthony Richardson. Pledge of Allegiance was led by Stan Carver.

3. Citizen Comments.

There were no citizen comments.

4. Consider/Discuss/Act on electing a President. (CDC)

5. Consider/Discuss/Act on electing a Vice-President. (CDC)

6. Consider/Discuss/Act on electing a Secretary. (CDC)

7. Consider/Discuss/Act on electing a President. (EDC)

8. Consider/Discuss/Act on electing a Vice-President. (EDC)

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

9. Consider/Discuss/Act on electing a Secretary. (EDC)

Rocio Gonzalez made a motion to elect Anthony Richardson as President on behalf of the CDC and EDC. Michelle Hawkins seconded the motion. All were in favor. Anthony Richardson abstained. Motion passed.

Anthony Richardson made a motion to elect Stan Carver as Vice-President on behalf of the CDC and EDC. Doris Pierce seconded the motion. All were in favor. Stan Carver abstained. Motion passed.

Anthony Richardson made a motion to elect Rocio Gonzalez as Secretary on behalf of the CDC and EDC. Bruce Norwood seconded the motion. All were in favor. Rocio Gonzalez abstained. Motion passed.

10. Consider/Discuss/Act on approving minutes from the July 2, 2020 CDC Special Called Meeting. (CDC)

11. Consider/Discuss/Act on approving minutes from the July 2, 2020 EDC Special Called Meeting. (EDC)

Rocio Gonzalez made a motion to approve the minutes on behalf of the CDC and EDC for the July 2, 2020 Joint CDC/EDC Meeting. Shane Williams seconded the motion. All were in favor. Motion passed.

12. Hold a public hearing and act on a resolution approving the Fiscal Year 2020-2021 budget and authorizing publication of the adopted budget. (CDC)

Anthony Richardson opened the public hearing at 6:20 p.m.

Joey Grisham introduced Dana Thornhill, Finance Director, to discuss the City of Anna investment policy. The CDC and EDC investment funds are in their own account in the City's local depository, and since they are separate bank accounts, it doesn't allow the opportunity to pool funds with the city to invest. Ms. Thornhill stated the CDC funds are too small to invest on their own as interest rates are too low to gain significant revenue. Closing CDC and EDC accounts and combining funds with the City of Anna's funds would allow for greater interest revenue. The general ledger would provide the exact amount of funding for the CDC and EDC.

Joey Grisham provided a presentation about the CDC and EDC Budgets, and proposed a \$1,311,140 FY 2021 CDC Budget. Staff is proposing increasing the amount for grants to \$100,000. The line item for the Greater Anna Chamber of Commerce contract is the same as last year at \$42,000. The contract will be brought before the Board in September so the funding amount may change. Staff is working with the Neighborhood Services Director and Greater Anna Chamber of Commerce President related to community events. The contract services line item also includes the current marketing plan and tagline development project and a retail/restaurant/entertainment attraction plan. Fund balance is projected to be near 100% of the current year budget. Joey stated that the CDC is in a strong position for future projects. As the downtown plan takes shape and City Hall is completed, several

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

opportunities are expected to come to fruition. Anthony Richardson asked about the marketing line item in the CDC Budget and Joey Grisham explained that unspent funds budgeted for marketing may be rolled over to the next fiscal year and that state law allows the Corporations to spend ten percent of their budget on marketing and promotion expenses.

Doris Pierce asked Joey Grisham to explain the Chief Partners payment. Joey Grisham explained there is a previous agreement with the developer of Wal-Mart and surrounding property to rebate 90% of the sales tax revenue back to the developer for costs incurred for infrastructure investments. A second phase includes a 70% rebate for the property moving north of Wal-Mart up to the Freestanding ER. The term is twenty years for both agreements or until the max rebate amount is reached, whichever comes first.

Stan Carver asked about the Hurricane Creek Country Club Membership. Joey Grisham explained the Club does not charge the CDC for its membership, only for meals or other charges incurred.

Doris Pierce asked if travel and training expenses were not used this year, what would happen to those funds. Joey Grisham explained the unspent funds could be moved to fund balance or be used for another expense.

Anthony Richardson closed the public hearing at 7 pm.

Anthony Richardson made a motion to approve a resolution on behalf of the CDC Board approving the Fiscal Year 2020-2021 budget and authorizing publication of the adopted budget. Bruce Norwood seconded the motion. All were in favor. Motion passed.

13. Consider/Discuss/Act on a resolution approving the Fiscal Year 2020-2021 budget. (EDC)

Joey Grisham presented a \$99,650 EDC budget for FY 2021 with most of items falling under the Contract Services line item: architectural and signage contracts for the Business Park, legal fees, audit expenses, and printer and janitorial services at the Inc-Cube, etc. He reminded the Board that the EDC does not currently receive sales tax collections and that some of the funding for the FY 2021 budget is coming from the Fund Balance. The projected Fund Balance for FY 2021 is \$343,203.

Bruce Norwood made a motion on behalf of the EDC to approve a resolution approving the Fiscal Year 2020-2021 budget. Stan Carver seconded the motion. All were in favor. Motion passed.

14. Director's Report

A. Report on current corporate financial status—Discussion Only

Joey Grisham explained that sales tax collections increased 37% in May over last year, likely from the opening of new restaurants. This trend is expected to continue as new restaurants like Sunview Café open soon.

B. Greater Anna Chamber Golf Tournament—August 24

The golf tournament was rescheduled from the spring because of COVID. The CDC's sponsorship includes two teams and board members should e-mail Taylor if they would

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

like to play. This year's tournament will begin at 7:00 a.m. on Monday, August 24th. Stan Carver shared that this is a great networking event for local businesses and organizations. Doris Pierce and Michelle Hawkins offered to help during the event and attend rather than play.

C. ED Strategic Plan Update

Yesterday, Joey Grisham and Taylor Lough kicked off the Marketing Plan with Cooksey Communications. They have experience with both cities and economic development organizations.

D. Upcoming Meeting Schedule

Unless the Board needs to meet in August, the next scheduled Board meeting is Thursday, September 3, 2020. Bruce Norwood and Shane Williams asked for the option to meet in person. Kevin Johnson added that we can stream the video live whether in person or virtually. Anthony Richardson added that we may need a hybrid in order to maintain proper social distancing spacing.

E. Comp Plan, Downtown Master Plan, and Parks/Trails Master Plan Update

On Tuesday, August 11th, there is a joint meeting with the City Council, CDC/EDC Board, Parks Board, and Planning and Zoning Board at Rattan Elementary. A survey was sent out and a website will be finalized soon. This will be a great opportunity to meet the consultant team and provide additional input on the plans. A notice of potential quorum will be posted.

15. CLOSED SESSION (exceptions):

- A. Deliberate regarding the purchase, exchange, lease or value of real property. **(Tex. Gov't Code §551.072)** possible property acquisition; possible land sale/purchase; Anna Business Park.
- B. **Consult with legal counsel** on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code **(Tex. Gov't Code §551.071)**; Grant program; Lease agreement; and promotional contract.
- C. **Discuss or deliberate Economic Development Negotiations:**
 - (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the Board is conducting economic development negotiations; or,
 - (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). **(Tex. Gov't Code §551.087)** Anna Business Park Property; potential retail and medical projects.

Stan Carver made a motion to enter closed session. Shane Williams seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 7:23 p.m.

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

Stan Carver made a motion to reconvene into open session. Doris Pierce seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 8:18 p.m.

Officers:

Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

Anthony Richardson made a motion to recommend the City Council approve a Chapter 380 agreement with Italian Villa for a Small Business Grant of \$5,000, pending a signed lease of at least 5 years and construction contract to be executed before December 30, 2020 within the City of Anna, Texas. Shane Williams seconded the motion. All were in favor. Bruce Norwood abstained. Motion passed.

17. Receive reports from staff or Board Members 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.

Stan Carver explained that Sunview Café is opening soon and is actively hiring. The Greater Anna Chamber of Commerce is holding their annual golf tournament on August 24th. Anna residents are organizing a patriotic display at Lake Texoma this Saturday. Anna ISD is opening soon in person and virtually.

18. Adjourn.

Shane Williams made a motion to adjourn the meeting at 8:23 pm. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

APPROVED:



Anthony D Richardson (Sep 11, 2020 06:47 CDT)

Anthony Richardson
President of CDC/EDC

ATTESTED:



Rocio Gonzalez
Secretary of CDC/EDC

July 30 2020 CDC EDC Joint Meeting Minutes - CORRECTED2

Final Audit Report

2020-09-11

Created:	2020-09-09
By:	Taylor Lough (tlough@annatexas.gov)
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"July 30 2020 CDC EDC Joint Meeting Minutes - CORRECTED2" History

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2020-09-11 - 9:13:38 PM GMT



Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a Local Government Project Advance Funding Agreement with TxDOT for the Ferguson Parkway project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna has a CIP project identified for the future construction of Ferguson Parkway from Elm Street to the Collin County Outer Loop. The City has partnered with the North Texas Council of Governments to fund the engineering design of the project as a Surface Transportation Block Grant Program Project.

The City previously funded the schematic design phase for the project using only City funds.

Since the next phase of the project will have State and Federal funding, it is required for TxDOT to provide design review and oversight for the project. As such, the City is required to execute an agreement with TxDOT, called a Local Government Project Advanced Funding Agreement, or LPAFA for short.

The LPAFA defines the roles of both the City and TxDOT in the advancement of the project, including the review fees and project management fees which the City will pay for TxDOT's services.

This LPAFA is for environmental clearance and engineering design only. A future LPAFA will be required for the construction phase of the project. Execution of the LPAFA is required in order to begin the engineering scope of the project.

FINANCIAL IMPACT:

The LPAFA estimates a total direct cost for TxDOT review and management to be \$3,485, which will be paid to TxDOT by the City of Anna at the start of the project. The final cost will be based on actual time and costs encountered during the project.

The LPAFA also defines the funding mechanisms for the environmental and design scope, including:

Total estimated cost: \$1,400,000
Federal Participation: \$1,072,481
State Participation: \$59,807
Local (City of Anna) Participation: \$268,120

Therefore, the agreements with NCTCOG and TxDOT result in the City receiving \$1,131,880 in project funding from the State and Federal Government, saving our local tax dollars.

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth (Major Project identified)

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

1. Res. Advanced Funding Agreement C03029D20200916CR1
2. City of Anna 0918-24-249 - Ferguson Parkway - STBG

APPROVALS:

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

Created/Initiated - 9/16/2020
Final Approval - 9/17/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING
THE CITY MANAGER TO EXECUTE AN ADVANCE FUNDING AGREEMENT WITH
THE TEXAS DEPARTMENT OF TRANSPORTATION**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115550 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the preliminary engineering for the reconstruction and widening of a roadway including a bridge (Project); and

WHEREAS, the scope of work for the Project consists of the preliminary engineering for the reconstruction and widening of a 2-lane roadway to a 4-lane urban divided roadway, with future widening to a 6-lane urban divided roadway, that will include new sidewalks and the construction of a 6-lane bridge over Slayter Creek along Ferguson Parkway from Elm Street to The Collin County Outer Loop in the City of Anna; and

WHEREAS, the Advanced Funding Agreement approved by this resolution sets forth the cost sharing for the Project using federal, state and local funds and other obligations of the parties;

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 Advance Funding Agreement.

The City Council of the City of Anna, Texas hereby approves the Advance Funding Agreement For Surface Transportation Block Grant Program Project Off-System (Advanced Funding Agreement), by and between the City of Anna, Texas and the State of Texas, acting by and through the Texas Department of Transportation, and authorizes, ratifies and approves the City Manager's execution of the Advanced Funding Agreement on behalf of the City of Anna, Texas.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 22nd day of September 2020.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

TxDOT:		Federal Highway Administration:	
CSJ #	0918-24-249	CFDA No.	20.205
District #	18 - Dallas	CFDA Title	Highway Planning and Construction
Code Chart 64 #	01300		
Project Name	Ferguson Parkway	AFA Not Used For Research & Development	
Limits	On Ferguson Parkway from Elm Street to the Collin County Outer Loop		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant (STBG) Program Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Anna**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the preliminary engineering for the reconstruction and widening of a roadway**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation

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Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated [REDACTED], which is attached to and made a part of this Agreement as Attachment A, Resolution. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the preliminary engineering for the reconstruction and widening of a 2-lane roadway to a 4-lane urban divided roadway, with future widening to a 6-lane urban divided roadway, that will include new sidewalks and the construction of a 6-lane bridge over Slayter Creek along Ferguson Parkway from Elm Street to The Collin County Outer Loop in the City of Anna as shown on Attachment B, Project Location Map.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

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- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

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- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is

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reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Anna ATTN: Director of Public Works 111 North Powell Parkway Anna, TX 75409	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

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notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If 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 any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles,

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and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses

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to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

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expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou_attachments.pdf.

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- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Jim Proce
City Manager
City of Anna

Date

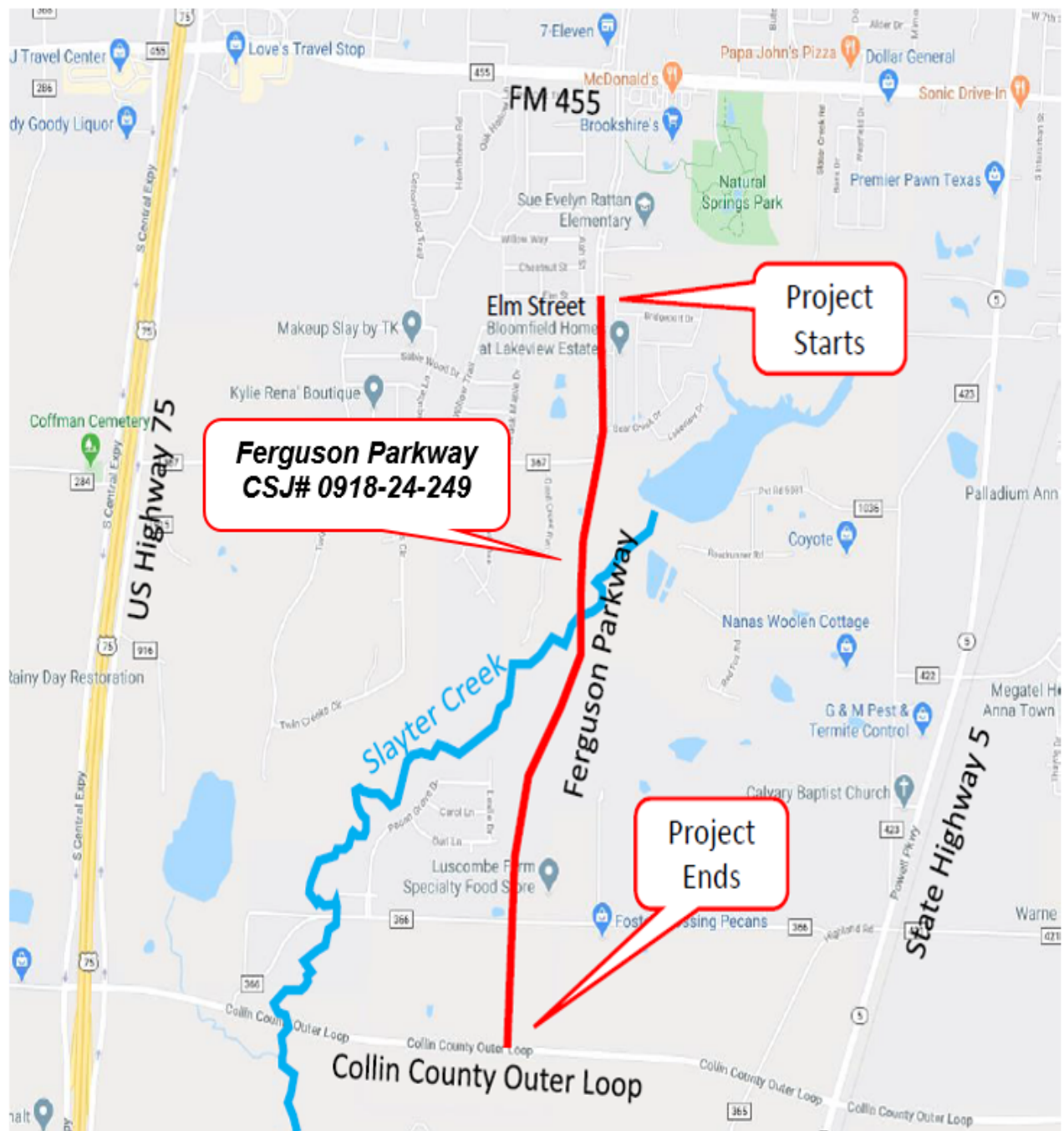
Date

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ATTACHMENT A RESOLUTION

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

Preliminary engineering costs will be based on 80% Federal funding (Cat. 7) and 20% Local Government funding until Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the project and direct state costs, and 100% of project overruns.

The Project cost is to be as follows:

PROJECT BUDGET							
DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Environmental (by Local) Cat. 7	\$128,698	80%	\$102,958	0%	\$0	20%	\$25,740
Engineering (by Local) Cat. 7	\$1,194,476	80%	\$955,581	0%	\$0	20%	\$238,895
Subtotal	\$1,323,174		\$1,058,539		\$0		\$264,635
Direct State Cost – Env	\$4,357	80%	\$3,486	0%	\$0	20%	\$871
Direct State Cost – Eng.	\$4,358	80%	\$3,486	0%	\$0	20%	\$872
Direct State Cost – ROW	\$4,356	80%	\$3,485	0%	\$0	20%	\$871
Direct State Cost – UTL	\$4,356	80%	\$3,485	0%	\$0	20%	\$871
Direct State Cost – CNST	\$0	0%	\$0	0%	\$0	0%	\$0
Subtotal	\$17,427		\$13,942		\$0		\$3,485
Indirect State Cost – 4.52%	\$59,807	0%	\$0	100%	\$59,807		\$0
TOTAL	\$1,400,408		\$1,072,481		\$59,807		\$268,120

Initial Payment by the Local Government to the State: \$3,485.

Payment by the Local Government to the State prior to construction: \$0.

Estimated total payment due by the Local Government to the State: \$3,485.

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Item No. 5.d.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute an agreement for a partnership and cost sharing of costs associated with the construction of public sidewalk in the Northpointe Crossing Subdivision along Elam Drive and Dumas Drive. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

There is a segment of unbuilt public sidewalk in Phase 1 North of Northpointe Crossing along Elam Drive and Dumas Drive, adjacent to the HOA lot which has a playground on it. The HOA recently installed the playground. The City of Anna has been working with the Northpointe HOA to develop a cost-sharing solution to allow this sidewalk to be constructed.

The original developer who constructed this phase of Northpointe Crossing is no longer involved in the project and is no longer conducting any development business in the City. At the time of construction, the original developer should have constructed this segment of sidewalk during the completion of public improvements.

Under our current standards, developers are required to construct sidewalk along public right-of-way adjacent to HOA lots prior to the City accepting the public improvements. However, at the time of construction of Phase 1 North this was not done.

City staff finds it in the public interest to construct this sidewalk to allow proper pedestrian mobility in the subdivision and access to the HOA lot which contains a playground. The City has coordinated with the Northpointe HOA and reached a tentative agreement, if approved by the City Council, whereby the Northpointe HOA will share in the construction costs with a 50/50 match. The City would manage the project and oversee the construction.

Staff has obtained three quotes for the construction, and recommends a budget of \$12,000 for the project, with \$6,000 being paid by the HOA to the City prior to construction taking place. Any remaining funds will be reimbursed back to the HOA at the completion of the project.

FINANCIAL IMPACT:

The City's obligation is approximately \$6,000.00, depending upon final construction costs. This funding would come from the Street Department's annual operating budget.

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

1. Resolution-Northpointe Sidewalk
2. Northpointe Sidewalk Agreement C03029D20200902CR1

APPROVALS:

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

Created/Initiated - 9/16/2020
Final Approval - 9/17/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING A SIDEWALK COST SHARING AGREEMENT FOR PUBLIC SIDEWALK ON DUMAS DRIVE AND ELAM DRIVE BY AND BETWEEN THE CITY OF ANNA AND NORTHPOINTE CROSSING HOMEOWNERS ASSOCIATION, INCORPORATED, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a segment of public sidewalk in Phase 1 North of Northpointe Crossing Subdivision on Dumas Drive and on Elam Drive which was not constructed with the public improvements by the original developer; and

WHEREAS, Phase 1 North of Northpointe Crossing Subdivision is built-out and the original development company is no longer involved in Northpointe Crossing or any development projects in the City of Anna; and

WHEREAS, the City of Anna finds it in the best interest of the public to ensure adequate sidewalks along public rights-of-way for pedestrian mobility; and

WHEREAS, the HOA is the sole owner of Lot 29, Block A of Phase 1 of the Neighborhood (the “HOA Property”); and

WHEREAS, the HOA desires the construction of a four-foot wide concrete sidewalk on and near the HOA Property extending approximately 565 linear feet (the “Sidewalk Project”); and

WHEREAS, the Sidewalk Project is intended to connect two existing sidewalk segments that run along and near the intersection of Elam Drive and Dumas Drive as depicted in Exhibit A, attached to this Agreement and incorporated herein by reference; and

WHEREAS, the City has estimated that the cost of construction of the Sidewalk Project is \$12,000.00 (the “Estimated Cost”); and

WHEREAS, the City of Anna’s portion of the funding is estimated to total \$6,000 and will come from the Public Works Street Division’s annual operating budget for sidewalk construction; and

WHEREAS, the HOA and the City desire to enter into this Agreement to share in the cost of said construction in order to facilitate and accelerate the construction of the Sidewalk Project in accordance with the terms of this Agreement.

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 Funding.

That the City Manager is hereby authorized to fund the improvements as described in the Subdivision Improvement Agreement attached hereto as Exhibit "A."

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 22nd day of September 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Nate Pike

SIDEWALK COST-SHARING AGREEMENT

This Sidewalk Cost-Sharing Agreement (this “Agreement”), dated as of the 22nd day of September, 2020 (“Effective Date”), is made and entered into by and between the City of Anna, Texas, a home-rule municipality (the “City”) and Northpointe Crossing Homeowners’ Association, Inc., a Texas nonprofit corporation (the “HOA”).

WHEREAS, the HOA is the homeowners association for the developing subdivision known as Northpointe Crossing (the “Neighborhood”); and

WHEREAS, the HOA is the sole owner of Lot 29, Block A of Phase 1 of the Neighborhood (the “HOA Property”); and

WHEREAS, the HOA desires the construction of a four-foot wide concrete sidewalk on and near the HOA Property extending approximately 565 linear feet (the “Sidewalk Project”); and

WHEREAS, the Sidewalk Project is intended to connect two existing sidewalk segments that run along and near the intersection of Elam Drive and Dumas Drive as depicted in **Exhibit A**, attached to this Agreement and incorporated herein by reference; and

WHEREAS, the City has estimated that the cost of construction of the Sidewalk Project is \$12,000.00 (the “Estimated Cost”); and

WHEREAS, the HOA and the City desire to enter into this Agreement to share in the cost of said construction in order to facilitate and accelerate the construction of the Sidewalk Project in accordance with the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and conditions contained in this Agreement, the City and the HOA agree as follows:

1. The City shall manage all aspects of the design and construction of the Sidewalk Project. The Sidewalk Project shall be constructed in accordance with all applicable City regulations.
2. Before design and construction of the Sidewalk Project commences, the HOA shall dedicate to the City any necessary easement(s) to allow for construction the Sidewalk Project, permanent maintenance of the completed sidewalk, and public access over and on the completed sidewalk. The HOA will further grant temporary workspace or easements across the HOA Property as may be required to construct the Sidewalk Project.

3. The City and the HOA will share equally in the cost of the Sidewalk Project. The HOA will deposit with the City the cash sum of \$6,000.00, which is 50% of the Estimated Cost. Said deposit must be made before commencement of the design and construction of the Sidewalk Project. The City agrees to use said deposited funds solely for the costs of the design and construction of the Sidewalk Project. The City shall have no obligations under this Agreement until said cash deposit has been received by the City.
4. The City shall commence construction of the Sidewalk Project within 30 days after the date that the HOA makes the deposit referenced above. The City shall complete Sidewalk Project within 30 days after the deadline to commence construction.
5. Upon completion of the Sidewalk Project the City shall provide the HOA with evidence of the actual cost paid by the City for the design and construction of the Sidewalk Project (the "Actual Cost"). If the Actual Cost exceeds the Estimated Cost, the HOA shall pay the City the cash sum that is equal to 50% of the amount of the Actual Cost that exceed the Estimated Cost and such payment shall be due within 30 days of the City providing the HOA with proof of the Actual Cost. If the Actual Cost is less than the Estimated Cost, the City shall pay the HOA the cash sum that is equal to 50% of the amount of Estimated Cost that exceed the Actual Cost and such payment shall be due within 30 days of the City providing the HOA with proof of the Actual Cost.
6. Upon completion of the Sidewalk Project, the City will permanently maintain the completed sidewalk in a manner similar to the other public sidewalks in the Neighborhood. The City shall not maintain nor be responsible in any manner for operation or maintenance of any portion of the HOA Property other than the completed sidewalk.
7. This Agreement is intended solely for the benefit of the parties hereto and does not confer any rights on any person or entity not a party to this Agreement, nor does it create any third party beneficiaries to this Agreement.
8. Any agreement, notice, correspondence, information and/or other documentation required and/or referred to in this Agreement shall be in writing. This Agreement may not be amended and/or modified except on written consent of the party thereto. Except as expressly set forth herein, this agreement does not commit the parties to any future obligations.
9. Waiver by either party of any breach of this Agreement affecting such party, or the failure of either party to enforce any of the provisions of

this Agreement, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

10. No party shall be in default under this Agreement until written notice of the default has been given to the defaulting party (which notice shall describe in reasonable detail the nature of the default) and the defaulting party has been given thirty (30) calendar days to cure said default. If a party is in default under the Agreement, the non-defaulting party may, as its sole remedy, seek specific performance.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by the parties.
12. The Agreement shall be construed in accordance with Texas law without regard to its conflict of laws provisions.
13. Venue for any action arising hereunder shall be in Collin County, Texas.
14. Any notice or other communication required by this Agreement to be given, provided, or delivered shall be in writing addressed as set forth below. Notices shall be considered given or provided for purposes of this Agreement: (a) if by Certified Mail, five (5) business days after deposited with the U.S. Postal Service, Certified Mail, Return Receipt Requested; or (b) if by private delivery service (e.g. FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address.

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 intended for the HOA:

Sonia M. Lopez
Principal Management Group of Texas
12700 Park Central Drive, Suite 600
Dallas, TX 75251

15. Each party has the right to change, from time to time, its notice addresses by giving at least ten (10) business day's written notice to the other party. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall be extended to the first business day following such Sunday, Saturday, or legal holiday.
16. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the parties negotiated and entered into this Agreement; and (c) reflect the final intent of the parties with regard to the subject matter of this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the parties, as evidenced by the recitals, shall be given full effect. The parties have relied, to their material detriment, upon the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.
17. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. A facsimile signature will also be deemed to constitute an original if properly executed.
18. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.
19. The parties agree that they have not waived any respective sovereign immunity by entering into and performing their respective obligations under this Agreement.
20. This Agreement is not assignable.
21. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

22. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as is such invalid, illegal, or unenforceability provision had never been contained herein.
23. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

CITY OF ANNA, TEXAS

By: _____
Jim Proce, City Manager

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Jim Proce known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative of and for the CITY OF ANNA, TEXAS, a Texas political subdivision, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission Expires:

NORTHPOINTE CROSSING HOMEOWNERS' ASSOCIATION, INC.

By: _____
Kelly Patterson-Herndon, its President

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Kelly Patterson-Herndon, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the duly authorized representative of and for Northpointe Crossing Homeowners' Association, Inc., a Texas nonprofit corporation, and she executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission Expires:

COLLIN COUNTY, TEXAS

By:

Date:

STATE OF TEXAS :

:

COUNTY OF :

Before me, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative of and for the COLLIN COUNTY, TEXAS, a Texas political subdivision, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission Expires:

NORTH TEXAS MUNICIPAL WATER DISTRICT,
A Texas political subdivision

By:

Date:

STATE OF TEXAS :
 :
COUNTY OF :

Before me, the undersigned authority, on this day personally appeared Thomas W. Kula, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative of and for the NORTH TEXAS MUNICIPAL WATER DISTRICT, a Texas political subdivision, and he executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public in and for the State of Texas

My Commission Expires:

Exhibit A

Northpointe Crossing Sidewalk Improvements



Proposed 565 LF of
new 4' sidewalk



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020
Staff Contact: Clark McCoy

AGENDA ITEM:

Public Hearing: For City Council to hear public comment regarding the creation of the Sherley Tract Public Improvement District. (City Attorney Clark McCoy)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Open and close public hearing

ATTACHMENTS:

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 9/16/2020
Final Approval - 9/17/2020



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020
Staff Contact: Clark McCoy

AGENDA ITEM:

Consider/Discuss/Action regarding a resolution approving the creation of the Sherley Tract Public Improvement District. (City Attorney Clark McCoy)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Sherley Tract PID Creation Resolution C19001D20200825
2. Sherley Tract Exhibit
3. Exhibit - Property Depiction

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 9/16/2020
Final Approval - 9/17/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION REGARDING THE CREATION OF THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the City of Anna, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

WHEREAS, on July 10, 2020, there was submitted to and filed with the City Secretary of the City pursuant to the Act that 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" (the "Petition") requesting the establishment of a public improvement district covering approximately 290.877 acres located in the extraterritorial jurisdiction (the "ETJ") of the City described in the Petition and Exhibit A attached hereto, and to be known as the "Sherley Tract Public Improvement District" (the "District");

WHEREAS, the City Council of the City (the "City Council") received the Petition and determined that it satisfied the requirements of the Act;

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), the City Council opened and conducted a public hearing on September 22, 2020, to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

WHEREAS, all owners of property located within the public improvement district and all other interested persons were given the opportunity at such public hearing to speak for or against the creation of the District and the proposed public improvements; and

WHEREAS, the City Council has made findings based on the information contained in the petition presented to the City Council and the comments received at the public hearing. Now, therefore,

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

Section 1. The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

Section 2. The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

- (a) the Petition was filed with the City Secretary and was signed by 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 appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who own taxable real property that constitutes

more than 50 percent of the area of all real property that is liable for assessment under the proposal;

- (b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;
- (c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;
- (d) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;
- (e) the boundaries of the District include all of the property that is set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;
- (f) the assessment of costs of the proposed improvements will be levied on each parcel of property within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted;
- (g) the costs of the improvements shall be apportioned between the District and City such that all such costs are paid from the assessments levied on the property within the District and other sources available to the owners and developers of the property within the District, as further described in Exhibit B; and
- (h) the District shall be managed without the creation of an advisory body.

Section 3. Based on the foregoing, the Sherley Tract Public Improvement District is hereby created and the public improvements described in Exhibit B are authorized to be made in accordance with the service and assessment plan to be approved by the City Council.

Section 4. After adoption of this resolution, the City Secretary is authorized and directed to cause a copy of this resolution to be published in a newspaper of general circulation within the City and within the ETJ of the City.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. The authorization of the District pursuant to this resolution shall take effect upon publication of this resolution as provided above.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS,
THIS 22ND DAY OF SEPTEMBER, 2020.

Nate Pike, Mayor

ATTEST:

Carrie L. Smith, City Secretary

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF BOUNDARIES

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;

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.

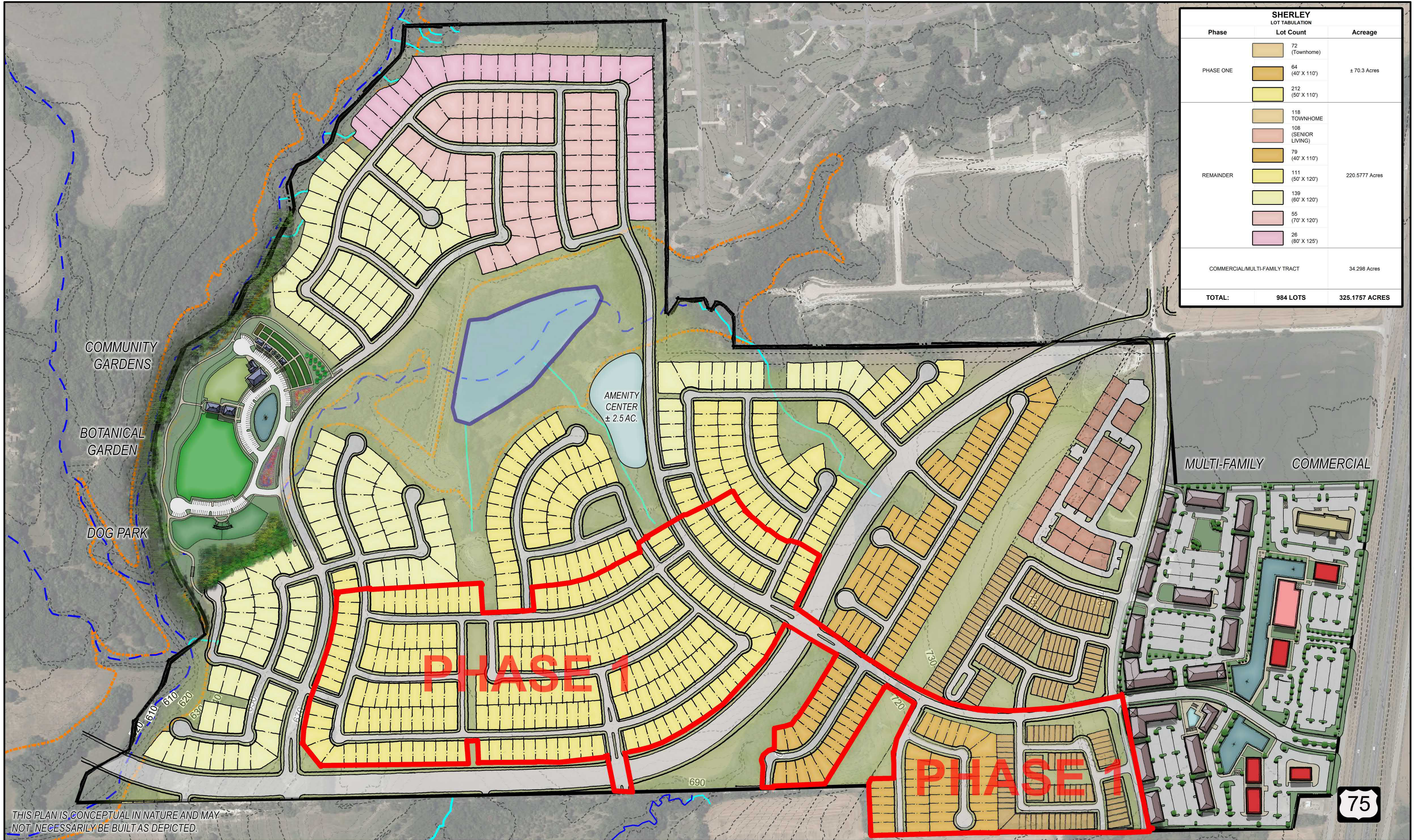
"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political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

EXHIBIT B

PROPOSED IMPROVEMENTS AND ESTIMATED COSTS

Nature of the Authorized Improvements: The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act (the “Authorized Improvements”) that are necessary for the development of the Property, which 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.

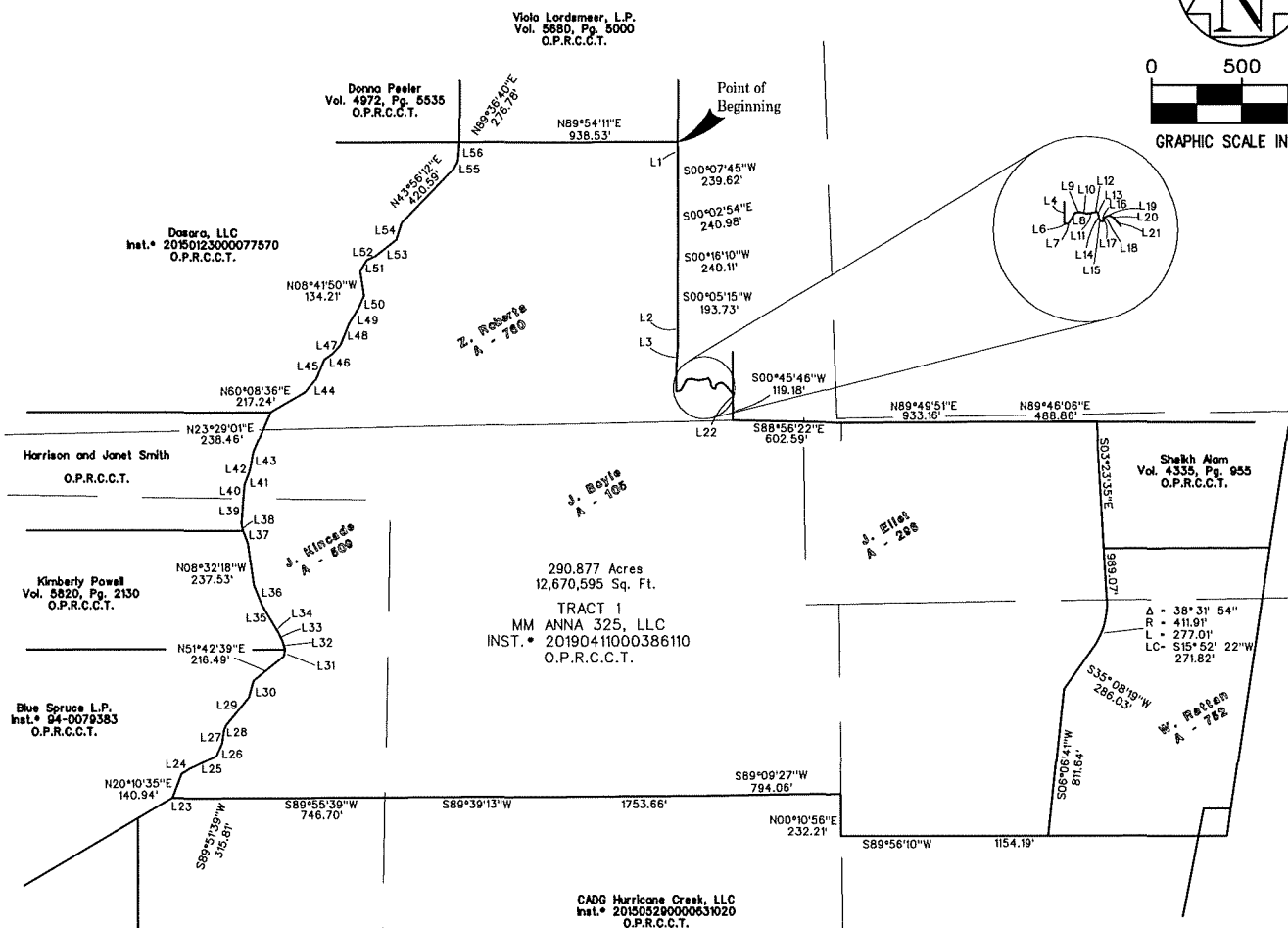
Estimated Costs of the Authorized Improvements and Apportionment of Costs: The estimated total costs of the Authorized Improvements is \$32,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property and potential tax increment reinvestment zone revenues. The developer of the property (the “Developer”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer, and possible tax increment reinvestment zone revenue.





0 500 1000

GRAPHIC SCALE IN FEET



NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	S 01° 39' 27" E	46.23'	L36	N 22° 04' 56" W	112.22'
L2	S 00° 09' 49" W	159.37'	L37	N 21° 21' 56" W	73.37'
L3	S 03° 07' 30" W	136.17'	L38	N 12° 45' 32" W	39.65'
L4	S 00° 10' 28" W	117.40'	L39	N 04° 05' 51" E	114.57'
L5	S 89° 51' 18" E	18.32'	L40	N 05° 37' 47" E	102.03'
L6	N 55° 45' 18" E	13.27'	L41	N 20° 12' 50" E	61.91'
L7	N 29° 20' 54" E	61.95'	L42	N 15° 56' 54" E	37.72'
L8	N 82° 59' 12" E	29.11'	L43	N 10° 49' 32" E	87.03'
L9	S 76° 48' 02" E	38.97'	L44	N 40° 36' 12" E	97.96'
L10	N 81° 31' 02" E	42.52'	L45	N 22° 54' 02" E	117.90'
L11	N 64° 56' 10" E	12.15'	L46	N 54° 18' 35" E	58.08'
L12	S 30° 32' 08" E	25.22'	L47	N 42° 30' 22" E	62.53'
L13	S 00° 14' 15" W	13.28'	L48	N 22° 13' 30" E	121.36'
L14	S 32° 18' 58" E	21.36'	L49	N 31° 23' 35" E	106.80'
L15	S 78° 07' 20" E	14.66'	L50	N 24° 37' 01" E	76.66'
L16	N 10° 26' 28" E	17.31'	L51	N 30° 06' 30" E	75.08'
L17	N 53° 35' 10" E	21.88'	L52	N 66° 06' 02" E	55.48'
L18	N 78° 49' 58" E	15.44'	L53	N 52° 19' 07" E	141.40'
L19	S 57° 06' 59" E	24.14'	L54	N 18° 14' 45" E	95.78'
L20	S 41° 22' 42" E	62.38'	L55	N 28° 03' 26" E	46.51'
L21	S 01° 13' 29" E	28.82'	L56	N 04° 16' 56" E	105.49'
L22	S 89° 09' 41" W	111.58'			
L23	N 55° 00' 59" E	55.72'			
L24	N 65° 08' 55" E	164.54'			
L25	N 24° 07' 01" E	75.15'			
L26	N 08° 28' 12" E	68.74'			
L27	N 18° 33' 24" E	30.27'			
L28	N 39° 07' 19" E	204.32'			
L29	N 15° 58' 26" E	96.33'			
L30	N 10° 14' 20" E	39.18'			
L31	N 16° 20' 38" W	43.77'			
L32	N 25° 38' 17" W	56.21'			
L33	N 30° 23' 51" W	42.71'			
L34	N 30° 57' 56" W	141.18'			
L35					

"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 A-3 "PID PROPERTY" 290.877 ACRES



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020

Staff Contact:

AGENDA ITEM:

1) Conduct a Public Hearing regarding a request to amend subsection 9.04.042(d) *Appeals related to signs* and related sections of the City of Anna Code of Ordinances.

2) Consider/Discuss/Action on a recommendation regarding text amendments to subsection 9.0.042(d) *Appeals related to signs* and related sections of the City of Anna Code of Ordinances. (Director of Development Services Ross Altobelli)

SUMMARY:

See attached staff report

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Ordinance (Text Amendment Signs Variance Regs)
2. Staff Report

APPROVALS:

Lauren Mecke, Planner II
Jim Proce, City Manager

Created/Initiated - 9/17/2020
Final Approval - 9/17/2020

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 9 (PLANNING AND DEVELOPMENT REGULATIONS); 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 subdivision of land, zoning, signs, landscape regulations, and tree preservation in the City; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices and have held the public hearings as required by law and afforded a full and fair hearing to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Article 9.04 Zoning Ordinance and Article 9.05 Signs 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. Amendment

In accordance with Article 1.01 of the Anna City Code of Ordinances ("Anna Code"), the amendments made to Chapter 9 (Planning and Development Regulations) are hereby amended as follows.

ARTICLE 9.04 ZONING ORDINANCE

[...]

Sec. 9.04.042 Board of adjustment

[...]

~~(d) Appeals related to signs.~~

~~(1) The board of adjustment shall sit as a board of appeals in public hearings for purposes of the sign ordinance (Ordinance No. 2001-01). In considering requests for variances from the requirements of the sign ordinance, the board of adjustment shall consider the following factors,~~

including but not limited to:

- ~~(A) — The degree of the requested variance;~~
- ~~(B) — The reason for the requested variance;~~
- ~~(C) — The location of the requested variance;~~
- ~~(D) — The duration of the requested variance;~~
- ~~(E) — The effect of the requested variance on public safety;~~
- ~~(F) — The effect of the requested variance on the general plan for signage within the city;~~
- ~~(G) — The protection of neighborhood property and property values;
and~~
- ~~(H) — The degree of hardship or injustice involved.~~

~~(2) — The board of adjustment shall either: grant the requested variance, deny the requested variance, or grant a variance of a greater or lesser nature than the requested variance.~~

~~(e) (d) Appeals not related to signs.~~

~~[...]~~

~~(f) (e) Variances~~

~~[...]~~

~~(g) (f) Changes.~~

~~[...]~~

ARTICLE 9.05 SIGNS

~~[...]~~

Sec. 9.05.012 Variances

~~An application for a variation to the conditions of these sign regulations shall be accompanied by a variance application fee in the amount in the amount set forth in [section A5.003](#) of the fee schedule in [appendix A](#) of this code. Such application for a variance may cover more than one sign, but shall apply to one applicant and one location. The notification for a variance application must appear in the official~~

~~newspaper of the city at least seven days prior to the date on which the request is heard by the city's board of adjustment. The variation application must contain the following information:~~

(a) City council has the authority to approve variations to the conditions of these sign regulations. Variations shall be accomplished through either of the following procedures;

(1) Variance application and fee in the amount in the amount set forth in [section A5.003](#) of the fee schedule in [appendix A](#) of this code, or;

(2) Development standards set forth in an ordinance granting a Planned Development District.

(b) A application for a variation of the sign regulations shall be submitted no later than 30 days prior to a City Council meeting. Such application may cover more than one sign, but shall apply to only one applicant and one location.

(c) In considering requests for variations from the requirements of the sign ordinance, the city council shall consider the following factors, including but not limited to:

(1) The degree of the requested variance;

(2) The reason for the requested variance;

(3) The location of the requested variance;

(4) The duration of the requested variance;

(5) The effect of the requested variance on public safety;

(6) The effect of the requested variance on the general plan for signage within the city;

(7) The protection of neighborhood property and property values; and

(8) The degree of hardship or injustice involved.

(d) For either variation process the applicant must provide the following information:

(1) Name, address, and telephone number of the applicant.

(2) Location of building, structure, or lot to which or upon which the sign is to

be attached or erected.

- (3) Position of the sign in relation to nearby buildings or structures, including other signs.
- (4) The zoning classification of the property on which the sign is to be located, and the zoning classification of all property within 250 feet of the sign location.
- (5) The specific variation requested and the reasons and justification for such requests.
- (6) ~~Ten~~ Two copies of the signage and site plan shall be required.

[...]

Sec. 9.05.015 Appeals

All matters related to appeals or variances from the requirements of these sign regulations shall be brought before the ~~city's board of adjustments~~ city council and ~~the city council's decision shall be final in accordance with the city's zoning ordinance.~~

[...]

Sec. 9.05.085 Office, retail and commercial districts

[...]

(5) Class 5. To the extent permitted under [section 9.05.056\(a\)](#) of these sign regulations, major free-standing signs shall be permitted in these districts. Single-usage major free-standing signs, as described in [division 2](#) of this article, shall not exceed the standards set forth in table 1. The number of signs shall be limited by the following:

[...]

(E) For sites exceeding 15 acres on which signs are desired in excess of the above regulations, a total sign plan for the site may be submitted to the ~~board of adjustments~~ city council for consideration as a variance from the requirements of this section.

[...]

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

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

Section 4. **Penalty**

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

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

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

PASSED by the City Council of the City of Anna, Texas this 22nd day of September 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

CITY OF ANNA
PLANNING & ZONING COMMISSION

September 1, 2020

Text Amendment Sign Variances

DESCRIPTION:

Request a recommendation to amend Article 9.04 Zoning Ordinance and Article 9.05 Signs of Chapter 9 Planning and Development Regulations of the City of Anna Code of Ordinances in order to amend regulations pertaining to sign variances.

HISTORY:

The City of Anna adopted signage regulations on January 9, 2001 (Ord. No. 2001-01). As part of these regulations was the establishment of a Sign Control Board whose powers and duties were to consider variations to the requirements of the signage regulations.

On March 11, 2008 the City Council amended the sign ordinance and zoning ordinance (Ord. No. 370-2008) by eliminating the Sign Board and amending the duties of the Board of Adjustments so that all matters related to appeals or variances to the signage regulations would be considered by the City of Anna Board of Adjustments.

Included within both ordinances was language that gave final authority to City Council on all signage related variance requests:

“All actions taken on variance request shall be submitted to the City Council for review. Such actions of the Board of Adjustment shall become final unless reversed or modified by the City council at the City Council meeting following the Board of Adjustment meeting at which formal action was taken by the Board of Adjustment. In reviewing the action of the Board of Adjustment or variance requests, the City Council shall consider the records made at the hearing before the Board of Adjustment.”

When the City of Anna Ordinances were recodified later in 2008 that section/language which gave City Council final authority and review of signage variance requests was not included. City staff has been unable to find information as to why this language was removed.

REMARKS:

The intent of the ordinance amendment is to give the City Council exclusive authority to hear appeals and variances on all sign issues as staff is recommending that such decisions should not be considered as zoning variances normally decided by the Board of Adjustment. Additionally,

the proposed amendment will allow variations to the signage regulations to be included within development standards as part of adoption of a Planned Development District (PD).

A PD is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community.

Currently, existing zoning language states that when granting a PD the city council may consider development standards that include signs.

“Development standards for each separate PD district shall be set forth in the ordinance granting the PD district and may include but shall not be limited to uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, management associations, and other requirements as the city council may deem appropriate.”

SUMMARY:

Repeal Zoning Ordinance 9.04.042(d) in its entirety and amend Signage Ordinances 9.05.012, 9.05.015, and 9.05.085 to give the City Council exclusive authority to hear all matters related to appeals or variances of the sign regulations.

RECOMMENDATION:

Recommended for approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

ARTICLE 9.04 ZONING ORDINANCE

[...]

Sec. 9.04.042 Board of adjustment

[...]

(d) — Appeals related to signs.

~~(1) — The board of adjustment shall sit as a board of appeals in public hearings for purposes of the sign ordinance (Ordinance No. 2001-01). In considering requests for variances from the requirements of the sign ordinance, the board of adjustment shall consider the following factors, including but not limited to:~~

~~(A) — The degree of the requested variance;~~

~~(B) — The reason for the requested variance;~~

- ~~(C) — The location of the requested variance;~~
- ~~(D) — The duration of the requested variance;~~
- ~~(E) — The effect of the requested variance on public safety;~~
- ~~(F) — The effect of the requested variance on the general plan for signage within the city;~~
- ~~(G) — The protection of neighborhood property and property values; and~~
- ~~(H) — The degree of hardship or injustice involved.~~

~~(2) — The board of adjustment shall either: grant the requested variance, deny the requested variance, or grant a variance of a greater or lesser nature than the requested variance.~~

~~(e) (d) Appeals not related to signs.~~

~~[...]~~

~~(f) (e) Variances~~

~~[...]~~

~~(g) (f) Changes.~~

~~[...]~~

ARTICLE 9.05 SIGNS

~~[...]~~

Sec. 9.05.012 Variances

~~An application for a variation to the conditions of these sign regulations shall be accompanied by a variance application fee in the amount in the amount set forth in [section A5.003](#) of the fee schedule in [appendix A](#) of this code. Such application for a variance may cover more than one sign, but shall apply to one applicant and one location. The notification for a variance application must appear in the official newspaper of the city at least seven days prior to the date on which the request is heard by the city's board of adjustment. The variation application must contain the following information:~~

~~(a) City council has the authority to approve variations to the conditions of these sign regulations. Variations shall be accomplished through either of the following procedures:~~

~~(1) Variance application and fee in the amount in the amount set forth in [section A5.003](#) of the fee schedule in [appendix A](#) of this code, or;~~

(2) Development standards set forth in an ordinance granting a Planned Development District.

(b) A application for a variation of the sign regulations shall be submitted no later than 30 days prior to a City Council meeting. Such application may cover more than one sign, but shall apply to only one applicant and one location.

(c) In considering requests for variations from the requirements of the sign ordinance, the city council shall consider the following factors, including but not limited to:

(1) The degree of the requested variance;

(2) The reason for the requested variance;

(3) The location of the requested variance;

(4) The duration of the requested variance;

(5) The effect of the requested variance on public safety;

(6) The effect of the requested variance on the general plan for signage within the city;

(7) The protection of neighborhood property and property values; and

(8) The degree of hardship or injustice involved.

(d) For either variation process the applicant must provide the following information:

(1) Name, address, and telephone number of the applicant.

(2) Location of building, structure, or lot to which or upon which the sign is to be attached or erected.

(3) Position of the sign in relation to nearby buildings or structures, including other signs.

(4) The zoning classification of the property on which the sign is to be located, and the zoning classification of all property within 250 feet of the sign location.

(5) The specific variation requested and the reasons and justification for such requests.

(6) ~~Ten~~ Two copies of the signage and site plan shall be required.

[...]

Sec. 9.05.015 Appeals

All matters related to appeals or variances from the requirements of these sign regulations shall be brought before the ~~city's board of adjustments~~ city council and the city council's decision shall be final in accordance with the city's zoning ordinance.

[...]

Sec. 9.05.085 Office, retail and commercial districts

[...]

(5) Class 5. To the extent permitted under [section 9.05.056](#)(a) of these sign regulations, major free-standing signs shall be permitted in these districts. Single-usage major free-standing signs, as described in [division 2](#) of this article, shall not exceed the standards set forth in table 1. The number of signs shall be limited by the following:

[...]

(E) For sites exceeding 15 acres on which signs are desired in excess of the above regulations, a total sign plan for the site may be submitted to the ~~board of adjustments~~ city council for consideration as a variance from the requirements of this section.

[...]



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discussion/Action on a variance request to allow for modified signage.
(Director of Development Services Ross Altobelli).

SUMMARY:

The applicant is requesting a variance from the sign regulations pertaining to height, copy area, and separation requirements.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

See attached staff write-up and exhibits.

ATTACHMENTS:

1. Ordinance (Variance Sign)
2. One Two Anna Variance write-up
3. Exhibit 1 PD SIGNAGE PLAN One Two Anna
4. Exhibit 2 QT Freestanding
5. Exhibit 3 Sight Line Looking South
6. Exhibit 4 Sight Line Looking North
7. Exhibit 5 QT single-usage major free-standing sign
8. Exhibit 6 30 ft Multi-usage major freestanding sign

APPROVALS:

Lauren Mecke, Planner II

Created/Initiated - 9/16/2020

Jim Proce, City Manager

Final Approval - 9/17/2020

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S 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 subdivision of land, zoning, signs, landscape regulations, and tree preservation in the City; and

WHEREAS, after due consideration and discussion the City Council finds based on the evidence and arguments presented during the public hearing that the evidence:

- Demonstrates the degree of the variance is in conformance with the spirit of Article 9.05 Signs;
- Demonstrates a reasonable request due to the topography of the highway impeding the property's signage visibility that is available to surrounding properties;
- Demonstrates that the location of the request shall be only for the signs as shown on Exhibit 1;
- Demonstrates the duration of the request to run concurrently with the zoning;
- Demonstrates that the request will not impact public safety;
- Demonstrates the conformance with the general plan within the city;
- Demonstrates protection of neighborhood property and property values; and
- Demonstrates the hardship is not self-inflicted.

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

Section 1. Recitals Incorporated

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

Section 2. Amendment

1. Height and Copy Area - Pole Sign (future QT lot)

- 75' height and 374 sq. ft. copy area per side.
2. Distance between signs on same lot (future QT lot):
 - Minimum 225 feet distance between pole sign and major free-standing sign.
 3. Height and Copy Area - Multiple-Usage Major Free-Standing Sign (U.S. Hwy 75)
 - Two (2) 50' high major free-standing signs along U.S. Highway 75 each with 600 sq. ft. copy area per side.
 4. Height and Copy Area - Multiple-Usage Major Free-Standing Sign (W. White St.)
 - 30' high major free-standing signs along W. White Street with 300 sq. ft. copy area per side.
 5. Number of major free-standing signs within an office, retail and commercial district for a site of 15 acres or greater.
 - Variance from the requirements of Sec. 9.05.085(5) for sites exceeding 15 acres.
 6. Any additional signage not identified on Exhibit 1 shall be subject to the rules and regulations of Article 9.05 Signs.

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

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

Section 4. **Penalty**

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

Section 5. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 22nd day of September 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

CITY OF ANNA

City Council

September 22, 2020

Sign Variance Request: One Two Anna Addition

Applicant: Tommy Vilbig

DESCRIPTION:

Request sign variances for the tract of land located at the northwest corner of U.S. Highway 75 frontage road and West White Street (FM 455).

The applicant is requesting variances from Article 9.05 *Signs* due to the lack of visibility caused by the elevations of the highway and intersection. The applicant has provided a signage plan, Exhibit 1, that identifies the locations of signs requesting variances. Additionally, the applicant has included signage sight line exhibits for both the U.S. Highway 75 south bound approach, Exhibit 3, and north bound approach, Exhibit 4. The sight line exhibits identify elevation information as motorist approach the FM 455 exits and how terrain obstructions may impede motorist perspective of signage at 35 feet and 75 feet high.

REMARKS:

Class 5, Major Free-Standing Signs

A class 5 major free-standing sign is a free-standing sign that is not classified as a class 1 (minor signs), class 2 (window signs), class 3 (traffic-related signs), or class 4 sign (temporary promotional signs). Major free-standing signs in retail and commercial districts can be used to identify a center or complex or either a single establishment or multiple establishments.

The maximum height for this type of signage is determined by the street right-of-way width the signage and the minimum width of lot frontage the signage is to be located. Along U.S. Highway 75 or State Highway 121 the maximum height of a major free-standing sign is 35 feet regardless of the minimum width of the lot frontage and along W. White Street (FM 455) 24 feet.

The signage copy area along U.S. Highway 75 or State Highway 121 is determined based on the number of tenants identified on the sign. A single establishment is allowed a copy area of 150 square feet whereas a signage identifying five (5) or less tenants is allowed 200 square feet and five (5) or more tenants is allowed 500 square feet. The copy area for properties located on other roadways is determined by the minimum width of lot frontage.

Pole Sign

The City of Anna defines a pole sign as a free-standing sign in which the sign face is mounted on one or more poles and the base of the sign face is situated more than 12 inches above the ground.

Pole signs that are classified as class 5 major free-standing signs are prohibited within the City of Anna unless they are located on property that:

- (A) Is adjacent to U.S. 75/Central Expressway or SH 121, provided that said signs must be located within a distance of 50 feet from the right-of-way line of the linear segment of said respective thoroughfare and situated so as to be viewed from said respective thoroughfare; or
- (B) Was part of a parent tract, any part of which was adjacent to and within the U.S. 75/Central Expressway Corridor as of January 1, 2007, provided that said sign is located adjacent to a thoroughfare other than U.S. 75/Central Expressway and is no more than 50 feet from the edge of said thoroughfare and situated so as to be viewed from said thoroughfare.

ISSUES:

The applicant is requesting the following variances from the Sign Ordinance:

1. Height and Copy Area - Pole Sign (future QT lot)
 - Requesting 75' height (allowed 35') and 374 sq. ft. copy area per side (allowed 150' sq. ft. per side). See Exhibit 2 for additional signage details.
2. Distance between signs on same lot (future QT lot):
 - Requesting minimum 225 feet distance between pole sign and major free-standing sign (minimum 500 feet required).
3. Height and Copy Area - Multiple-Usage Major Free-Standing Sign (U.S. Hwy 75)
 - Requesting two (2) 50' high major free-standing signs along U.S. Highway 75 (allowed 35') each with 600 sq. ft. copy area per side (allowed 500 sq. ft. per side).
4. Height and Copy Area - Multiple-Usage Major Free-Standing Sign (W. White St.)
 - Requesting a 30' high major free-standing signs along W. White Street (allowed 24') with 300 sq. ft. copy area per side (allowed 100 sq. ft. per side). See Exhibit 6 for additional signage details.

5. Number of major free-standing signs within an office, retail and commercial district for a site of 15 acres or greater.

- Sec. 9.05.085 (5) limits the number of major free-standing signs for site of 15 acres or greater

...three single-usage major free-standing signs shall be permitted, or one multiple-usage major free-standing sign and two single-usage major free-standing signs shall be permitted or two multiple-usage major free-standing signs shall be permitted, providing that only one multiple-usage major free-standing sign may be located per public street frontage.

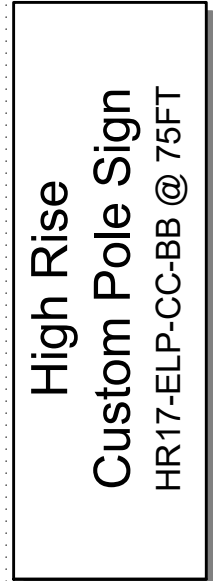
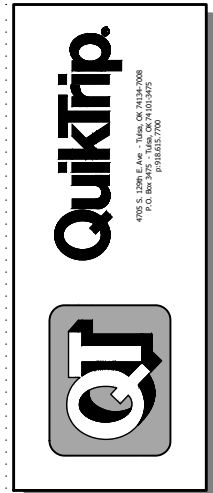
SUMMARY:

The applicant is requesting multiple variances from the City of Anna Sign Ordinance for the purpose of increasing sight visibility from U.S. Highway 75 and W. White Street (FM 455). The requested variances include variations to the height and copy area of a pole sign, minimum distance between signs on a same lot, the height and copy area of three multiple-usage major free-standing signs, and the limitation on number of Class 5 signs within an office, retail, and commercial district for a site of 15 acres or greater. Any additional signage not identified on Exhibit 1 will be subject to the rules and regulations of Article 9.05 Signs.

RECOMMENDATION:

Staff is neutral to the request.

A
B
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J
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NOTES
DRAWN BY jk
ISSUE DATE 07,29,20

SQUARE FOOTAGE	
TYPEFACE	
INSIDE CAN	
ENTIRE SIGN	351.5

SCALE:
$1/16" = 1'-0"$
SERIAL NUMBER:
HR17-ELP-CC
STORE NUMBER:
1916

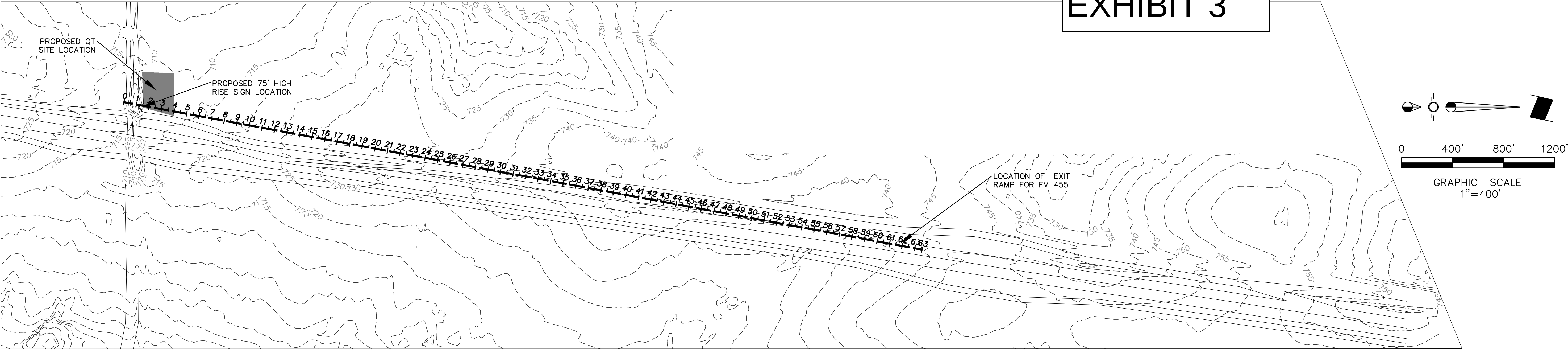
All Paint Finishes to be Akzo Nobel

	Opaque Silver
	Translucent White
	Black - Low Gloss
	Matte White (Interior of Sign)
	Match 3M Cardinal Red #3632-53
	Match PMS 349C

Match PMS 349C

1916

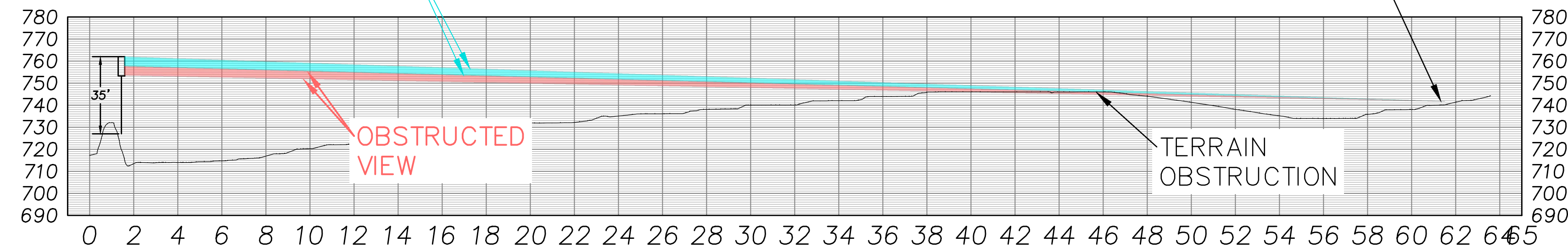
EXHIBIT 3



SIGHT PICTURE FROM MOTORIST PERSPECTIVE AT EXIT

North Approach

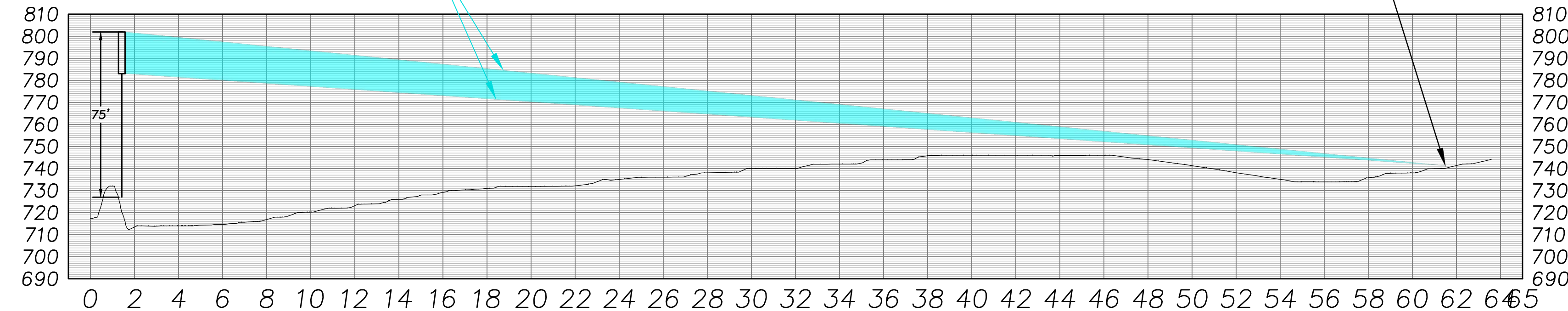
VEHICLE LOCATION PRIOR TO EXITING AT THE FM 455 EXIT



SIGHT PICTURE FROM MOTORIST PERSPECTIVE AT EXIT

North Approach

VEHICLE LOCATION PRIOR TO EXITING AT THE FM 455 EXIT



VILBIG & ASSOCIATES, P.L.L.C.
CONSULTING ENGINEERS & SURVEYORS
517 W. WOODWARD DRIVE, 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 LEE VILBIG, P.E., 131154 ON SEPTEMBER 14th, 2020. IT IS NOT TO BE USED FOR CONSTRUCTION, FINAL BID, OR PERMIT PURPOSES.

QT-1916
FM 455 and IH 75
Anna Texas

SIGNAGE SIGHT
LINE EXHIBIT

SUBMITTAL #1: ---/---/---
SUBMITTAL #2: ---/---/---
SUBMITTAL #3: ---/---/---
SUBMITTAL #4: ---/---/---
DESIGN: TLV DRAWN: TLV
CHECKED: DAV
SCALE:
VA PROJECT NO: 2016-04

SHEET
C2.0
2 OF 2

NO.	DATE	BY	DESCRIPTION
1	---	---	---
2	---	---	---
3	---	---	---
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5	---	---	---
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REVISIONS

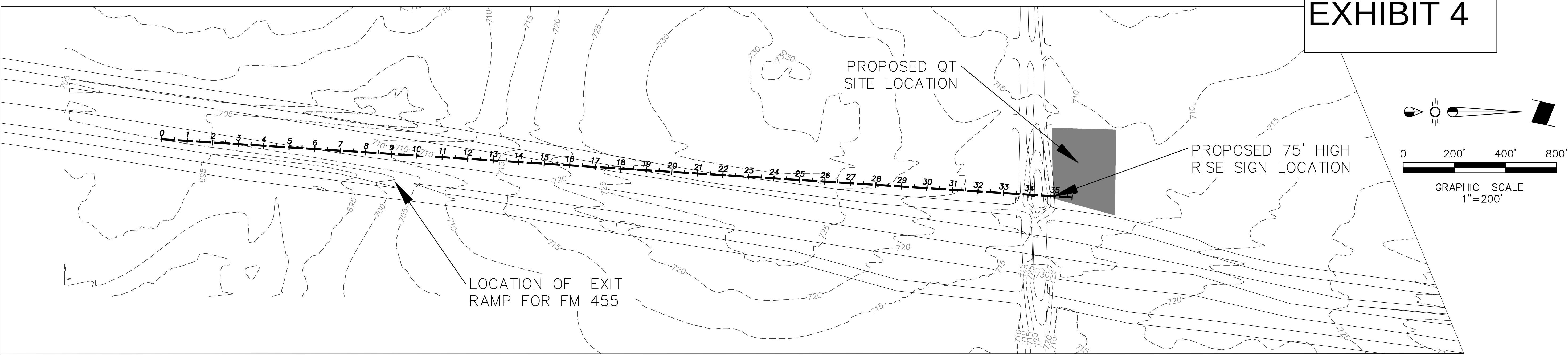
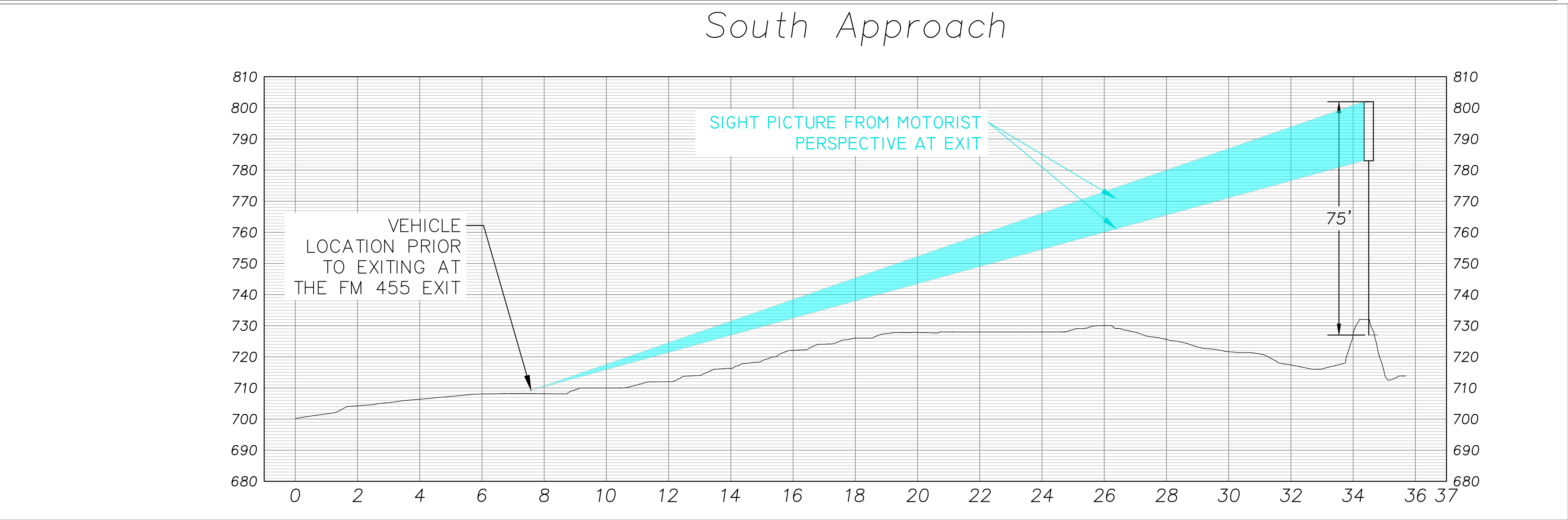
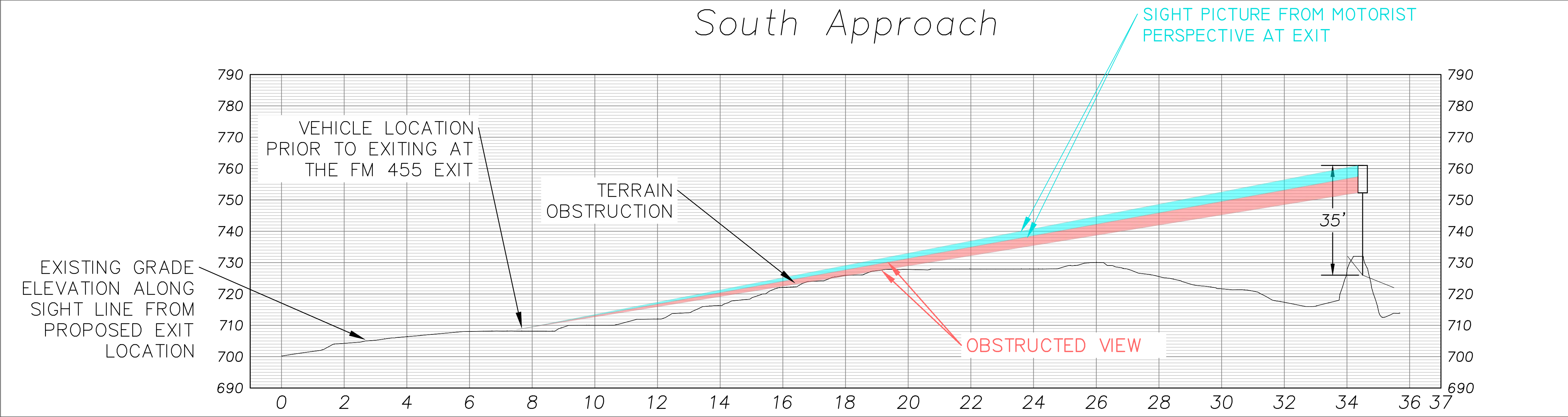


EXHIBIT 4



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SUBMITTAL #1: ---/---/---
SUBMITTAL #2: ---/---/---
SUBMITTAL #3: ---/---/---
SUBMITTAL #4: ---/---/---
DESIGN: TLV
DRAWN: TLV
CHECKED: DAV
SCALE: ---

VA PROJECT NO: 2016-04

SHEET
C1.0
1 OF 2

SIGNAGE SIGHT
LINE EXHIBIT

QT-1916
FM 455 and IH 75
Anna Texas

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF THE
INTERIM REVIEW UNDER THE
AUTHORITY OF THOMAS LEE
VILBIG, P.E., 131154 ON
SEPTEMBER 14th, 2020. IT IS NOT TO
BE USED FOR CONSTRUCTION,
FINAL BID, OR PERMIT PURPOSES.

VILBIG & ASSOCIATES, P.L.L.C.
CONSULTING ENGINEERS & SURVEYORS
517 W. WOODWARD DRIVE, DENISON TEXAS 75020
(214) 352-7333
www.vilbig.com
TEXAS ENG. FIRM # F-5614 & SURVEYING FIRM # 10033000

EXHIBIT 5

-MH-E4PGQ-CC-91
Horizontal Monument Sign

- Four (4) Product LED Gas Price Sign with Cash / Credit
- 90.6 Square Feet Sign Area

Notes:
1.) Engineering provided by QT.
2.) Steel supports provided by sign installer.



-MH-E4PGQ-CC -91

Project Information

Client
QuikTrip
Location

Sales House Design CT Project Manager James Gentry

Date / Description

01/18/20	Issue Date
02/17/20	Rev. 1
02/26/20	Rev. 2
02/28/20	Rev. 3

Notes

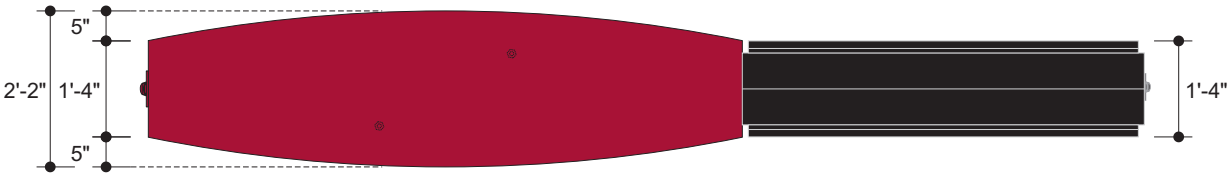
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Store #

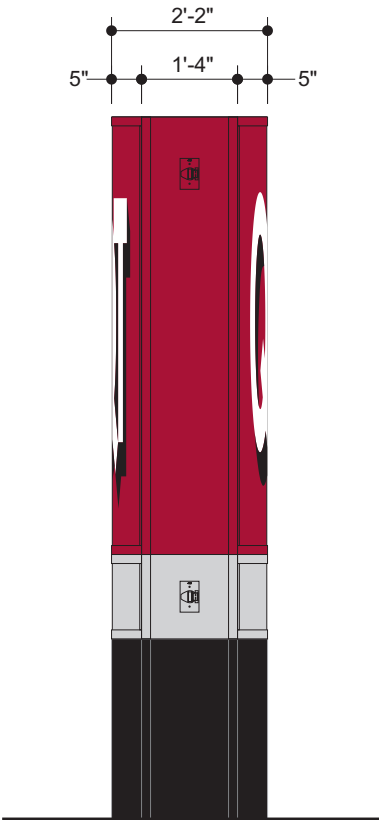
Declaration

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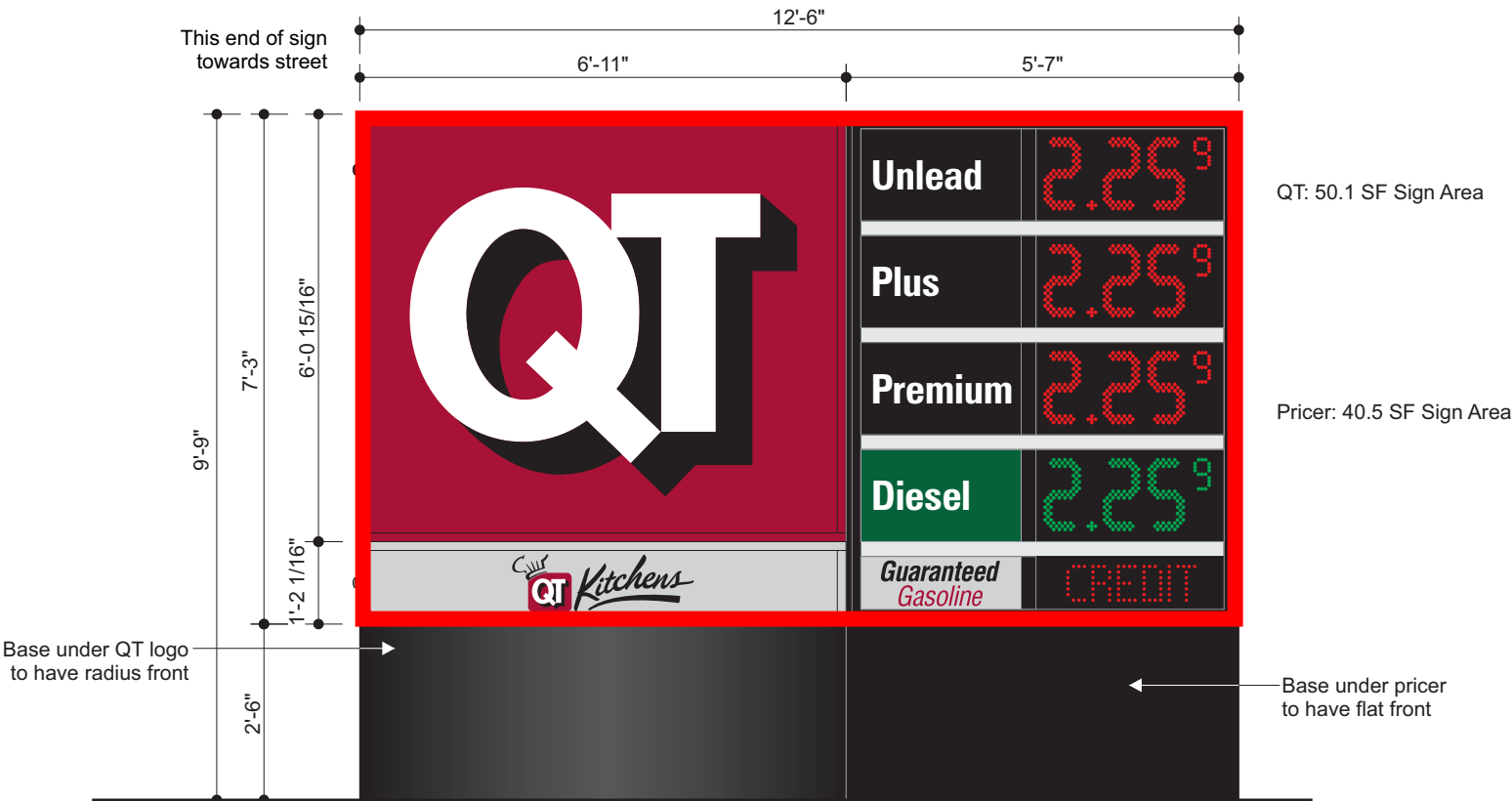
Allen Industries
YOUR BRAND AT ITS BEST™
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Top View

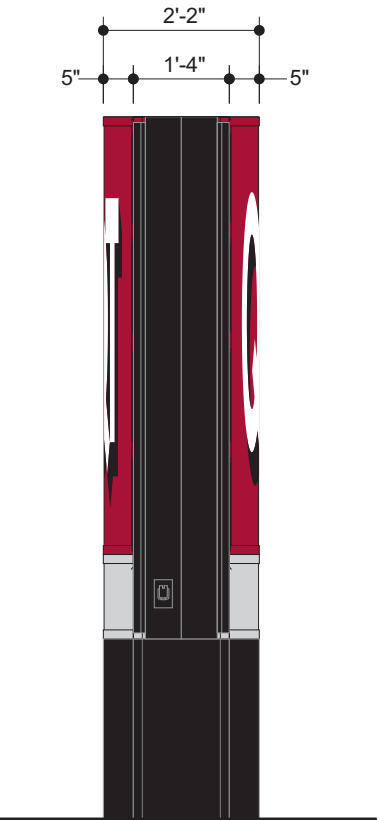


Side Elevation



Front Elevation

Scale: 3/8" = 1'-0"



Side Elevation

Color Specifications

- All Paint Finishes to be Akzo Nobel
- Opaque Silver
 - Translucent White
 - Black - Low Gloss
 - Matte White (Interior of Sign)
 - Match 3M Cardinal Red #3632-53
 - Match PMS 349C

- Regarding Fabrication Fit & Finish of All QT Signs:
- Visible fabrication seams and welded joints are to be sanded smooth, filled and finished to QT specifications.
 - Any visible fasteners are to be countersunk and have painted heads.
 - Face retainers must fit flush and have even, minimal seams.
 - Any variation from this directive must be brought to the attention of the QT Quality Control Manager without delay.



FILE NUMBER: E212503

Listed Electric Sign Complies with UL48

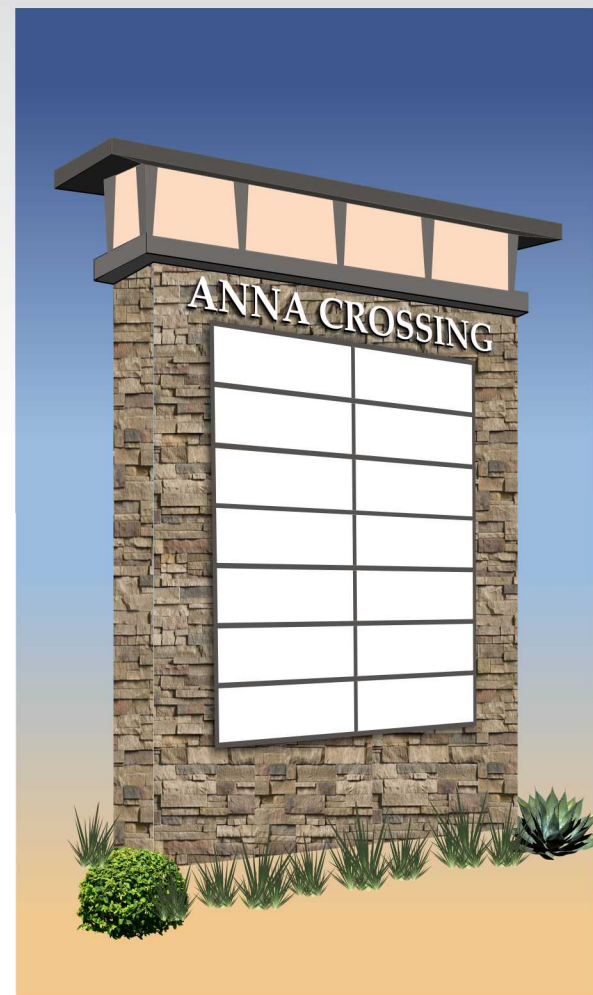
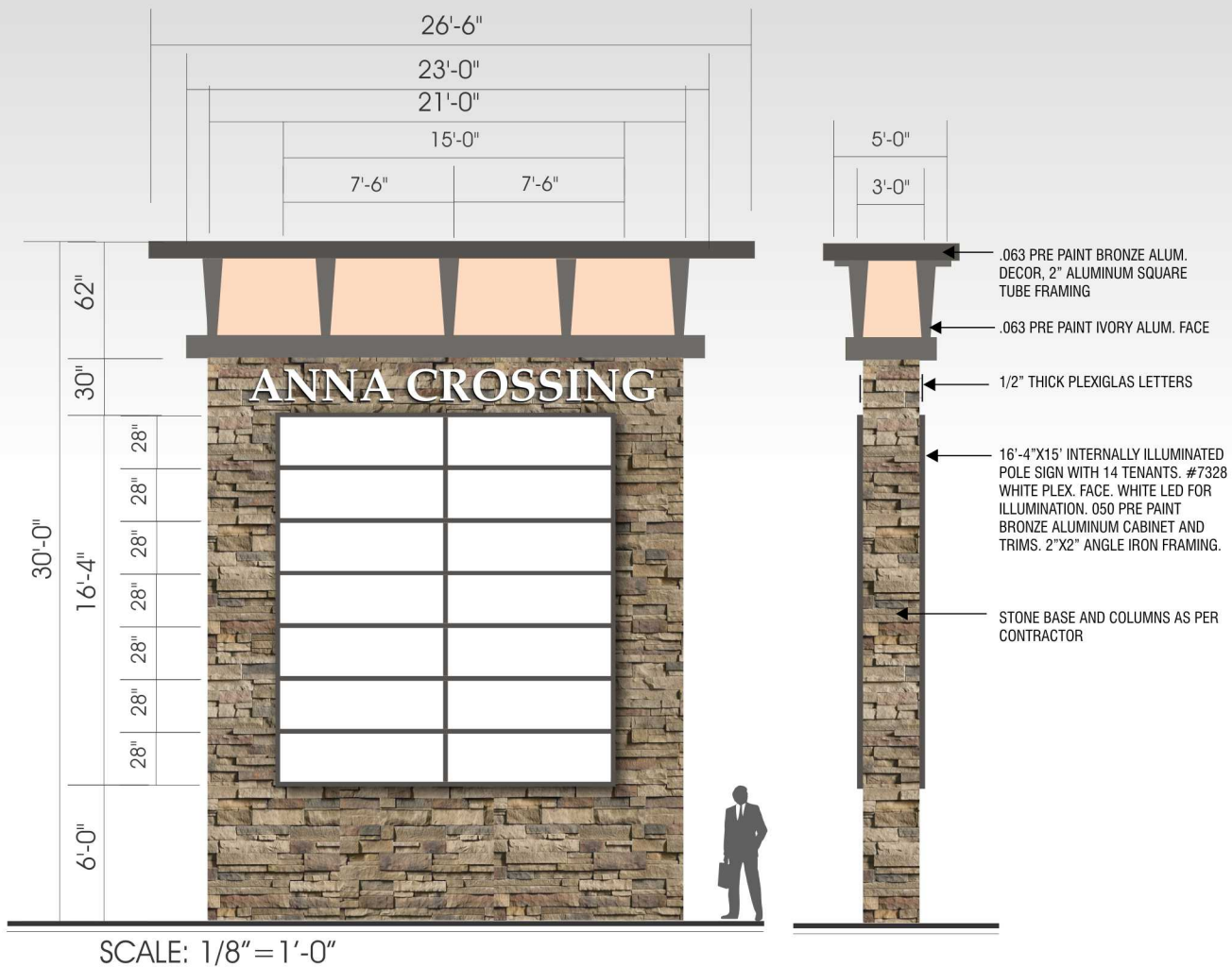
CSA C22.2 No.207

A11 017510



GROUNDING AND BONDING OF THE SIGN.

EXHIBIT 6



**BAKER SIGN
COMPANY**

bakersigns@sbcglobal.net

The design is sole property of Baker Sign Company. Any unauthorized use or duplication of this drawing is prohibited.

5213 SUN VALLEY DR. FT. WORTH, TX. 76119

Phone# 817-572-7346 FAX# 817-483-0839

Created for the approval of:

Approved by:

Salesman: EDDIE BAKER

Scale: 1/8" = 1'-0" Location:

Date: AUG. 20, 2020 Drawing#:



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action Letter to Governor Abbott regarding Executive Order GA-29.
(City Manager Jim Proce)

SUMMARY:

At the August 11 City Council Meeting, the City Council discussed the merits and intent of submitting a letter to Governor Abbott requesting that he revoke Executive Order GA-29 mandating statewide face coverings. At the September 8 City Council Meeting, further edits and suggestions were made to bolster the letter.

FINANCIAL IMPACT:

There is no fiscal impact associated with this item.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Letter to Governor Abbott Re EO GA-29

APPROVALS:

Ryan Henderson, Assistant City Manager
Jim Proce, City Manager

Created/Initiated - 9/17/2020
Final Approval - 9/17/2020

September 22, 2020

Honorable Greg Abbott
Governor of Texas
Office of the Governor
P.O. Box 12428
Austin, Texas 78711-2428

Re: Request for revocation of Executive Order GA-29

Dear Governor Abbott,

The City of Anna City Council formally and thoroughly objects to the July 2, 2020, Executive Order GA-29 establishing a statewide face covering requirement. The City Council firmly believes that due to the highly varied circumstances and incidences of COVID-19 in different areas of the State, that as local officials, we are more than capable of making decisions on local health issues and that we, the City Council of the City of Anna, should have the authority on whether or not face coverings should be mandated within our community.

Furthermore, the City of Anna City Council firmly believes that this Executive mandate is out of step with the values of Texans, like those of us from the City of Anna, who treasure their individual liberties, individual responsibilities, and self-reliance.

The City of Anna City Council hereby demands that you revoke Executive Order GA-29, removing the State's authority of mandating face coverings within local jurisdictions.

Regards,

Mayor Nate Pike

Mayor Pro-Tem Lee Miller

Councilman Kevin Toten

Councilman Josh Vollmer

Councilman John Beazley

Councilman Nathan Bryan



Item No. 8.

City Council Agenda
Staff Report

Meeting Date: 9/22/2020

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 - 9/17/2020