

AGENDA

City Council Meeting



Tuesday, February 9, 2021 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on February 9, 2021, at the Anna ISD Board Room, Located at 201 E. 7th Street, to consider the following items.

Welcome to the City Council meeting. Please sign the Sign-In-Sheet as a record of attendance. If you wish to speak on an open-session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts.

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

2. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing 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. Work Session.

- a. Discuss a Street Naming Policy for the City of Anna. (Director of Public Works Greg Peters, P.E.)

5. **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. The Director of Public Works will provide an update on the Municipal Complex Construction Project. (Director of Public Works Greg Peters, P.E.)

6. **Consent Items.**

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

- a. Approve City Council meeting minutes for January 26, 2021. (City Secretary Carrie Land)
- b. Approve a Resolution approving the annual AMR ambulance transport Interlocal Agreement with Collin County (Chief Ray Isom)
- c. Approve a Resolution approving a service contract for EMS transport billing (Chief Ray Isom).
- d. Approve a Resolution authorizing the City Manager to sign an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) to participate in the NCTCOG SHARE program for cooperative purchasing of goods and services. (Finance Director Alan Guard)
- e. Review minutes of the January 4, 2021 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)
- f. Approve a Resolution regarding the Golden Estates, Block A, Lot 1, development plat. (Director of Development Services Ross Altobelli)
- g. Approve a Resolution regarding the Ornelas Place, Block A, Lot 1, development plat. (Director of Development Services Ross Altobelli)
- h. Approve a Resolution regarding the Anna 455 Addition, Block A, Lot 4, final plat. (Director of Development Services Ross Altobelli)
- i. Approve a Resolution regarding the Anna 455 Addition, Block A, Lot 4, site plan. (Director of Development Services Ross Altobelli)
- j. Approve a Resolution regarding the Willow Creek Addition, Phase 1B, Block G, Lot 1R, preliminary replat. (Director of Development Services Ross Altobelli)
- k. Approve a Resolution regarding the One Anna Two Addition, Block B, Lots 1 & 2, preliminary plat. (Director of Development Services Ross Altobelli)
- l. Approve a Resolution regarding the Anacapri, Phase 1A, 1B, 2, & 3, preliminary plat. (Director of Development Services Ross Altobelli)

- m. Approve a Resolution of the City of Anna, Texas approving and authorizing the City Manager to execute an Advance Funding Agreement for Surface Transportation Block Grant (STBG) program project off-system between the City of Anna and the Texas Department of Transportation for the Preliminary Engineering for the reconstruction and widening of Ferguson Parkway from Elm Street to the Collin County Outer Loop. (Director of Public Works Greg Peters, P.E.)

7. **Items For Individual Consideration.**

- a. Consider/Discuss/Action on an Ordinance calling the general election for May 1 and to approve a contract with Collin County Elections Administration for election services. (City Secretary Carrie Land)
- b. Consider/Discuss/Action on an Ordinance calling a bond election for May 1. (Economic Development Manager Taylor Lough)

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). Charter provisions; personnel policies; Council procedures; staff procedures; City ordinances; City contracts; public facilities and related legal matters.
- 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). Proposed developments.
- 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.

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

This is to certify that I, Carrie L. Land, City Secretary, posted this agenda 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 February 5, 2021.

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: 2/9/2021
Staff Contact: Greg Peters

AGENDA ITEM:

Discuss a Street Naming Policy for the City of Anna. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Currently street names in the City are determined at the time of platting for new developments. The City does not have an official policy as it pertains to changing street names, or creating new street names to honor an impactful member of the community.

This workshop item will provide an opportunity for the City Council to review policy options and provide staff feedback on the subject prior to the preparation of a formal policy.

FINANCIAL IMPACT:

None at this time.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

None at this time. Staff will present an outline of the policy and seek feedback from the City Council. Once staff has received feedback and worked with the City Attorney to finalize a policy, it will be brought back to Council for adoption.

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 2/3/2021
Final Approval - 2/5/2021



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Greg Peters

AGENDA ITEM:

The Director of Public Works will provide an update on the Municipal Complex Construction Project. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is constructing a new municipal complex at the northeast corner of Powell Parkway (State Highway 5) and 7th Street in the downtown area. Site construction began in late 2019, and has progressed to the construction of the buildings themselves. Staff will provide a brief update on the project.

FINANCIAL IMPACT:

None. Council has already appropriated funds for the project.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

None

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 2/4/2021
Final Approval - 2/4/2021



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Carrie Land

AGENDA ITEM:

Approve City Council meeting minutes for January 26, 2021. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20210126 Final

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 2/2/2021
Final Approval - 2/2/2021

**Regular City Council Meeting
Meeting Minutes**



Tuesday, January 26, 2021 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on January 26, 2021, 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.

Council Member Carver led the Invocation and Mayor Pike led the Pledge of Allegiance.

3. Neighbor Comments.

4. Reports.

City Secretary Carrie Land administered the Oath of Office to newly-appointed Police Chief, Dean Habel.

5. Work Session.

a. Bond Program Information (Economic Development Manager Taylor Lough)

Staff reviewed the Bond Election process, draft ordinance calling a May 2021 Bond Election, most recent financial projection scenarios, and a draft voter guide and frequently asked questions.

6. Consent Items.

Consent items c, d, and f were removed from consent.

MOTION: Council Member Toten moved to approve consent items a, b, e, h, g, and i. Council Member Ussery seconded. Motion carried 7-0.

a. Approve Council Meeting Minutes for December 15, 2020, January 12, 2021, Joint Meeting and January 12, 2021. (City Secretary Carrie Land)

- b. Review minutes of the December 3, 2020, Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)
- c. Approve a Resolution approving a Chapter 380 Grant Agreement with First Texas Homes, Inc. (Economic Development Director Joey Grisham)

Staff was recently contacted by Doug Duffie, CPA, who proposed a Chapter 380 Agreement for sharing his client's (First Texas Homes, Inc.) use tax paid in connection with building materials used by First Texas to build new homes in the City of Anna. The City of Anna entered into a similar agreement with Bloomfield Homes in 2017.

A Texas Direct Payment Permit (i.e., use tax permit) allows a Texas taxpayer to self-assess and pay use taxes on materials purchased for use or consumption as opposed to paying sales taxes directly to suppliers based on suppliers' place of business (primarily in larger metropolitan cities). First Texas anticipates using a Texas Direct Payment Permit to pay use taxes each month directly to the Comptroller based on locations where materials are first-used at job sites.

In order to limit administrative costs for the City, First Texas is required to pay use taxes monthly, but will request semi-annual grants based on payments received by the City from January – June, then again for the period from July – December of each year during the ten-year term of the Agreement. This allows the City to verify receipt of all local use taxes received from First Texas prior to payment of any grant. New local use taxes will be able to be independently verified by comparing a copy of First Texas's individual monthly use tax returns related to the City of Anna with amounts received from the Comptroller that were attributed to First Texas Homes, Inc.

Since First Texas will pay 100% of the system, accounting, audit defense, and other ongoing administrative costs tied to paying use taxes, and since none of the upfront or ongoing tax compliance costs will be paid by the City, the Grant was requested based on 64% of Anna's 1.25% General City Use Tax, but none of the incremental .75% CDC Use Tax.

The City will obtain a net 1.2% of the 2% combined City / CDC Tax and First Texas Homes will receive .8% of the combined 2% City tax (roughly 60% for the City/CDC and 40% for First Texas Homes).

Based on First Texas' suppliers' current places of business, the City would not receive any local sales tax revenue from First Texas's suppliers in the absence of the proposed 380 Agreement, and this approach will generate net new tax revenue for the City without incurring any new costs.

FINANCIAL IMPACT: Based on First Texas Homes' 204 undeveloped lots in Anna in the Hurricane Creek communities, the company anticipates each new home will generate roughly \$672 in net City / CDC tax revenues (net of Grants) and \$448 in net benefits for First Texas Homes that will be used to recover the company's costs for use tax compliance. The City will retain 36% of the 1.25%

General City use taxes collected and remitted for materials used on 204 homes to be built in Anna plus 100% of the incremental .75% CDC Use tax. Over the build-out period of the new homes in Anna, and presuming no inflation in the cost of building materials, Anna's "net" City tax revenues after Grants are anticipated to be \$51,408 for the General Fund plus \$85,680 for the CDC (total of \$137,008) and \$91,392 for First Texas Homes. If building material costs increase during the term of the Agreement or if First Texas purchases new undeveloped lots in Anna and builds incremental new homes in the City, the benefits could increase.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING A CHAPTER 380 GRANT AGREEMENT WITH FIRST TEXAS
HOMES, INC.

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

- d. Approve a Resolution approving a Chapter 380 Grant Agreement with Riverside (East) Homebuilders, LTD. (Economic Development Director Joey Grisham)

Staff was recently contacted by Doug Duffie, CPA, who proposed a Chapter 380 Agreement for sharing his client's (Riverside (East) Homebuilders, Ltd.) use tax paid in connection with building materials used by Riverside (East) to build new homes in the City of Anna.

A Texas Direct Payment Permit (i.e., use tax permit) allows a Texas taxpayer to self-assess and pay use taxes on materials purchased for use or consumption as opposed to paying sales taxes directly to suppliers based on suppliers' place of business (primarily in larger metropolitan cities). Riverside (East) anticipates using a Texas Direct Payment Permit to pay use taxes each month directly to the Comptroller based on locations where materials are first-used at job sites.

In order to limit administrative costs for the City, Riverside (East) is required to pay use taxes monthly, but will request semi-annual grants based on payments received by the City from January – June, then again for the period from July – December of each year during the ten-year term of the Agreement. This allows the City to verify receipt of all local use taxes received from Riverside (East) prior to payment of any grant. New local use taxes will be able to be independently verified by comparing a copy of Riverside (East)'s individual monthly use tax returns related to the City of Anna with amounts received from the Comptroller that were attributed to Riverside (East) Homebuilders, Ltd.

Since Riverside (East) will pay 100% of the system, accounting, audit defense, and other ongoing administrative costs tied to paying use taxes, and since none of the upfront or ongoing tax compliance costs will be paid by the City, the Grant was requested based on 64% of Anna's 1.25% General City Use Tax, but none of the incremental .75% CDC Use Tax.

The City will obtain a net 1.2% of the 2% combined City / CDC Tax and Riverside (East) Homes will receive .8% of the combined 2% City tax (roughly 60% for the City/CDC and 40% for Riverside (East)). Based on Riverside (East)'s suppliers current places of business, the City would not receive any local sales tax revenue from Riverside (East)'s suppliers in the absence of the proposed 380 Agreement, and this approach will generate net new tax revenue for the City without incurring any new costs.

FINANCIAL IMPACT: Based on Riverside (East)'s 120 undeveloped lots in Anna in the Green Meadows community, the company anticipates each new home will generate roughly \$540 in net City / CDC tax revenues (after Grants) and \$360 in net benefits for Riverside (East) that will be used to offset the company's costs for use tax compliance and audits. The City will retain 36% of the 1.25% General City use taxes collected and remitted for materials used on 120 homes to be built in Anna plus 100% of the incremental .75% CDC Use tax.

Over the build-out period of the new homes in Anna, and presuming no inflation in the cost of building materials, Anna's "net" City tax revenues after Grants are anticipated to be \$24,300 for the General Fund plus \$40,500 for the CDC (total of \$64,800) and \$43,200 for Riverside (East). If the cost of building materials increase during the term of the Agreement or if Riverside (East) purchases new undeveloped lots in Anna and builds incremental new homes in the City, the benefits will increase.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING A CHAPTER 380 GRANT AGREEMENT WITH RIVERSIDE
(EAST) HOMEBUILDERS, LTD.

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

- e. Approve a Resolution approving the annual renewal for Fire Dispatch Services. (Chief Ray Isom)

This item is the annual renewal for fire department dispatch services through Collin County Sheriff's Office. Fire Department dispatch services are at no cost to the City. This service, which includes 9-1-1 call takers, fire, and EMS operational communications is vital to the basic functionality of the fire department.

Collin County provides dispatch services for both Anna PD and Anna FD. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel. Collin County provides dispatch services to Anna Fire Rescue as a courtesy, with no fee to the City, and will continue to do so throughout this agreement period. The City desires to continue obtaining dispatch services from the County as it is the only feasible method to accomplish this. Collin County collects and stores the City's data as it relates to dispatch services. This agreement remains in effect through September 30, 2021, and will be renewed at such time.

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

- f. Approve a Resolution approving a zoning amendment initiation by City Council for Planned Development No. 08-2002 (PD # 08-2002). The initiation would allow for a public hearing to be called to consider an amendment to the Permitted Uses element within the existing planned development. The public hearings would be March 1, 2021, for the Planning and Zoning Commission and March 23, 2021 for the City Council. (Director of Development Services Ross Altobelli)

A neighbor is requesting City Council initiate a zoning amendment for PD # 08-2002 that would allow for a public hearing to consider an amendment to the Permitted Uses element within the existing planned development. With City Council initiating the zoning amendment it will allow a neighbor to proceed forward with a zoning amendment to allow for a Registered family home at her residence. The process will follow City Council hearing and notice requirements which include a required public hearing and written notice to all owners of property located within the area proposed to be changed (Lakeview Estates Phase 1 & 2) and within 200 of the property boundary.

A RESOLUTION INITIATING A ZONING AMENDMENT TO PLANNED DEVELOPMENT NO. 08-2002 AND SETTING PUBLIC HEARINGS UNDER SECTION 9.04.043 OF THE ANNA CITY CODE OF ORDINANCES FOR PUBLIC COMMENT AND CONSIDERATION OF SAID ZONING AMENDMENT TO ALLOW REGISTERED FAMILY HOME.

MOTION: Mayor Pike moved to approve. Council Member Atchley seconded. Motion carried 4 - 3. Miller, Vollmer, and Toten opposed.

- g. Approve a Resolution regarding The Woods at Lindsey Place, Preliminary Plat. (Director of Development Services Ross Altobelli)

David Booth, DR Horton-Texas, Ltd., has submitted an application for approval of a preliminary plat for The Woods at Lindsey Place. This is a multi-use development consisting of residential, multifamily, and commercial land uses located on 275± acres located at the northwest and southwest corners of future Rosemond Parkway and future Ferguson Parkway. Zoned PD-MU.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR THE WOODS AT LINDSEY PLACE.

- h. Approve a Resolution approving an Interlocal Agreement with the City of Van Alstyne to acquire a portion of their Take or Pay Water Purchase for the water year 2019-2020 and authorize the City Manager to sign the agreement. (Finance Director Alan Guard)

The City of Anna has agreed to purchase a portion of the City of Van Alstyne's Take or Pay water purchase. Each year the City Council is required to pass a Resolution approving that year's purchase through an interlocal agreement.

This year's purchase is for 15,546,000 gallons at a rate of \$1.765 per thousand gallons for a total of \$27,438.25.

- i. Approve a Resolution approving a contract with GCEC for Internet Upgrades.
(IT Manager Kevin Johnson)

This is an amendment to a contract with GCEC; that, will upgrade the City's existing internet from 100mbps to 1Gbps (1000mbps) at the new City Hall/PD. The dark fiber will provide us with private fiber connectivity for Public Works, Fire Station, and Waste Water directly into City Hall to take advantage of the upgraded internet speeds. The extra internet circuit for the Fire Department is a quality of life upgrade that is needed to provide Public Safety with private internet.

7. Items For Individual Consideration.

- a. Conduct a public hearing/Consider/Discuss/Action on an Ordinance approving amendments to Article 9.02 Subdivision Regulations, 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 various sections in order to improve staff efficiency, modernize language, and provide general clean-up of regulations. (Director of Development Services Ross Altobelli)

This request is to amend Article 9.02 Subdivision Regulations, Article 9.04 Zoning Ordinance, and Article 9.05 Signs of Chapter 9 Planning and Development Regulations and related sections of the City of Anna Code of Ordinances in order to amend various sections in order to improve staff efficiency, modernize language, and provide general clean-up of regulations. The amendments proposed are for the following topics:

- a. Minimum frontage requirement
- b. Retaining wall ownership
- c. Clarify "Impractical size" and fee collection for Park Land Dedication
- d. Consistency with the Texas Alcoholic Beverage Code (TABC), Chapter 109
Miscellaneous Regulatory Provisions
- e. Thoroughfare Overlay District
- f. Food and beverage overlay district
- g. Uses: garden (patio) homes & zero-lot line
- h. Uses: indoor commercial amusement, health club, gymnasiums, gymnastic or dance studio
- i. Uses: restaurants, private clubs, brewpubs, tasting rooms, wineries, and breweries
- j. Uses: personal service shops
- k. Uses: veterinarian clinics
- l. Flag Poles
- m. Subdivision signage maximum copy area

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.

Mayor Pike opened the public hearing at 6:56 PM.

No comments.

Mayor Pike closed the public hearing at 6:57 PM.

MOTION: Council Member Miller moved to table. Council Member Ussery seconded. Motion carried 7-0.

After Closed Session City Council returned to the item and took action.

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

- b. Consider a Resolution awarding the Foster Crossing Roadway Improvement Project to Reliable Paving, Incorporated, in an amount not to exceed \$795,769.04. (Director of Public Works Greg Peters, P.E.)

Foster Crossing Road is shown to be a future 4-lane divided roadway in the City of Anna Master Thoroughfare Plan. The development of Pecan Grove Phase 2-4 along the north side of the road was required to include the construction of the north half of this future 4-lane road along the development's frontage of Foster Crossing.

The developers of Pecan Grove Phase 2-4 chose to escrow the construction funding for the road in lieu of constructing the road themselves. As such, City staff has bid the project and will manage the project as a City CIP roadway improvement project.

The City completed a public bid process for the project in accordance with Local Government Code. Four bids were received, with the lowest qualified bid being received from Reliable Paving, Incorporated, for \$795,769.04.

Staff has reviewed Reliable Paving, Inc.'s, experience and references and finds Reliable Paving, Inc., to have the necessary experience, staff, and equipment to perform the job. Therefore, staff is recommending that the City Council approve a resolution awarding the project to Reliable Paving, Inc.

Staff notified neighbors who reside on Foster Crossing Road of this agenda item. The project includes concrete driveway connections for each existing home on the road within the project limits. In addition, staff has offered to each neighbor the opportunity to have a meeting with the contractor and City staff to discuss specific details related to their driveways, access, and the construction schedule when the contractor is ready to proceed. Staff will ensure that all neighbors in the area have access to their property throughout

construction, and that all driveways and adjacent right-of-way is returned to existing condition or better.

The total project cost is \$795,760.04. The developers of the adjacent project (Pecan Grove Phase 2-4) have escrowed construction funding for the project. The project funding will be paid for through Roadway Impact Fees collected from the development, with the escrow being reimbursed to the developer as impact fees are collected from the development to reimburse the City for the road construction.

MOTION: Council Member Vollmer moved to approve. Council Member Totten seconded. Motion carried 7-0.

- c. Consider/Discuss/Action on appointment of the 2021 Boards and Commissions Interview Committee. (City Secretary Carrie Land)

MOTION: Mayor Pike moved to appoint Stan Carver, Josh Vollmer, Randy Atchley, and Danny Ussery as alternate. Council Member Miller seconded. Motion carried 7-0.

- d. Consider/Discuss/Action on EDC/CDC Appointments. (City Manager Jim Proce)

The Interview Committee had conducted interviews in December and nominated Matthew Seago.

MOTION: Council Member Miller moved to appoint Matthew Seago to Place 5, with a term expiring May 2021. Council Member Totten seconded. Motion carried 7-0.

- e. Approve an Ordinance Amending the FY2020 - 2021 Budget to add 4.5 FTEs and funding for a Fire Apparatus to the General Fund and unfreeze 2.0 FTEs in the Utility Fund. (City Manager Jim Proce)

The proposed budget amendment includes funding for the following purposes:

Revenue for building permits is exceeding FY2021 budget projections as a result of the explosive growth in our community. This explosive growth is also resulting in the need for additional staff in order to maintain the quality of services for our neighbors.

This budget amendment will add additional staffing as noted:

- Convert a part-time Administrative Assistant to full-time in the City Manager's Office to assist with human resources needs and administrative help. (0.5 FTEs)
- The position of IT Desk Help will be added to Information Technology to help with the additional technology needs of the growing staff, virtual meetings management and record keeping of same, and integration of off-site hardware to facilitate telecommuting needs as a result of COVID-19 impacts. (1.0 FTEs)

- A Development Services Technician will be added to Development Services Department to help with the additional workload associated with the consistently large number of building permits expected and experienced. (1.0 FTEs)
- Two Police Officers to expand patrol capabilities and fund the development of diversity in hiring in public safety through the use of the police academy. (2.0 FTEs)

Additionally, the Utility Department will be unfreezing 2.0 FTEs. These positions were frozen to ensure that the new utility rate structure would provide adequate funding to keep the Utility Fund fiscally sound. After an analysis of the first quarter, staff has determined that the population growth and the new utility rate structure will allow for these positions to be unfrozen, resuming the prior staffing levels to support construction inspection and utility maintenance needs. These would be hired immediately. Lastly, this amendment includes funding for fire pumper truck that was purchased that was formerly owned by the City of Coppell. The expectation was for this expenditure to be recorded before the end of FY2020. Because the truck was not delivered until October, the expense was recorded against the FY2021 budget. Funding is available in the General Fund fund balance.

MOTION: Council Member Atchley moved to approve. Council Member Totten seconded. Motion carried 7-0.

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

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

- 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). Charter provisions; personnel policies; Council procedures; City ordinances.
- Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- 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). Proposed developments.
- Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions

MOTION: Council Member Vollmer moved to enter Closed Session. Council Member Miller seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 7:33 PM.

Mayor Pike reconvened the meeting at 8:36 PM.

Council went back to Agenda Item 7a. for action.

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.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 8:37 PM.

Approved on February 9, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ray Isom

AGENDA ITEM:

Approve a Resolution approving the annual AMR ambulance transport Interlocal Agreement with Collin County (Chief Ray Isom)

SUMMARY:

This item is the annual renewal related to the Interlocal Agreement for ambulance transport services through Collin County. This agreement utilizes American Medical Response (AMR) as the service provider and is vital to the basic functionality of the fire department.

Collin County offers ambulance transport services to communities in the county that have not yet developed fire-based transport services. This is a cost-share agreement providing ambulances and EMS personnel that has existed for a significant period of time. These services will continue throughout this agreement period. The Fire Department must continue obtaining these services from the County until such time as the proper facilities, equipment, and personnel can be budgeted for and purchased. This agreement remains in effect through October 31, 2021.

FINANCIAL IMPACT:

The annual cost of the ILA is \$122, 140.14

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Ambulance Billing EMS CONTRACT
2. FY21 Contract Amendment No. 1 - Ambulance Renewal Anna
3. AMR ILA Resolution 2021

APPROVALS:

Ray Isom, Fire Chief

Created/Initiated - 1/30/2021

EXHIBIT A
FY 2019 EMS CONTRACT

Fire District /City		Unincorporated	Incorporated	% of Pop	TOTAL	AREA (ML)	Coalition	EMS Provider	City Annual Cost	County Costs
ANFD	Anna	1,887	14,093	17.30%	15,980	43.5734	Northern	AMR	\$122,140.14	\$16,354.11
BLFD	Blue Ridge	2,877	1,007	1.24%	3,884	69.7135	Eastern	AMR	\$8,727.39	\$24,934.16
BRFD	Branch*	3,861	-	0.00%	3,861	8.3176	Eastern	AMR	\$0.00	\$33,462.22
FVFD	Farmersville	4,528	3,067	3.76%	7,595	80.0021	Eastern	AMR	\$26,580.84	\$39,242.93
JOFD	Josephine	2,330	1,899	2.33%	4,229	31.6031	Eastern	AMR	\$16,458.11	\$20,193.47
LCFD	Lowry Crossing	1,405	1,754	2.15%	3,159	11.6014	Eastern	AMR	\$15,201.43	\$12,176.75
MSFD	Melissa	2,513	10,784	13.24%	13,297	28.0476	Northern	AMR	\$93,461.95	\$21,779.48
NVFD	Nevada	3,011	1,234	1.51%	4,245	20.2795	Eastern	AMR	\$10,694.74	\$26,095.51
PNFD	Princeton	4,467	13,605	16.70%	18,072	53.7865	Eastern	AMR	\$117,910.78	\$38,714.26
RSFD	Royse City	887	2,124	2.61%	3,011	13.7265	Eastern	AMR	\$0.00	\$26,095.51
WMFD	Westminster*	1,871	-	0.00%	1,871	28.2053	Northern	AMR	\$0.00	\$16,215.44
WEFD	Weston	1,924	333	0.41%	2,257	50.2557	Northern	AMR	\$2,886.02	\$16,674.78
Total		31,561	49,900	61.26%	81,461	439.1122			\$414,061.40	\$291,938.60
TOTAL COST FOR SERVICES FOR THE YEAR - \$706,000.00										

Total Population	81,461
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Contract Rate	\$ 706,000.00
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Rate per person	\$	8.666724
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* Westminster Fire District contains Anna annexations

* Collin County is responsible for unincorporated Westminster and Branch

* The incorporated portion of Royse City is covered by Rockwall EMS



Contract Amendment Two (2)

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

Vendor:	<u>City of Anna</u>	Effective Date	<u>11/1/2020</u>
	<u>Attn: City Secretary</u>	Contract No.	<u>2019-086</u>
	<u>111 N Powell Pkwy, P.O. Box 776</u>		
	<u>Anna, TX 75409</u>	Contract	<u>Ambulance Services Agreement, Anna</u>

Awarded by Court Order No.:	<u>2019-061-01-28</u>
Amendment <u>1</u> Court Order No.:	<u>2020-177-03-02</u>
Amendment <u>2</u> Court Order No.:	<u></u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

- Item #1 Extend contract for a twelve (12) month period at the same terms and conditions of the contract of November 1, 2020 through October 31, 2021.
- Item #2 Payment for contract year November 1, 2020 through October 31, 2021 is \$122,140.14. Payments will be made quarterly.
- Item #3 Add Force Majeure to Terms and Conditions:
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

ACCEPTED BY:

(Print Name)

City of Anna
111 N Powell Pkwy, P.O. Box 776
Anna, TX 75409

SIGNATURE

TITLE: _____

DATE: _____

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

Michelle Charnoski, CPPB

Purchasing Agent

DATE: _____

CITY OF ANNA, TEXAS

RESOLUTION NO. _____
(ILA Collin County Ambulance Service)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AMENDMENT TWO (2) TO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR THE PROVISION OF AMBULANCE SERVICE

WHEREAS, on May 13, 2014 the City Council of the City of Anna, Texas ("City Council") approved Resolution 2014-05-12, an Interlocal Agreement with Collin County, for the provision of ambulance service (the "Agreement"); and

WHEREAS, the Agreement may be renewed or extended for four additional one-year periods; and

WHEREAS, the City of Anna, Texas (the "City") has renewed or extended the Agreement in 2014, 2015, 2016, 2017, 2018, 2019, and 2020; and

WHEREAS, in order to preserve and protect the public health and safety of the residents of the City, the City of Anna Fire Chief has recommended that the City Council approve Amendment Two (2) to the Agreement, attached hereto as Exhibit 1, which will extend the Agreement for an additional one-year period;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Amendment to Interlocal Agreement

The City Council hereby approves Amendment Four (4) to the Agreement (the "Contract Amendment"), attached hereto as Exhibit 1, and authorizes, ratifies and approves the City Manager's execution of same.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of February 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ray Isom

AGENDA ITEM:

Approve a Resolution approving a service contract for EMS transport billing (Chief Ray Isom).

SUMMARY:

Emergicon is the fire department's preferred service provider for ambulance billing purposes. This contract is a required step in the process of placing Anna Fire Department's new ambulance into service. A cost recovery system must be in place before EMS transports can be conducted. This also establishes a billing system that is scalable and enables potential further EMS operations and expansion.

On 6/23/2020, the Anna City Council approved the purchase of a transport ambulance utilizing CARES ACT funding. Up-fitting and medical equipment costs for this vehicle required an additional \$95,000 which was also approved by the City Council. These items included a patient stretcher, LifePak 15 resuscitation unit, communications equipment, Lucas CPR device, and other related EMS items. The fire department is currently working on licensing the ambulance with the State of Texas, establishing the required Medical Control Officer, and creating a cost recovery mechanism for billing purposes.

This proposal is in alignment with the fire department's internal Strategic Plan and apparatus matrix which defines our vehicle acquisition and replacement schedule through FY 2040. It will also move the department closer to its ultimate goal of fire-based EMS transport.

FINANCIAL IMPACT:

Percentages and compensation information can be found on page 8, Section 10 of the billing services agreement.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. City of Anna Texas - 2021 BAA - updated
2. City of Anna Texas- 2021 Service Agreement updated
3. Emergicon Resolution for Ambulance Billing_2-2021

APPROVALS:

Ray Isom, Fire Chief

Created/Initiated - 1/30/2021

Business Associate Agreement
Between
City of Anna, TX
and Emergicon, LLC

This Business Associate Agreement (“Agreement”) between City of Anna, TX and Emergicon, LLC is executed to ensure that Emergicon, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of City of Anna, TX in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Emergicon, LLC, agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e- PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to City of Anna, TX any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to City of Anna, TX without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Emergicon, LLC agree to the same restrictions, conditions, and requirements that apply to Emergicon, LLC with respect to such information;

5. Make PHI in a designated record set available to City of Anna, TX and to an individual who has a right of access in a manner that satisfies City of Anna, TX's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by City of Anna, TX, or take other measures necessary to satisfy City of Anna, TX's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to City of Anna, TX or an individual who has a right to an accounting within 60 days and as necessary to satisfy City of Anna, TX's obligations under 45 CFR §164.528;
8. To the extent that Emergicon, LLC is to carry out any of City of Anna, TX's obligations under the HIPAA Privacy Rule, Emergicon, LLC shall comply with the requirements of the Privacy Rule that apply to City of Anna, TX when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Emergicon, LLC on behalf of City of Anna, TX, available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon, LLC and City of Anna, TX's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if City of Anna, TX notifies Emergicon, LLC of any restriction on the use or disclosure of PHI that City of Anna, TX has agreed to or is required to abide by under 45 CFR §164.522; and
11. If City of Anna, TX is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Emergicon, LLC agrees to assist City of Anna, TX in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Anna, TX's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of City of Anna, TX agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting City of Anna, TX of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of Anna, TX of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Emergicon, LLC on behalf of City of Anna, TX include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by City of Anna, TX to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by City of Anna, TX to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Emergicon, LLC has been engaged to perform on behalf of City of Anna, TX.

D. Termination

1. City of Anna, TX may terminate this Agreement if City of Anna, TX determines that Emergicon, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Emergicon, LLC shall return to City of Anna, TX or destroy all PHI received from City of Anna, TX, or created, maintained, or received by Emergicon, LLC on behalf of City of Anna, TX that Emergicon, LLC still maintains in any form. Emergicon, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this _____ day of _____, 2021

Emergicon, L.L.C.

City of Anna, TX

Signature:  1/20/2021

Christopher Turner, President

Signature: _____

Jim Proce, City Manager

AGREEMENT FOR SPECIALIZED PROFESSIONAL AMBULANCE BILLING SERVICES

This Agreement is entered into this day of , 2021, by and between Emergicon, LLC, a Texas limited liability company and City of Anna, a Texas municipality, ("Client").

RECITALS

WHEREAS, Client provides emergency and/or non-emergency ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others;

WHEREAS, Emergicon is engaged in the business of providing third-party billing and accounts receivable management specialized professional services for ambulance and emergency medical service organizations;

WHEREAS, Client desires to utilize Emergicon for billing and claims management services for its organization; and

WHEREAS, Emergicon is willing to provide such specialized professional services upon the terms and conditions provided in this Agreement;

THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages Emergicon to perform the Specialized Professional Services as described in Paragraph 2 of this Agreement and Emergicon accepts such appointment and agrees to provide Specialized Professional Services in accordance with the terms of this Agreement. Client agrees that this appointment is exclusive and that Client will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar specialized professional services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Specialized Professional Services. Emergicon agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to Emergicon. For purposes of this Agreement, "Required Documentation" shall consist of prehospital patient care reports (PCRs) (also referred to as "trip sheets" or "run reports"), (PCSs) (required for non-emergency transports), patient authorization signatures (sometimes referred to as "assignment of benefits forms" or "signature forms"), Advance Beneficiary Notices of Non-coverage (ABNs) and other documentation necessary for Emergicon to perform the Specialized Professional Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, regulations or payer rules, based upon Emergicon's understanding of said laws, regulations or payer rules applicable to the date the ambulance services were rendered. If any Required Documentation is missing, Emergicon will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by Emergicon in conformance with this Agreement for electronic or paper submission to the appropriate party or payer based on the information supplied by Client. In the event that Emergicon deems the Required Documentation to be incomplete or inconsistent, Emergicon will notify Client that additional information may be required to process the claim, and Emergicon will return any or all of the Required Documentation to Client that Emergicon determines may be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. Emergicon will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Emergicon makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by Emergicon's decisions with regard to proper coding and payer based on the information provided to Emergicon by Client.

d. Promptly post payments made on Client's behalf by patients, insurers and others.

e. Unless otherwise directed by Client, make reasonable efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and a maximum of three contact attempts to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals.

f. Perform follow-up for a commercially reasonable period of time following the initial billing date on all open accounts (See Paragraph 10(d) below). After this follow-up period, Emergicon will either return the accounts to Client or forward the accounts to a collection agency of Client's choosing at no cost to Client. Client and/or its designated collection agency shall bear all costs and liabilities of collections activities and collection agency charges, which charges shall not include any amounts due to Emergicon under this Agreement.

g. Provide monthly reports to Client, which include, at a minimum, cash received, accounts receivable and balance summary. Emergicon shall furnish those reports to Client.

h. Notify Client of any overpayments and/or credit balances of which Emergicon becomes aware that must be refunded by Client. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law.

i. Emergicon may, at its option, assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and Emergicon has no responsibility to make such refunds unless and until Client transfers such funds to Emergicon for this purpose. Emergicon shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments. Notwithstanding the foregoing or any contrary provision in this Agreement, Emergicon shall refund to Client all money paid to Emergicon by Client under any one or more provisions of this Agreement, if the overpayment was a result of Emergicon's actions, based upon the overpayment amount. Such payments shall be made to Client within fifteen (15) days of written demand by Client.

j. If Client desires that its patients be able to pay their accounts utilizing credit cards, establish a credit card merchant account and related capabilities to permit Client's patients to pay via any major credit card. Emergicon shall in its sole discretion determine which credit cards it will accept. Any credit card processing fee shall not be the responsibility of Client. Emergicon may offset processing fees by passing the fees through to the patient.

k. Assist Client in preparing, filing and updating the information on its Medicare, Medicaid or other insurer provider enrollment forms, as well as responding to required revalidations of Client's provider enrollment status. Client bears the sole responsibility to ensure that its Medicare, Medicaid or other insurer provider enrollment forms are submitted and updated in accordance with federal and state law, regulations and policies, and that they do so in a timely manner. If Client's status as a Medicare or Medicaid provider has lapsed prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee as described in Paragraph 10(e).

3. Specifically Excluded Duties of Emergicon. Notwithstanding any provisions of this Agreement to the contrary, Emergicon shall *not* be responsible to:

- a. Initiate or pursue litigation for the collection of past due accounts.
- b. Invoice for Client's non-ambulance medical transportation services, including but not limited to mobile integrated health programs, paratransit services, wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.
- c. Negotiate any checks made payable to Client, though Emergicon may receive funds as an agent of Client for transmittal to Client where permitted by Client;
- d. Accept reassignment of any benefits payable to Client;
- e. Provide legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- f. Obtain any prior authorizations on behalf of Client or obtain a Physician Certification Statement or other Certificate of Medical Necessity on behalf of Client.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide Emergicon with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Patient Name and Address, Date of Birth, Date of Service, Patient Medical Condition, Reason for Transport, Services Rendered (including assessments, interventions and other care), Origin and Destination with accompanying Zip Code, Transport Destination with accompanying Zip Code, Odometer Reading/Loaded Mileage (to the nearest tenth of a mile), and all relevant insurer or payer information, including identity of payer, group or plan numbers, patient's Insurance/Medicare/Medicaid Number, and all other relevant information and ensure that this data and the information contained on the Required Documentation is complete and accurate based upon the information provided to Client. Emergicon reserves the right to modify any Required Documentation or data at any time in accordance with new or revised payer requirements, and will provide a copy of any such revisions to Client in writing. Client acknowledges that Emergicon must rely upon the accuracy and completeness of the forms, signatures and other documentation provided to it by Client to allow Emergicon to perform the Specialized Professional Services specified in this Agreement. Emergicon is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client. By forwarding any such documentation to Emergicon, Client expressly represents that any such documentation is complete and accurate based upon information that has been provided to Client, and that Emergicon may rely upon the completeness and accuracy of any such documentation in performing its Services under this Agreement. Client bears sole responsibility for the claim submissions made by Emergicon on its behalf based upon the aforementioned documentation submitted to Emergicon by Client.

b. Maintain its qualifications to provide ambulance services, including any required local, state and/or federal licenses, permits, certificates or enrollments (collectively, "Licenses"), and to remain in good standing with Medicare, Medicaid and all other state and federal health care programs.

Client shall provide copies of all current Licenses, including renewals, to Emergicon. Client shall be responsible to maintain a National Provider Identifier (NPI) number and to update the information associated with its NPI. Client expressly represents that it will not forward accounts for processing by Emergicon if Client is ineligible for payment by any payers or insurers as a result of its licensure status, exclusion or other sanction with such payer or insurer, or other legal impediment, and that it will promptly notify Emergicon of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal health care program or any change in ownership or management of Client.

c. Provide Emergicon with a copy of all required Licenses, permits, certificates and enrollments as referenced in Paragraph 4(b), and forward updates of these documents to Emergicon as they are renewed.

d. Provide Emergicon with odometer readings or other documentation of mileage accepted by the payer on all calls reflecting loaded mileage (from the point of patient pickup to the destination) recorded in tenths of a mile as required by Medicare guidelines.

e. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient or otherwise meet the ambulance signature requirements set forth at 42 CFR § 424.36 on each call and forward to Emergicon as part of the Required Documentation.

f. In the event that Client operates a subscription, membership, or resident write-off program, client represents and warrants that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with any applicable state laws, regulations or guidelines. Emergicon will bill in accordance with the terms of such program, provided that Client furnishes those terms to Emergicon in writing. Client is responsible to inform Emergicon of its patients who are members or subscribers of Client's membership or subscription program. Notwithstanding any other provision of this Agreement, however, only to the extent allowed by law, Client agrees to defend, indemnify and hold harmless Emergicon in the event that Client's subscription or membership program is not actuarially sound as set forth in applicable OIG guidance or is not permissible under State law, regulation or policy.

g. If Client is a party to any ALS-BLS "joint billing" or "bundle billing" agreement, Client shall be responsible to provide Emergicon with a copy of such agreement. Client also agrees to submit a PCR from the other party to the joint billing agreement along with the Required Documentation.

h. Obtain a completed and valid PCS form on all trips where required by law and provide copies of all PCS forms to Emergicon as part of the Required Documentation.

i. Provide Emergicon with a copy of all Client rate schedules, contracts or agreements which pertain to Client's billing or charges for services.

j. Notify Emergicon of any or all changes in billing charges for service or changes in any of Client's billing policies or contracts not later than ten (10) days prior to the effective date of said changes.

k. Report all payments made directly to Client within three (3) business days of Client's receipt of same.

l. Cooperate reasonably with Emergicon so as to enable Emergicon to meet its obligations under this Agreement. In the event that Client's approval is required in order for Emergicon to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.

m. In writing, notify Emergicon of any customized needs (reporting, scheduling, support for Texas Ambulance Supplemental Payment Program (TASPP), etc.). Client understands that the processing of customized needs may entail additional charges to Client by Emergicon.

n. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by Emergicon, or who can execute required forms and other documents necessary to the provision of Services by Emergicon under this Agreement.

o. Agree to permit Emergicon to provide training to Client personnel in the event that Emergicon and Client agree that such training is necessary and/or desirable at a cost to be mutually agreed upon by the parties and paid by Client.

p. Provide electronic transfer of PCR data in an acceptable NEMSIS format to Emergicon, Client agrees to bear all cost of the development and implementation of the electronic software “bridge” as mutually agreed upon by the parties and in conjunction with Emergicon information technology personnel, representatives, or contractors.

5. Record Ownership and Access.

a. Client understands that all documentation provided to Emergicon by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting Emergicon to provide Specialized Professional Services under this Agreement. It is Client’s responsibility to maintain all of its documents and business records, including copies of any documents or records provided to Emergicon (“Client-Provided Records”). Emergicon does not act as Client’s records custodian.

b. As a convenience to Client, Emergicon will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (with appropriate patient authorization) for such documentation, if those records are in Emergicon’s possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by Emergicon to be routine attorney requests, Emergicon shall forward such requests to Client for disposition, and required documentation shall be provided to Client by Emergicon at no additional cost to Client.

c. During the term of this Agreement, Emergicon shall, upon Client’s written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to Emergicon by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by Emergicon on Client’s behalf. “Claim Adjudication Documents” shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials, and other documents of a similar type or nature.

d. Any documents, data, records, or information compiled in the course of Emergicon’s provision of Specialized Professional Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Records defined in Paragraphs 5(a) and (c) above, shall be the sole and exclusive property of Emergicon and shall be considered the business and/or proprietary records of Emergicon. Emergicon shall have no obligation to furnish any such business or proprietary records of Emergicon to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (c), above. Notwithstanding the foregoing, Client and Emergicon understand and agree that documents required to be disclosed by court order, federal or state law, including without limitation, those documents, records or information which are responsive to a request for public information under state or federal law, shall be provided to Client by Emergicon.

e. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (c) of this Agreement, and such documents cannot be provided to Client in electronic form, Emergicon may charge Client the per-copy amount for medical records permitted under the Texas Medical Board rules at the time of Client's request.

f. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (c) of this Agreement shall be maintained in electronic format at a site convenient to Emergicon for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed ninety (90) days following the effective date of termination of this Agreement. Electronic or paper copies of the records to which Client has a right of access under Paragraphs 5(a) and (c) will be made available to Client, at Client's sole cost and expense, in a format agreed upon by Emergicon and Client at the Client's written request provided that Client makes such request within thirty (30) days following termination of the Agreement, and provided that Client has no undisputed outstanding invoices due to Emergicon at the time of the request. Emergicon shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such Emergicon-generated reports to Client, except as required by Court order or applicable law.

g. Upon termination of this Agreement, Client is responsible to notify all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. After termination, Emergicon will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to Emergicon after the effective termination date of this Agreement, and Emergicon shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement.

h. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by Emergicon at a reasonable per copy price per the Texas Medical Board rules at the time of the request.

6. Client Accounting and Auditing Requirements. If Client requires Emergicon's assistance in Client's accounting or other internal audits, Emergicon will charge Client for said audit support services at its customary rates, to be established by Emergicon from time to time. Upon written request of Client for same, Emergicon shall furnish said rates to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year, and will automatically renew for two (2) successive terms of one (1) year each unless terminated hereunder.

b. This Agreement may be terminated upon the expiration of its then-current term, with or without cause, by either party, upon written notice to the other party, given no later than ninety (90) days prior to the expiration of the then-current term or as otherwise expressly provided herein.

c. This Agreement may be terminated by Emergicon or Client immediately upon written notice to the other Party for any of the following reasons:

i. If either Party makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any

receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, unstayed, or un-vacated for a period of thirty (30) days.

ii. If either Party loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

iii. If either Party fails to perform any of its responsibilities as set forth in this Agreement, fails to pay the other Party as set forth herein within thirty (30) days of the date such payment becomes due or such other time period as expressly provided herein, takes any actions which either Party reasonably determines to be illegal or non-compliant with law or with this Agreement, or fails to cooperate in any way that prevents, impedes, obstructs or delays either Party in the performance of its respective obligations hereunder as set forth in this Agreement.

d. Upon termination for any reason, Emergicon shall perform follow-up on any open accounts submitted by Emergicon on Client's behalf for a period not to exceed ninety (90) days from the date of termination, unless Client declines that service from Emergicon by providing written notice to Emergicon. Emergicon shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent Emergicon from engaging in such follow-up, or in the event that Client has any unpaid balances due to Emergicon on the date of termination of this Agreement.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by Emergicon on Client's behalf and for all claims billed on Client's behalf pursuant to Paragraph 10(b), below, during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all invoices are due and payable by each Party to the other Party within five (5) days of same. In the event that Client does not remit payment on any such invoice within five (5) days of the invoice, Emergicon shall have no responsibility to perform any further follow-up on open accounts, notwithstanding the provisions of Paragraph 7(d) above.

8. External and Internal Audits.

a. Client shall immediately notify Emergicon if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of Client and/or Emergicon, or claims submitted by Emergicon on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, Recovery Audit Contractor, Zone Program Integrity Contractor, Unified Program Integrity Contractor, Medicaid Fraud Control Unit, other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for any reason.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. Emergicon shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee, as determined by Texas Medical Board rules at the time of the request, for copying, preparation, assembly or retrieval of such documents or reports. Emergicon shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier, payer or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessments.

d. Client understands and acknowledges that Emergicon, as part of its compliance program, may on occasion, and at its sole discretion, perform or contract for the performance of periodic,

random, internal audits of its coding, billing and other business practices. These voluntary, internal compliance audits may reveal the existence of Client overpayments, and Client agrees that any such overpayments identified by Emergicon in its internal auditing process will be refunded by Client as described in more detail in Paragraph 2(h) of this Agreement.

9. Disposition of Funds.

a. All funds Emergicon receives from third party payers, patients or other sources for ambulance services provided by Client shall be made in the name of Client and forwarded monthly to Client or deposited into a Client account as directed by Client.

b. If Client desires that its patients be able to pay their accounts utilizing credit cards, then Emergicon shall accept credit card payments on behalf of Client's patients in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible, without making Emergicon a collection agency and responsible for compliance with the federal Fair Debt Collection Practices Act and other state or federal debt collection laws.

c. Emergicon shall not accept a reassignment of any benefits where prohibited by law.

10. Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, Client shall pay Emergicon a fee equivalent to eight percent (8.00%) of all revenues collected by Emergicon on behalf of Client.

b. For all payers that prohibit percentage-based billing arrangements, such as Department of State Health Services' (DSHS') Children with Special Health Care Needs (CSHCN) Services Program, Client shall pay Emergicon a flat fee of \$38 per trip, to be invoiced at the time of billing.

c. If Client instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-two Percent (22%) of the total amount collected on the account.

d. If Client instructs Emergicon to continue to pursue Patient Pay accounts with balances beyond 120 days from the date of transport, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Eighteen Percent (18%) of the total amount collected on the account.

e. If Client is disenrolled or inactive as a Medicare or Medicaid provider prior to the effective date of this Agreement, Emergicon shall re-enroll Client for an additional fee of \$1,500 for Medicare and \$500 for Medicaid, plus any fees assessed by the Centers for Medicare & Medicaid Services.

f. The fees payable by Client to Emergicon shall be invoiced to Client on a monthly basis and shall be calculated in accordance with the receipts report generated by Emergicon and the terms of this Agreement.

g. Emergicon shall submit invoices to Client on a monthly basis. Invoices are to be paid by Client within thirty (30) days of the invoice date.

h. In the event that Client is obligated to refund any overpayment or credit balance as set forth in Paragraph 2(h), fees paid to Emergicon by Client for such refunded overpayment or credit balance shall also be credited or refunded to Client in accordance with the provisions of this Agreement.

i. The rates set forth by Emergicon to be charged to Client for Specialized Professional Services rendered are subject to change ("Rate Change") by Emergicon upon ninety (90) days written notice to Client. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement after receiving notice of a Rate Change by providing written notice of termination to Emergicon within sixty (60) days of receiving the notice of the Rate Change.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, only to the extent allowed by law, Client shall hold harmless, indemnify and defend Emergicon and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any willful or grossly negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees.

b. In addition to any specific indemnification provisions set forth in this Agreement, Emergicon shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any willful or grossly negligent misconduct of any Emergicon agent, servant, contractor or employee and which relate to the Specialized Professional Services performed by Emergicon under this Agreement.

c. Emergicon shall maintain errors and omissions insurance coverage in an amount not less than \$4,000,000. Client will be named as an additional insured under the policy and Emergicon shall provide proof of such coverage to Client upon execution of this Agreement and thereafter upon within ten (10) days of written request for same.

d. Notwithstanding any other provision of this Agreement, Emergicon shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement. Any liability of Emergicon for any disputed billing performed by Emergicon on behalf of Client shall not exceed any amounts paid to Emergicon by Client under this Agreement.

e. Where any provision of this Agreement obligates either party to defend, indemnify, hold harmless, and/or reimburse the other party, such agreement shall include any claims, losses, assessments or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

f. Notwithstanding the foregoing or any provision of this Agreement, Emergicon understands and agrees that City's obligations to indemnify Emergicon under this Agreement are binding only to the extent allowed by law based upon City's status as a body under the Texas Constitution, and Emergicon expressly acknowledges that no such limitation or qualification is applicable to Emergicon's obligation to defend, indemnify, release and/or hold harmless City under the terms of this Agreement.

g. It is expressly agreed and understood by both parties that certain repayment or refund demands may be made by insurance payers that are not the result of negligence on the part of either party and therefore are not subject to indemnity as set forth in this Paragraph 11. Specifically, there may be claims that are audited or reviewed and later determined not to be medically necessary, not to justify the level of care provided and/or billed, or otherwise denied or down-coded to a lower level of service. In such situations, the parties will work together to respond to and appeal such denials, and if determined that repayment is in fact due after the exhaustion of such available appeals, the parties will pay their pro-rata share of refund based on the % fee set forth in Paragraph 10.a. above.

12. Confidentiality. Neither Emergicon nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation, subpoena, or Court order. For purposes of this Agreement, "proprietary information" shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers, facilities, ambulance providers, health care systems, or other such parties, audit requests, audit results, billing processes, client lists or other such information. The Parties understand and agree that any determination regarding whether "proprietary information" or "confidential" (as defined or deemed under this Agreement) may lawfully be withheld may be subject to review by the Texas Attorney General or by a Court of proper jurisdiction, and disclosure to either the Texas Attorney General or a Court for purposes of determining whether disclosure is required shall not be considered a breach of confidentiality.

13. Compliance.

a. Emergicon will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities. Emergicon expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Emergicon's personnel are appropriately licensed and/or certified to furnish the services provided by Emergicon. Emergicon agrees to defend, indemnify and hold harmless Client from any and all claims, damages and losses in the event that Emergicon breaches its obligation under this paragraph to operate in compliance with state and federal statutes, rules and regulations applicable to billing activities.

b. Client shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client's personnel are appropriately licensed and/or certified to furnish the services provided by Client. Only to the extent allowed by law, Client agrees to defend, indemnify and hold harmless Emergicon from any and all claims, damages and losses in the event that Client sends accounts to Emergicon which are ineligible for billing and/or reimbursement for any reason.

c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice, agrees to notify the other party within three (3) business days of becoming aware and such notice shall be in writing.

d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or Federal health care program.

e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions

of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

14. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Services, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

15. Independent Contractor Relationship. Emergicon and Client stand in an independent contractor relationship to one another and shall not be considered as joint venturers or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of either party to any entity for any debts, liabilities or obligations incurred by or on behalf of the other party hereto.

16. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

17. Assignment. This Agreement may not be assigned by Emergicon to any successors or assigns of Emergicon without the express written consent of Client. This Agreement may not be assigned by Client without the express written consent of Emergicon.

18. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party: (i) three days after mailing by the party when notices are sent by First Class U.S. certified mail, postage prepaid; or (ii) upon receipt (if sent by hand delivery or courier service).

Emergicon:
Emergicon, LLC.
PO Box 180446
Dallas, TX 75218

City of Anna, TX:
City of Anna
111 N Powell Parkway
Anna, TX 75409

19. Non-Competition and Non-Solicitation Clause. Without prior, written authorization from Emergicon, Client shall not—during the term of this Agreement, or for two (2) years following its expiration or termination for any reason—employ, retain as an independent contractor, or otherwise in any way hire any personnel currently employed or employed at any time during the term of this Agreement by Emergicon.

20. Governing Law and Forum Selection Clause. This Agreement shall be deemed to have been made and entered into in Texas and shall be interpreted in accordance with the laws thereof, without regard to conflicts of laws principles. The parties expressly agree that the exclusive forum for resolving any legal disputes under this Agreement shall be the state or federal courts serving Collin County, Texas. Client expressly agrees to personal jurisdiction and venue in any such court.

21. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

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

23. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

24. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

25. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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

27. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

28. Non-Appropriation. In the event Client does not appropriate sufficient funds at any time during the term, Client shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Client

IN WITNESS WHEREOF, the parties have executed this Agreement to commence on the date first above written. Client represents that the individual who has executed this Agreement on behalf of the Client is authorized by Client and by law to do so.

EMERGICON, LLC.

City of Anna, Texas

By:

By:



1/20/2021

Signature

Date

Christopher Turner

Print Name

President and CEO

Title

Signature

Date

Jim Proce

Print Name

City Manager

Title

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING A SERVICE AGREEMENT FOR BILLING PURPOSES RELATED TO THE RECENT CARES ACT AMBULANCE VEHICLE (MEDIC UNIT).

WHEREAS, the City Council of the City of Anna, Texas (“City Council”) finds that the City of Anna Fire Chief – in furtherance of the Fire Department’s purpose of preserving and protecting the public health and safety of the City’s residents – has, after extensive research, recommended that the City enter an agreement with Emergicon LLC; and,

WHEREAS, the City of Anna, Texas (the “City”) approved the purchase of a transport ambulance at the meeting held on 6/23/2020; and,

WHEREAS, the City’s Financial Policy adopted on September 28, 2010 by Ordinance No. 511-2010 requires that all purchases exceeding \$50,000 must be purchased under formal competitive sealed bidding rules or as otherwise permitted by the Texas Local Government Code under Chapters 252 and 271; and

WHEREAS, Section 252.022(a)(2) of the Texas Local Government Code exempts from competitive bidding a procurement necessary to preserve or protect the public health or safety of the municipality’s residents; and

WHEREAS, the City’s Fire Chief has advised the Council and the Council has found and determined that the purchase of the ambulance to include all related equipment and necessary billing services is necessary and essential to preserve the public health or safety of the City’s residents; and

WHEREAS, the City Attorney has advised that based on these findings competitive bidding is not required for the purchase of firefighting equipment as it falls under the exemption in Section 252.022(a)(2) of the Texas Local Government Code; and

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization of Contract Award.

The City Council hereby authorizes the City Manager to execute on its behalf, subject to legal review and approval by the City Attorney, a service agreement with Emergicon LLC for the purpose of medical transport billing to be primarily utilized on Anna Medic 1.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of February 2021.

ATTEST:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Alan Guard

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to sign an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) to participate in the NCTCOG SHARE program for cooperative purchasing of goods and services. (Finance Director Alan Guard)

SUMMARY:

Approve a Resolution authorizing the City Manager to sign an Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) to participate in the NCTCOG SHARE program for cooperative purchasing of goods and services.

The SHARE program is the direct outcome of local governments partnering together to identify common needs in the North Texas area and developing solutions through collaboration and cooperative purchasing programs.

SHARE ILAs are fairly simple participation agreements that allow public sector entities to access and leverage SHARE/NCTCOG cooperative contracts, pursuant to Chapter 791 of the Texas Local Government Code. There is absolutely no cost associated with membership. Once executed there is no need to renew or execute a new agreement when utilizing any NCTCOG vendor contracts.

Participating organizations can have confidence that when purchasing through SHARE, all procurement processes follow legal guidelines and are administered consistently. This provides the City another avenue to streamline our bidding process.

FINANCIAL IMPACT:

NA

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Resolution NCTCOG SHARE Program 02092021
2. ILA-NCTCOG SHARE Program 2021

APPROVALS:

Alan Guard,

Created/Initiated - 1/30/2021

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING PARTICIPATION IN THE NORTH TEXAS COUNCIL OF GOVERNMENTS' NORTH TEXAS SHARE PROGRAM

WHEREAS, the North Central Texas Council of Governments, hereinafter referred to as NCTCOG, is a voluntary association of, by and for local governments organized under Chapter 391 of the Texas Local Government Code and was established to assist local governments in the planning for common needs, cooperating for the mutual benefit, and coordinating for sound regional development; and,

WHEREAS, the NCTCOG established North Texas SHARE as a public sector solution center which includes a cooperative purchasing program for goods and services; and,

WHEREAS, North Texas SHARE procures goods and services in accordance with applicable State laws and regulations regarding contract and procurement proceedings; and,

WHEREAS, the City of Anna, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code and Chapter 791 of the Government Code, desires to participate in the North Texas SHARE cooperative purchasing program.

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

Section 1. Recitals Incorporated.

The City Council of the City of Anna authorizes the execution by the City Manager of the attached Inter-local Agreement with the NCTCOG to participate in the North Texas SHARE Program and utilize contracts for goods and services available thereunder.

Section 2. Approval of Resolution.

This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 8th day of February, 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that it is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purchase of certain products and services (“Products” or “Services”) through the **North Texas SHARE** program. Participant will access the Program through **www.NorthTexasSHARE.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of North Texas SHARE. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the North Texas SHARE program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the North Texas SHARE program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the North Texas SHARE program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the North Texas SHARE program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments

North Texas SHARE
616 Six Flags Drive, Arlington, Texas 76011

Name of Participant Agency

NCTCOG Executive Director or Designee

Mailing Address

Signature of Executive Director or Designee

City State Zip

Date

Name and Title of Authorized Official or Designee

Signature

Date



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Review minutes of the January 4, 2021 Planning & Zoning Commission meeting.
(Director of Development Services Ross Altobelli)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 01-04-2021 PZ minutes

APPROVALS:

Lauren Mecke, Planner II
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 2/2/2021
Approved - 2/2/2021
Final Approval - 2/2/2021

**MINUTES
PLANNING AND ZONING COMMISSION
January 4, 2021**

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on January 4, 2021 at 111 N. Powell Parkway, Anna City Hall, to consider the following items.

1. Call to Order and Establishment of Quorum

The meeting was called to order at 7:03 p.m.

Members present were Wayne Barton, Alonzo Tutson, Donald Henke, Brent Thomas, Duane Hayes and Latoya Grady with Nick Rubits absent. Staff present were Ross Altobelli, Lauren Mecke, Olivia Demings, and Kevin Johnson.

2. Invocation and Pledge of Allegiance

Commissioner Barton gave the invocation and led the Pledge of Allegiance.

3. Citizen Comments: At this time, any person may address the Planning and Zoning Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

There were no citizen comments.

Chairman Tutson wished everyone a Happy New Year and welcomed Commissioner Duane Hayes to the Planning and Zoning Commission.

4. Location Map

Consent Items

5. Consider/Discuss/Action to approve minutes of the December 7, 2020 Planning and Zoning Commission meeting.

6. Consider/Discuss/Action on a recommendation regarding the Anna 455 Addition, Block A, Lots 4 – 6, Preliminary Plat. **Applicant: Jonathan Kirby, Kimley-Horn**

A motion was made by Commissioner Thomas seconded by Commissioner Grady to recommend approval of consent items 5 and 6. The vote was unanimous.

7. Conduct a public hearing/Consider/Discuss/Action on amendments to Article 9.02 Subdivision Regulations, Article 9.04 Zoning Ordinance, Article 9.05 Signs, Article 9.06 Landscape Regulations and related sections of the Development Regulations.

Ms. Mecke gave a brief presentation and answered questions from the commission. The commission's role is to review regulations. As staff reviews new development, we have discovered contradicting text. We are providing these updates to modernize the regulations and correct errors.

The public hearing opened at 7:09 p.m.

Mr. Altobelli added that staff is looking at how the world is developing and seeing where regulations need to be simplified and modernized. Cleaning up ordinances will help staff. A more detailed look at zoning districts will occur with the new Comprehensive Plan.

The public hearing closed at 7:11 p.m.

Commissioner Barton stated a few suggested changes. On page 16, the term "nautilus facilities" is specific to a manufacturing company, a more generic term ought to be used. The term "privately owned" should be "private access" as we are still talking about open to the public facilities. On page 18, drive throughs with individual service speakers can be an annoyance to residential neighbors, we should consider a sound abatement system.

Mr. Altobelli asked how would noise be measured?

Commissioner Barton clarified that sound should not extend into the residential district.

Commissioner Hayes questioned the issue of loud cars and suggested extending the distance between the drive through and the homes.

Mr. Altobelli responded that this would affect several lots along FM 455 that have existing zoning and I wouldn't want to halt development. We can identify a sound threshold specifically.

Commissioner Barton added that 8ft is too small to accommodate a stacking space. It should be 9ft per space. 8ft is also too limiting for an escape lane, an 11ft passing lane is recommended. He asked if daycare or private school pick-up lanes were covered under this regulation.

Ms. Mecke responded that they are specifically addressed elsewhere in the ordinance.

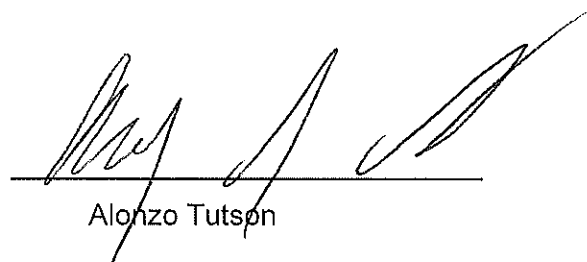
Commissioner Barton clarified with Ms. Mecke that kiosk means no personnel is on site. Common examples are ice machines, ATMS's, and RedBox. Additionally, staff confirmed that an outdoor pen is in reference to a dog day care. It is a place for the dogs to play outside but not to be kept overnight. Commissioner Barton suggested more specific language for this definition and that sound minimization regulations should also be included for outdoor pens.

Mr. Altobelli noted that we can reference our existing sound regulations for this use.

A motion was made by Commissioner Barton and seconded by Commissioner Henke to approve amendments to Article 9.02 Subdivision Regulation, Article 9.04 Zoning Ordinance, Article 9.05 Signs, Article 9.06 Landscape Regulations and related sections of the Development Regulations subject to revision by staff based on Commission recommendations. The vote was unanimous.

8. Adjourn

A motion was made by Commissioner Thomas seconded by Commissioner Grady to adjourn the meeting. The vote was unanimous. The meeting adjourned at 7:30 p.m.



Alonzo Tutson

Planning and Zoning Commission Chairman

ATTEST:

Olivia Demings



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Golden Estates, Block A, Lot 1, development plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Golden Estates, Block A, Lot 1, development plat.

David Surdukan, Surdukan Surveying, has submitted an application for approval of a development plat for Golden Estates, Block A, Lot 1. Nine accessory buildings on one lot on 40± acres located on the north side of CR 177, 3,781± feet west of FM 3356. Located within the extraterritorial jurisdiction (ETJ).

The Planning & Zoning Commission recommended for approval subject to any new development adhering to the Collin County Floodplain Management Regulations.

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:

Staff recommends approval subject to any new development adhering to the Collin County Floodplain Management Regulations.

ATTACHMENTS:

1. Agenda Map
2. RESOLUTION - (DP) Golden Estates
3. EXHIBIT A (DP) Golden Estates

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

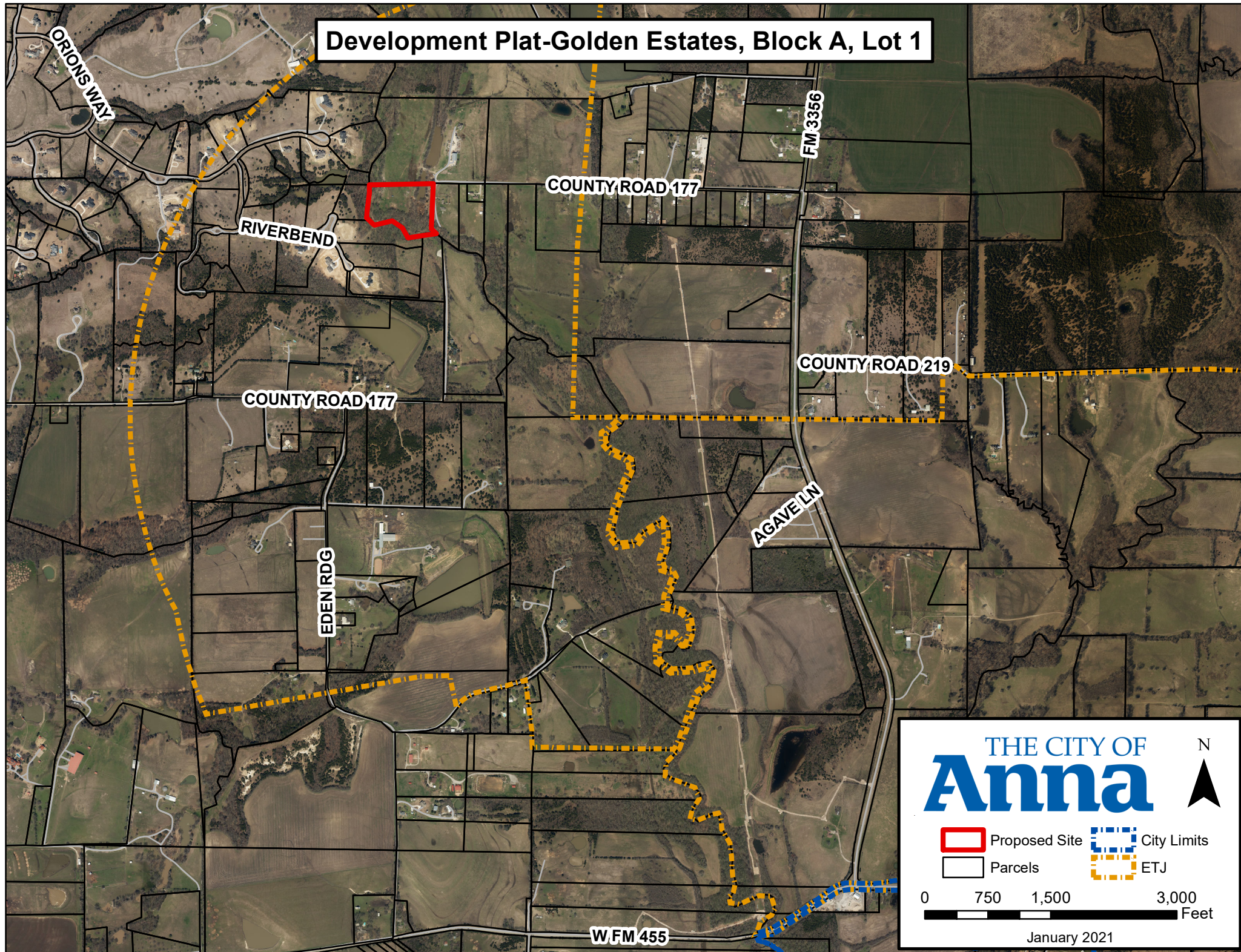
Jim Proce, City Manager

Created/Initiated - 2/2/2021

Approved - 2/2/2021

Final Approval - 2/4/2021

Development Plat-Golden Estates, Block A, Lot 1



THE CITY OF
Anna

N

Legend:

- Proposed Site (Red outline)
- City Limits (Dashed blue line)
- Parcels (Black outline)
- ETJ (Dashed yellow line)

0 750 1,500 3,000 Feet

January 2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, David Surdukan, Surdukan Surveying, has submitted an application for the approval of the Golden Estates, Block A, Lot 1, Development Plat.

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

Recitals Incorporated

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

Approval of Development Plat.

The City Council hereby approves the Golden Estates, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of February 2021.

ATTEST:

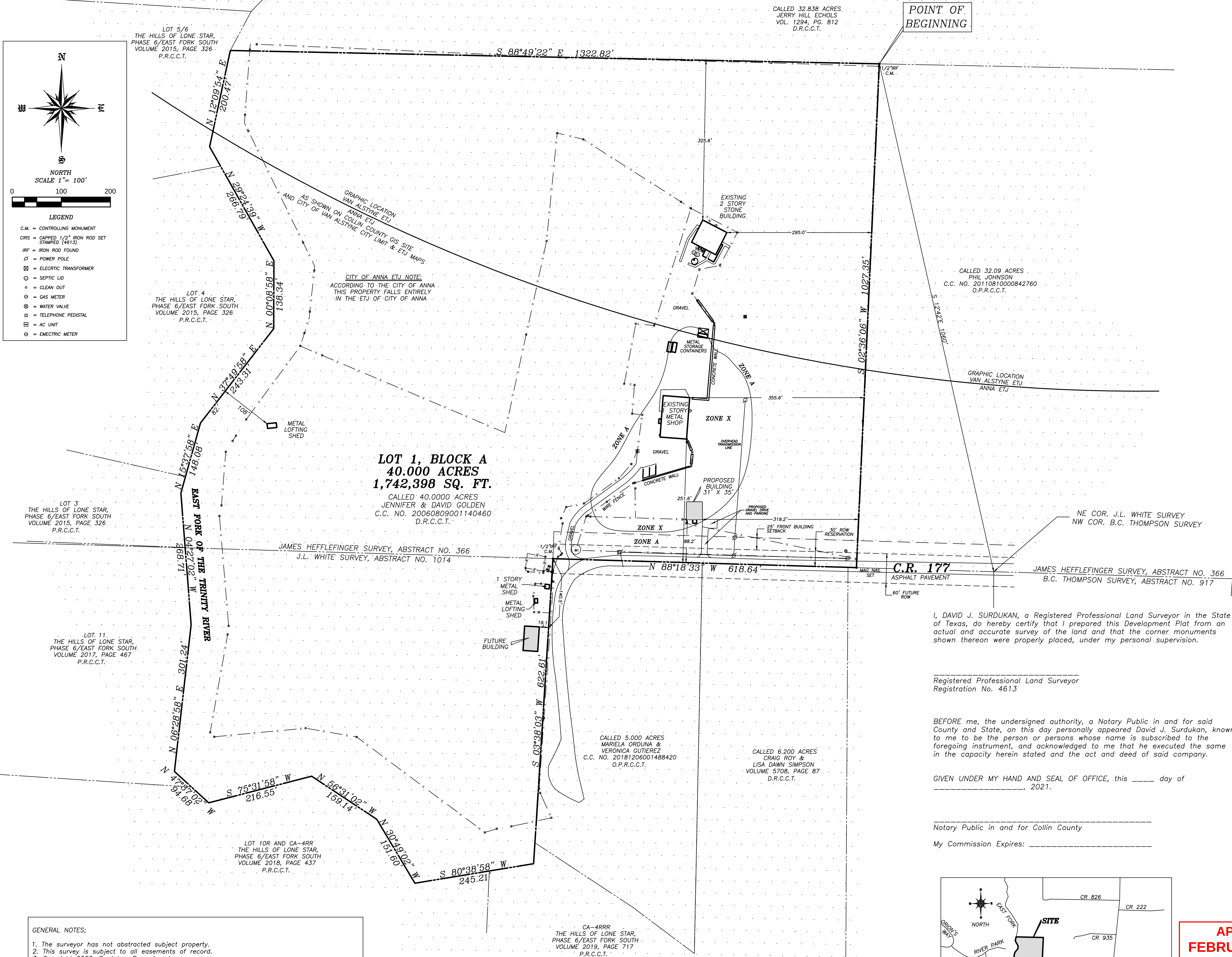
APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

North arrow pointing up, labeled 'N'. Below it, a scale bar from 0 to 200 feet, labeled 'SCALE 1" = 100''. Below the scale bar, a legend box with the following items:

- C.M. = CONTROLLING MONUMENT
- C.R.S. = CAPPED 1/2" IRON ROD SET STAMPED 4613
- IRF = IRON ROD FOUND
- PT = POWER POLE
- ET = ELECTRIC TRANSFORMER
- SL = SEPTIC LID
- CL = CLEAN OUT
- GM = GAS METER
- WV = WATER VALVE
- TP = TELEPHONE PEDISTAL
- AC = AC UNIT
- EM = ELECTRIC METER



- GENERAL NOTES;
1. The surveyor has not abstracted subject property.
 2. This survey is subject to all easements of record.
 3. Copyright 2020, Surdukan Surveying, Inc.
 4. The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
 5. The original copy will have original signatures, stamp seal and an impression seal.
 6. The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, NAD83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
 7. Water service to this site is provided by Marilee Special Utility District.
 8. Sanitary Sewer will be provided by an approved onsite OSSF - permits through Collin County.
 9. Gas will Liquid propane.
 10. Electric is provided by Grayson-Collin Electric Company.
 11. Solid waste will be provided through a private trash company.
 12. New residential and Commercial development will be required to adhere to the Collin County Floodplain Management Regulations. A flood study and subsequent FEMA map changes may be required for future development of this lot.

EXHIBIT A

POINT OF BEGINNING

LEGAL DESCRIPTION

BEING a tract of land situated in the James Hefflefinger Survey, Abstract No. 366, and the J. L. White Survey, Abstract No. 1014, Collin County, Texas, and being all of a 40.000 acre tract of land conveyed to Jennifer and David Golden as recorded in Instrument No. 20060809001140460 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for corner at the northeast corner of said 40.000 acres, and said iron rod being the northwest corner of a called 32.090 acre tract of land as conveyed to Phil Johnson as recorded in Instrument No. 20110810000842760 of the Official Public Records of Collin County, Texas, and said corner also being in the south line of a called 32.838 acre tract of land as conveyed to Jerry Hill Echols as recorded in Volume 1294, Page 812 of the Deed Records of Collin County, Texas;

THENCE S 02°36'06" W with the west line of the called 32.090 acre tract of land a distance of 1027.35' to a mag nail set for corner in County Road No. 177;

THENCE N 88°18'33" W following County Road No. 177 a distance of 618.64' to a 1/2" iron rod found for corner;

THENCE S 03°38'03" W a distance of 622.61' to a point for corner in the east fork of the Trinity River;

THENCE S 80°38'58" W a distance of 245.21' to a point for corner in the east fork of the Trinity River;

THENCE N 30°49'02" W a distance of 151.60' to a point for corner in the east fork of the Trinity River;

THENCE N 56°31'02" W a distance of 159.14' to a point for corner in the east fork of the Trinity River;

THENCE S 75°31'58" W a distance of 216.55' to a point for corner in the east fork of the Trinity River;

THENCE N 47°37'02" W a distance of 94.68' to a point for corner in the east fork of the Trinity River;

THENCE N 06°28'58" E a distance of 301.24' to a point for corner in the east fork of the Trinity River;

THENCE N 04°27'02" W a distance of 268.71' to a point for corner in the east fork of the Trinity River;

THENCE N 15°37'58" E a distance of 148.08' to a point for corner in the east fork of the Trinity River;

THENCE N 37°49'58" E a distance of 243.31' to a point for corner in the east fork of the Trinity River;

THENCE N 00°08'58" E a distance of 138.34' to a point for corner in the east fork of the Trinity River;

THENCE N 29°24'39" W a distance of 266.79' to a point for corner in the east fork of the Trinity River;

THENCE N 12°09'54" E a distance of 200.47' to a point for corner in the east fork of the Trinity River and also being the northwest corner of said 40.000 acre tract;

THENCE S 88°49'22" E a distance of 1322.82' to the POINT OF BEGINNING and containing 1,742,398 Square Feet or 40.000 Acres of land.

FLOOD NOTE

Portions of this property fall within Zone X (unshaded) and Zone A (shaded without base elevation) according to the Flood Insurance Rate Maps, Panel No. 48085C0045J, Map Revision June 2, 2009, as published by the Federal Emergency Management Agency and shown graphically on the survey.

CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2021, by the City Council of the City of Anna Texas.

(Mayor)

City Secretary

I, DAVID J. SURDUKAN, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision.

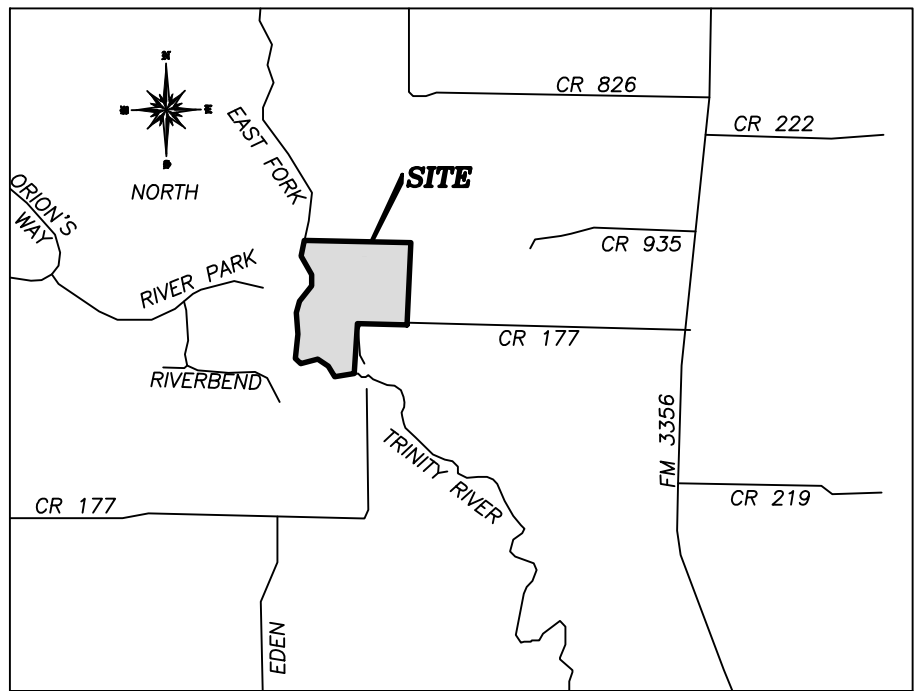
Registered Professional Land Surveyor
Registration No. 4613

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David J. Surdukan, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public in and for Collin County

My Commission Expires: _____



APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
February 1, 2020
P&Z COMMISSION
CITY OF ANNA

DEVELOPMENT PLAT
GOLDEN ESTATES
BLOCK A, LOT 1
BEING 40.000 ACRES OUT OF THE
JAMES HEFFLEFINGER SURVEY
ABSTRACT NO. 366
J.L. WHITE SURVEY
ABSTRACT NO. 1014
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNER
JENNIFER & DAVID GOLDEN
4114 CR 177
ANNA, TEXAS 75409
(972) 924-4965

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

SCALE 1" = 100'

DATE: JANUARY 8, 2021

JOB NO. 2020-130



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Ornelas Place, Block A, Lot 1, development plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Ornelas Place, Block A, Lot 1, development plat.

David Surdukan, Surdukan Surveying, has submitted an application for approval of a development plat for Ornelas Place, Block A, Lot 1. One single-family dwelling, detached and three accessory buildings on one lot on 1.0± acre located on the south side of CR 424, 971± feet east of County Road 426. Located within the extraterritorial jurisdiction (ETJ).

The Planning and Zoning Commission recommended approval.

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:

Staff recommends approval of this item.

ATTACHMENTS:

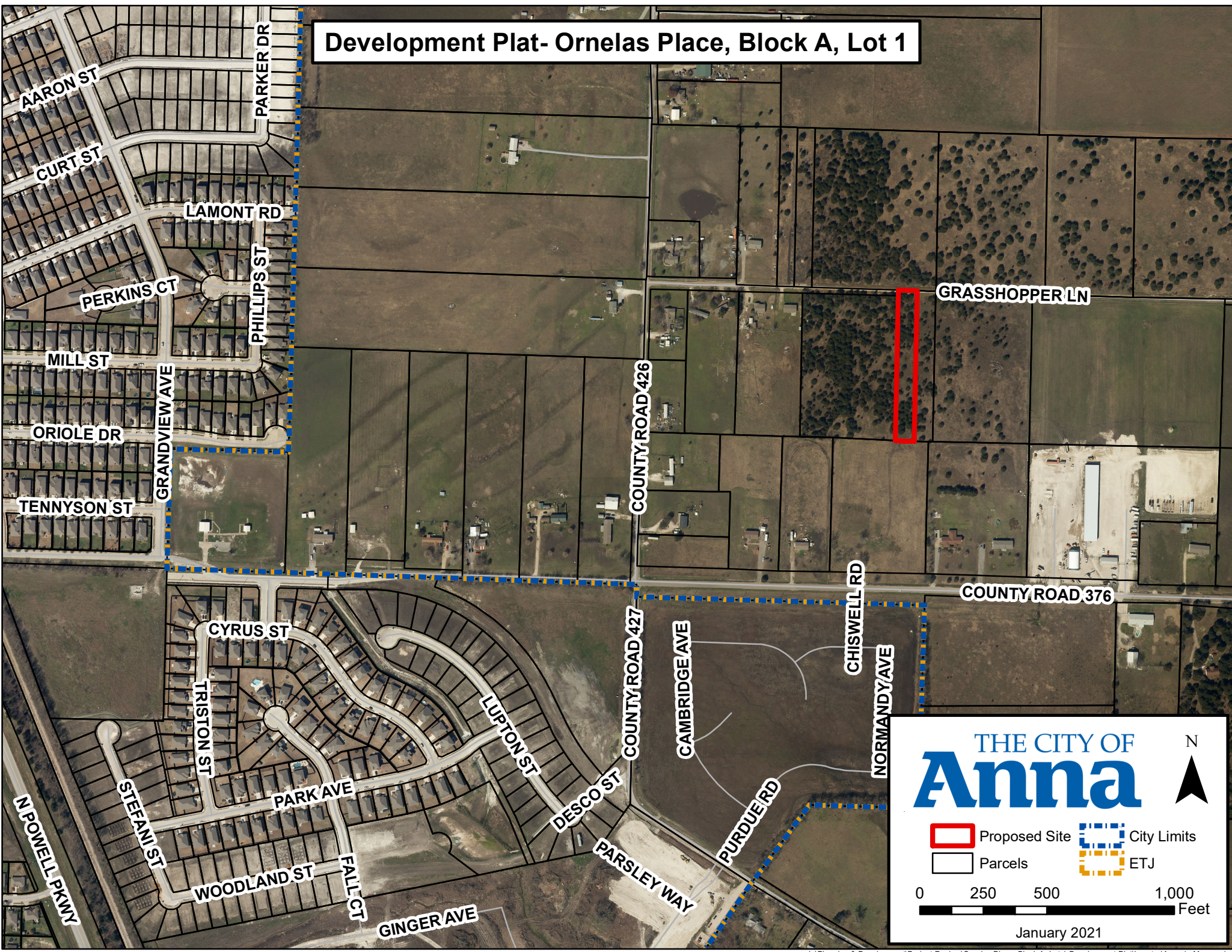
1. Agenda Map
2. RESOLUTION - (DP) Ornelas Place
3. EXHIBIT A (DP) Ornelas Place

APPROVALS:

Lauren Mecke, Planner II
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 2/2/2021
Approved - 2/2/2021
Final Approval - 2/4/2021

Development Plat- Ornelas Place, Block A, Lot 1



THE CITY OF

Anna

N

Proposed Site

City Limits

Parcels

ETJ

0 250 500 1,000 Feet

January 2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ORNELAS PLACE
BLOCK A, LOT 1, DEVELOPMENT PLAT**

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

WHEREAS, David Surdukan, Surdukan Surveying, has submitted an application for the approval of the Ornelas Place, Block A, Lot 1, Development Plat.

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

Recitals Incorporated

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

Approval of Development Plat.

The City Council hereby approves the Ornelas Place, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of February 2021.

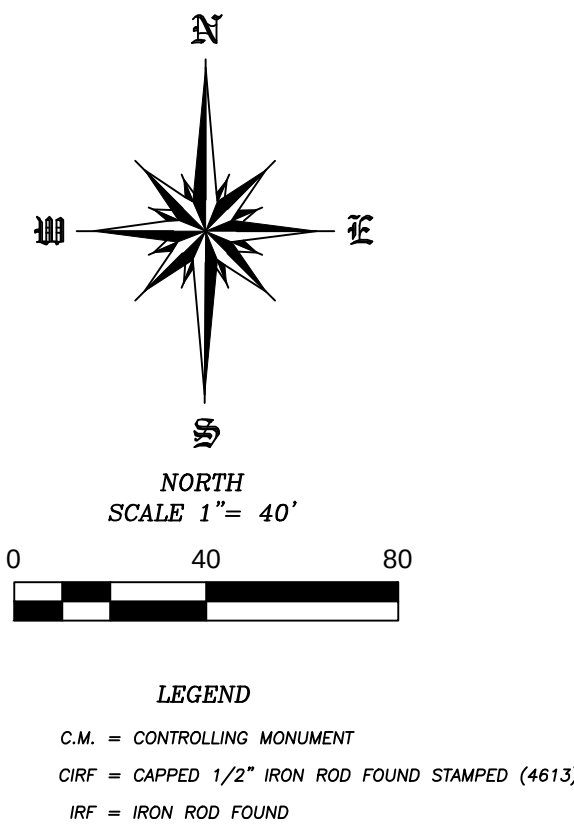
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

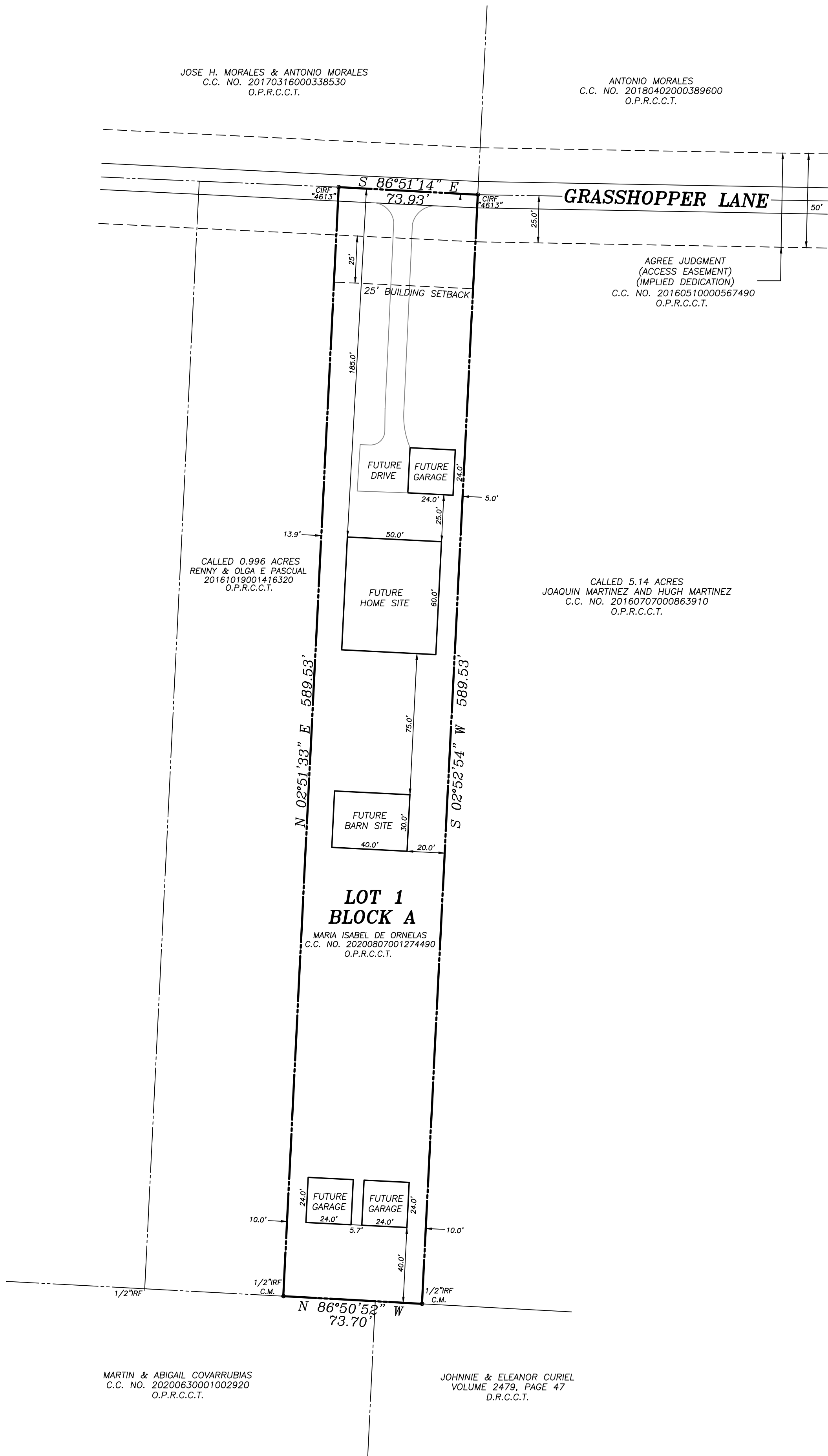
Mayor, Nate Pike

EXHIBIT A



GENERAL NOTES:

1. The surveyor has not abstracted subject property.
2. This survey is subject to all easements of record.
3. Copyright 2020, Surdukan Surveying, Inc.
4. The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
5. The basis of bearings, horizontal position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
7. Existing water service to this site is provided by **South Grayson Water Supply Corporation**.
8. Sanitary Sewer be an OSSF system on site.
9. Existing electric is provided by **Grayson-Collin Electric Company**.
10. Solid waste will be provided through a private solid waste company.
11. Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.
12. The Agreed Judgment (for access) filed under C.C. No. 20160510000567490, O.P.R.C.C.T. is in favor of the plaintiff Paula Powell. However, also included in the Document is a second Agreed Judgment (for implied dedication 50' wide for public road).



LEGAL DESCRIPTION

BEING a tract of land situated in the Robert Whitaker Survey, Abstract No. 1011 Collin County, Texas, and being all of a 1.00 acre tract conveyed to Maria Isabel De Ornelas as recorded in Instrument No. 20200807001274490, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING in the center line of Grasshopper Lane at a capped 1/2" iron rod stamped "4613" found for corner at the northwest corner of said 1.000 acre tract of land and said iron rod being the northeast corner of a called 0.996 acre tract of land conveyed to Renny and Olga Pasqual as recorded in Instrument No. 20161019001416320, Official Public Records of Collin County, Texas;

THENCE S 86°51'14" E along the center line of Grasshopper Lane a distance of 73.93' to a capped 1/2" iron rod stamped "4613" found for the northwest corner of a called 5.140 acre tract of land conveyed to Joaquin Martinez and Hugo Martinez as recorded in Instrument No. 20160707000863910, Official Public Records of Collin County, Texas;

THENCE S 02°52'54" W a distance of 589.53' to a 1/2" iron rod found for the southwest corner of the called 5.140 acre tract of land;

THENCE N 86°50'52" W a distance of 73.70' to a 1/2" iron rod found for the southeast corner of the called 0.996 acre tract of land;

THENCE N 02°51'33" E a distance of 589.53' to the POINT OF BEGINNING and containing 43,516 Square Feet or 0.999 Acres of land.

FLOOD NOTE

This property falls in Zone X according to the Flood Insurance Rate Maps, Panel No. 48085C0180J, Map Revision June 2, 2009, as published by the Federal Emergence Management Agency.

SURVEYORS CERTIFICATE

I, DAVID J. SURDUKAN, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed, under my personal supervision.

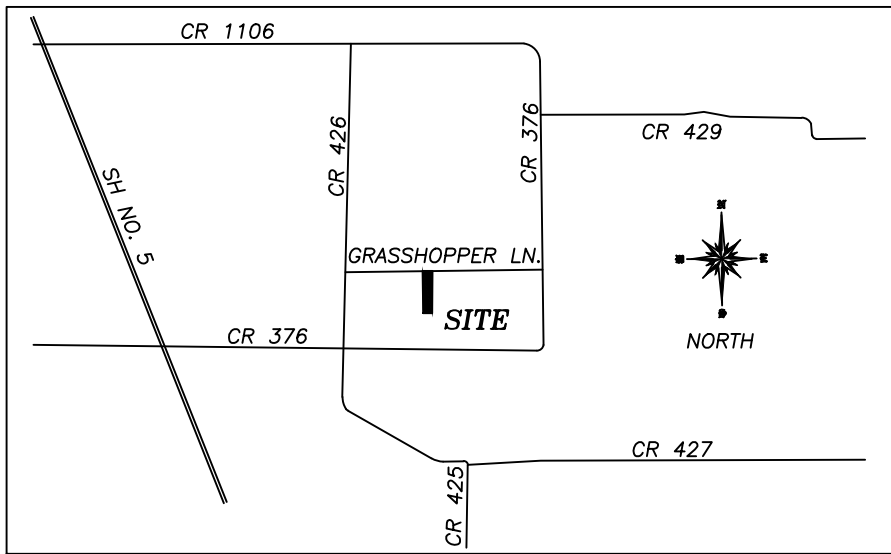
Registered Professional Land Surveyor
Registration No. 4613

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David J. Surdukan, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated and the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2021.

Notary Public in and for Collin County

My Commission Expires: _____



VICINITY MAP
NOT TO SCALE

DEVELOPMENT PLAT
ORNELAS PLACE
BLOCK A, LOT 1
BEING 0.999 ACRES OUT OF THE
ROBERT WHITAKER SURVEY
ABSTRACT NO. 1011
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNER
MARIA ISABEL DE ORNELAS
1630 ELM STREET
ANNA, TEXAS 75409
(214) 578-7892

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-8200
FIRM NO. 10069500

CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2021, by the City Council of the City of Anna Texas

(Mayor)

City Secretary

APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anna 455 Addition, Block A, Lot 4, final plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Anna 455 Addition, Block A, Lot 4, final plat.

Jonathan Kerby, P.E., Kimley-Horn and Associates, Inc., has submitted an application for approval of a final plat for Anna 455 Addition, Block A, Lot 4. One commercial lot on 1.3± acres located on the north side of White Street (F.M. 455), 877± feet east of Victoria Falls Drive. Zoned PD-709-2015.

The purpose of the final plat is to dedicate easements necessary for the retail store development.

The Planning and Zoning Commission recommended approval.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

1. Agenda Map

2. RESOLUTION - (FP) Anna 455 Addition, Block A, Lot 4
3. EXHIBIT A (FP) Anna 455 Addition, Block A, Lot 4

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

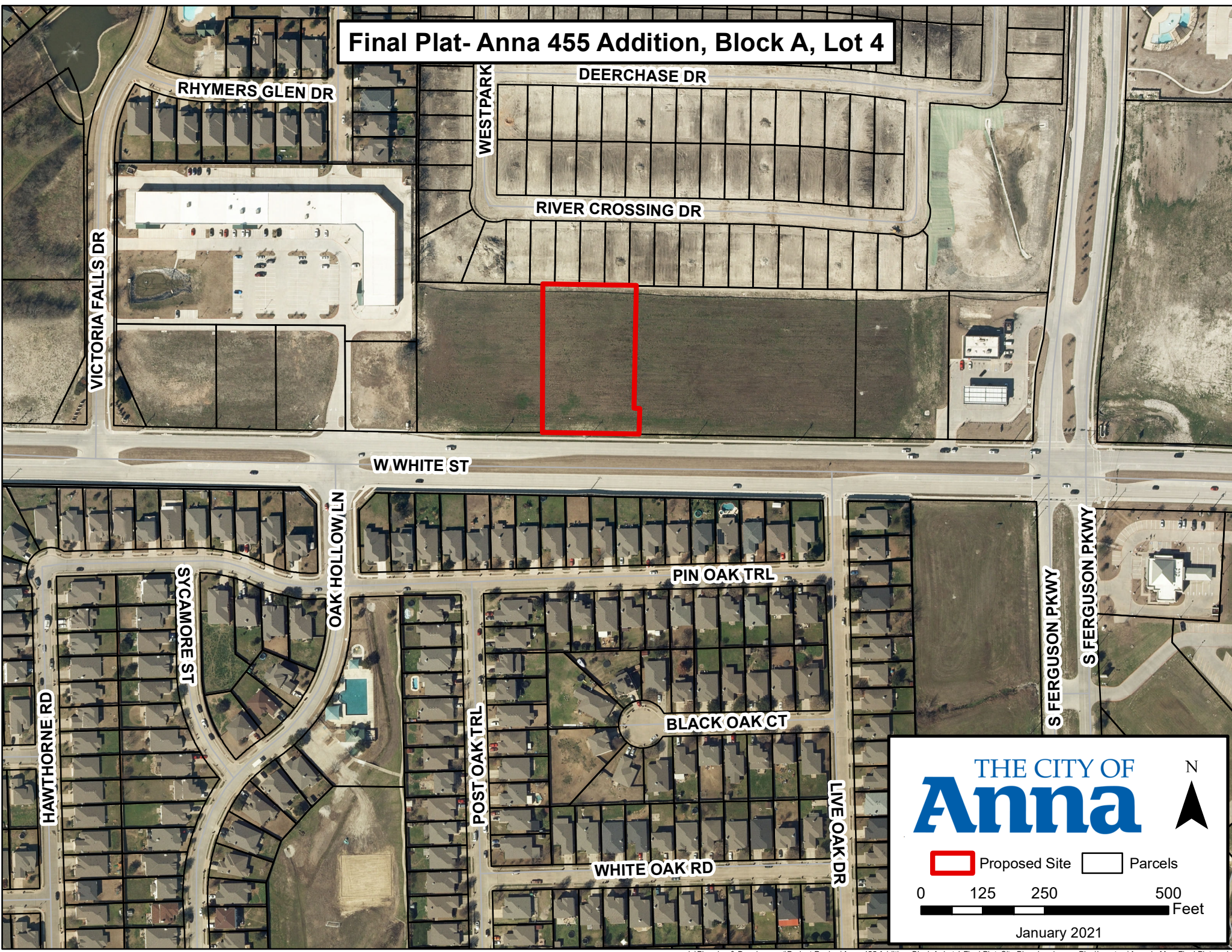
Jim Proce, City Manager

Created/Initiated - 2/2/2021

Approved - 2/2/2021

Final Approval - 2/4/2021

Final Plat- Anna 455 Addition, Block A, Lot 4



THE CITY OF
Anna

Proposed Site Parcels

0 125 250 500
Feet

January 2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FINAL PLAT OF ANNA 455 ADDITION, BLOCK A, LOT 4.

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

WHEREAS, Jonathan Kerby, Kimley-Horn, has submitted an application for approval of a Final Plat of Anna 455 Addition, Block A, Lot 4;

WHEREAS, The Final Plat of Anna 455 Addition, Block A, Lot 4 generally conforms to the Preliminary Plat of Anna 455 Addition, Block A, Lot 4;

WHEREAS, The Final Plat of Anna 455 Addition, Block A, Lot 4 conforms to the existing zoning;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the final plat of Anna 455 Addition, Block A, Lot 4 hereto as Exhibit A.

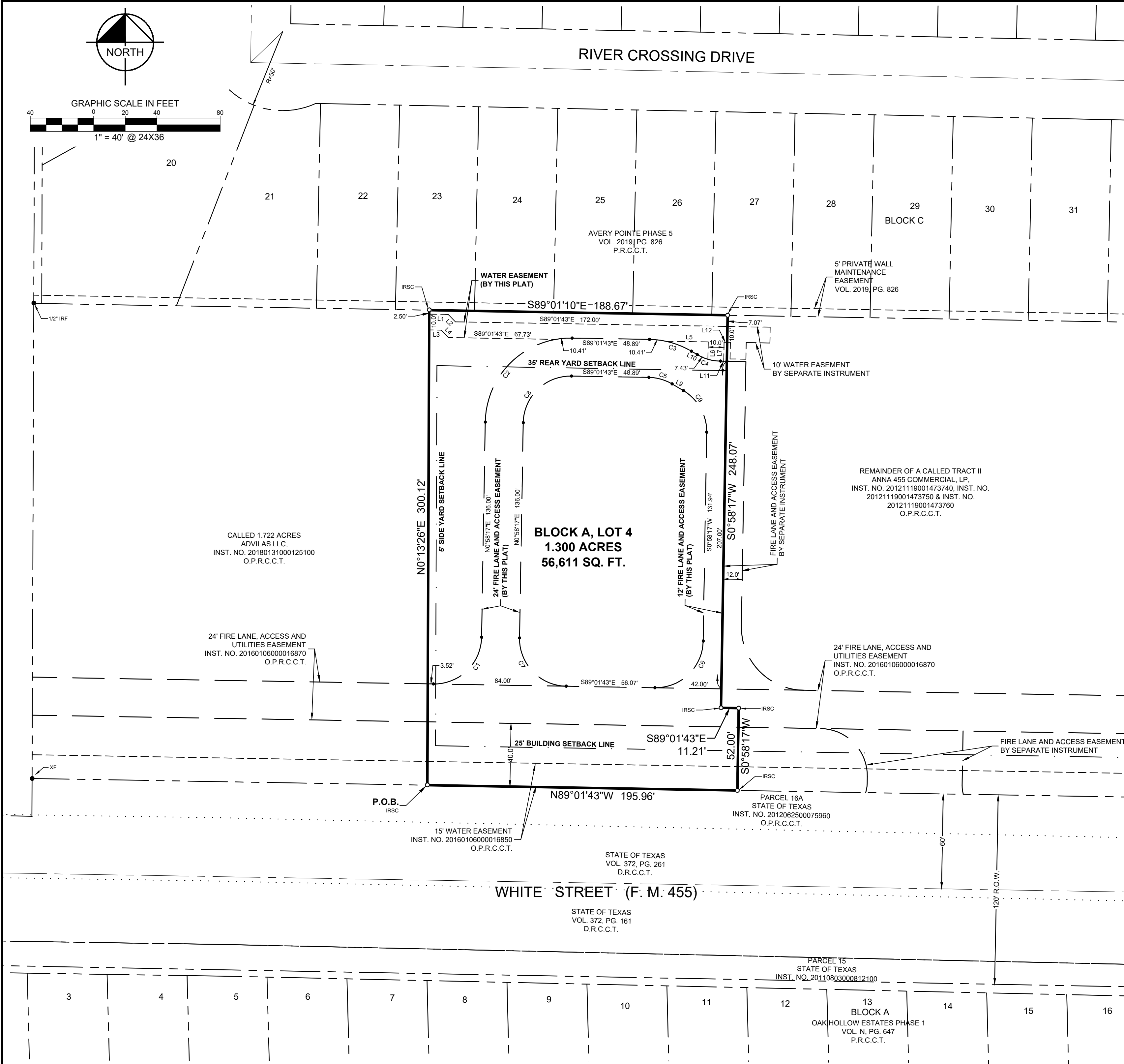
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of February 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



GENERAL NOTES:

- All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
- All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999856573. Vertical Datum NAVD 88.
- Notice: Selling a portion of this addition by metes and bounds is a violation of city subdivision ordinance and state law and is subject to fines and withholding of utilities and building permits

FLOOD STATEMENT:

According to Community Panel No. 48085C0155J dated June 02, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND	
---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND	FOUND
B.L.	BUILDING LINE
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	90°00'00"	30.00'	47.12'	N45°58'17"E
C2	90°00'00"	54.00'	84.82'	S45°58'17"W
C3	29°29'26"	54.00'	27.79'	N74°17'00"W
C4	29°29'26"	30.00'	15.44'	S74°17'00"E
C5	29°29'26"	30.00'	15.44'	N74°17'00"W
C6	90°00'00"	30.00'	47.12'	N45°58'17"E
C7	90°00'00"	30.00'	47.12'	S44°01'43"E
C8	90°00'00"	30.00'	47.12'	S45°58'17"W
C9	60°30'34"	30.00'	31.68'	N29°17'00"W

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°01'10"W	11.97'
L2	S44°01'43"E	6.50'
L3	S89°01'10"E	7.77'
L4	S44°01'43"E	6.50'
L5	N89°01'43"W	26.83'
L6	S00°58'17"W	10.94'
L7	N00°58'17"E	12.00'
L9	S59°32'16"E	8.24'
L10	S59°32'16"E	4.30'
L11	N89°01'43"W	4.08'
L12	S89°01'43"E	2.00'

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS ANNA 455 COMMERCIAL, LP is the sole owner of the following described tract of land:

BEING a tract of land situated in the Francis T. Duffau Survey, Abstract No. 288, City of Anna, Collin County, Texas, and being a portion of a called Tract II described in a deed to Anna 455 Commercial, LP recorded in Instrument No. 20121119001473740, Instrument No. 20121119001473750 and Instrument No. 20121119001473760, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the south line of said Tract II and the north right of way line of White Street (F. M. 455), as described as Parcel 16A in a deed to the State of Texas, recorded in Instrument No. 2012062500075960, Official Public Records, Collin County, Texas, same being the southeast corner of a called 1.722-acre tract of land described in a deed to Advilas LLC, recorded in Instrument No. 20180131000125100, Official Public Records, Collin County, Texas;

THENCE North 00°13'26" East, departing the south line of said Tract II, the north right of way line of White Street (F. M. 455), along the east line of said 1.722-acre tract, a distance of 300.12 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of said 1.722-acre tract, same being on the south line of Avery Pointe Phase 5, an addition to the City of Anna, Texas, according to the Final Plat, recorded in Volume 2019, Page 826, Plat Records, Collin County, Texas;

THENCE South 89°01'10" East, along the south line of said Avery Pointe Phase 5, a distance of 188.67 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

THENCE South 00°58'17" West, departing the south line of said Avery Pointe Phase 5 and crossing said Tract II, a distance of 248.07 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

THENCE South 89°01'43" East, continuing across said Tract II, a distance of 11.21 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

THENCE South 00°58'17" West, continuing across said Tract II, a distance of 52.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner on the north right of way line of aforesaid White Street (F. M. 455), as described as Parcel 16A;

THENCE North 89°01'43" West, along the north right of way line of said White Street (F. M. 455), a distance of 195.96 feet to the **POINT OF BEGINNING** and containing 1.300 acres (56,611 square feet) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANNA 455 COMMERCIAL, LP, acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **ANNA 455 ADDITION, BLOCK A, LOT 4**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

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

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas.

WITNESS, my hand at _____, this the _____ day of _____, 2021.

ANNA 455 COMMERCIAL, LP, a Texas limited partnership

By: **Anna 445 Commercial GP, LLC**, a Texas limited liability company, Its General Partner

By: _____

(Printed Name)

(Title)

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2021.

Notary Public in and for the State of Texas

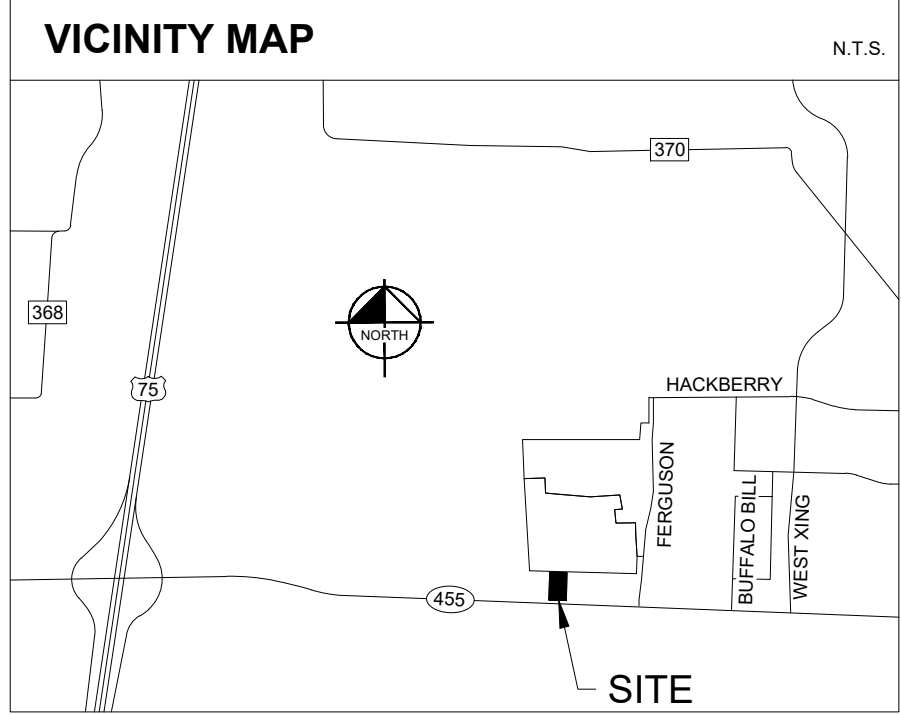
Printed Name _____

My Commission Expires _____

APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A



STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

Michael B. Marx
Registered Professional Land Surveyor
Texas Registration No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, TX 75034
(972) 335-3580
michael.marx@kimley-horn.com

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2021.

Notary Public in and for the State of Texas

Printed Name _____

My Commission Expires _____

Approved this _____ day of _____, 2021,
by the City Council of the City of Anna, Texas.

Mayor

City Secretary

FINAL PLAT
ANNA 455 ADDITION
BLOCK A, LOT 4

1.300 ACRES
OUT OF THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
CITY OF ANNA, COLLIN COUNTY, TEXAS
JANUARY 2021

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MBM	KHA	JAN. 2021	068194017	1 OF 1

OWNER:
Anna 455 Commercial, LP
10950 Research Rd.
Frisco, TX 75033
Ph: 214-387-3993
Contact: Craig Curry

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972-770-1300
Fax: 972-230-3820
Contact: Jonathan Kerby, PE



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021

Staff Contact:

AGENDA ITEM:

Approve a Resolution regarding the Anna 455 Addition, Block A, Lot 4, site plan.
(Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Anna 455 Addition, Block A, Lot 4, site plan.

Jonathan Kerby, P.E., Kimley-Horn and Associates, Inc., has submitted an application for approval of a site plan for Anna 455 Addition, Block A, Lot 4. One commercial lot on 1.3± acres located on the north side of White Street (F.M. 455), 877± feet east of Victoria Falls Drive. Zoned PD-709-2015.

The purpose of this site plan is to show the proposed retail store and related site improvements. The Planning and Zoning Commission recommended approval with the stipulation that the ADA parking spaces be switched so that the van space is on the left. The Site Plan has been updated accordingly.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of this item as recommended by the Planning & Zoning Commission.

ATTACHMENTS:

1. Agenda Map
2. RESOLUTION - (SP) Anna 455 Addition, Block A, Lot 4
3. EXHIBIT A (SP) Anna 455 Addition, Block A, Lot 4

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

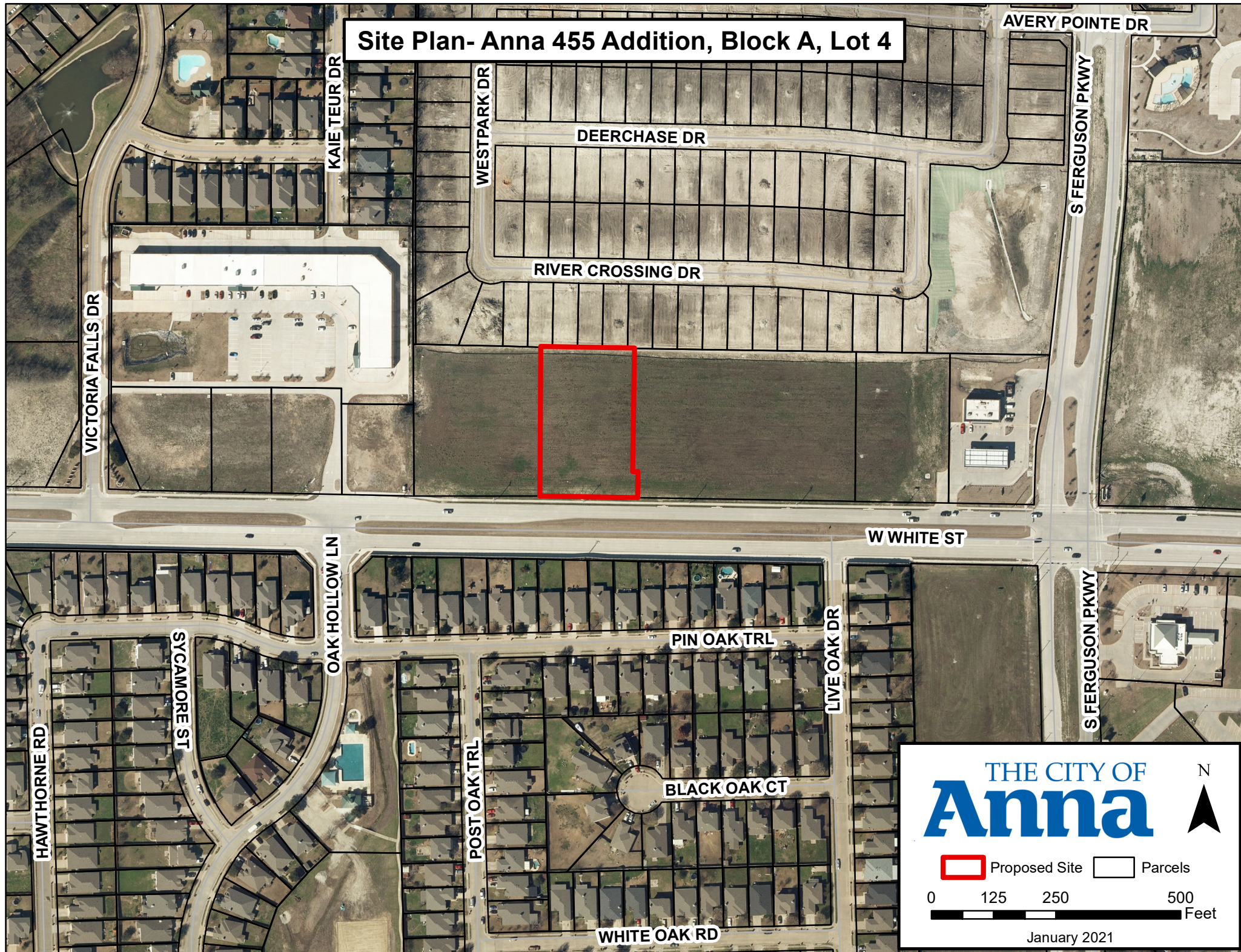
Jim Proce, City Manager

Created/Initiated - 2/2/2021

Approved - 2/3/2021

Final Approval - 2/4/2021

Site Plan- Anna 455 Addition, Block A, Lot 4



THE CITY OF
Anna

N



Proposed Site



Parcels

0 125 250 500 Feet

January 2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF ANNA 455 ADDITION, BLOCK A, LOT 4.

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

WHEREAS, Jonathan Kerby, Kimley-Horn, has submitted an application for approval for the site plan of Anna 455 Addition, Block A, Lot 4;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Site Plan

The City Council hereby approves the site plan of Anna 455 Addition, Block A, Lot 4 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of February 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Willow Creek Addition, Phase 1B, Block G, Lot 1R, preliminary replat. (Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Willow Creek Addition, Phase 1B, Block G, Lot 1R, preliminary replat.

Jonathan Hake, Cross Engineering Consultants, Inc., has submitted an application for approval of a preliminary replat for Willow Creek Addition, Phase 1B, Block G, Lot 1R. One commercial lot on 2.2± acres located oat the northeast corner of White Street (F.M. 455) and Willow Creek Drive. Zoned PD-337-2007.

The purpose for this replat is proposed easements necessary for the development of the property. The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

1. Agenda Map
2. RESOLUTION (PR) Willow Creek, Phase 1B, Block G, Lot 1R
3. EXHIBIT A (PR) Willow Creek, Phase 1B, Block G, Lot 1R

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

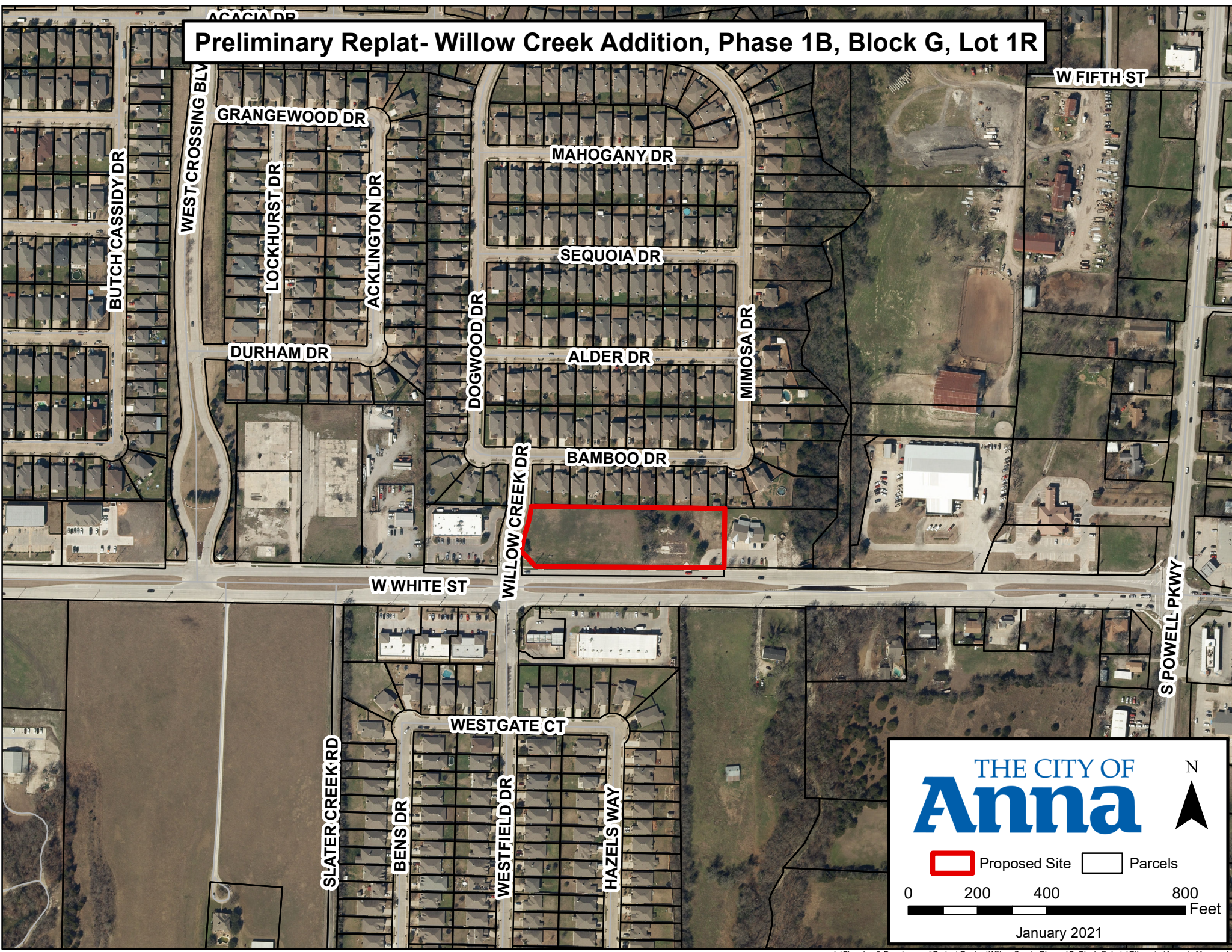
Jim Proce, City Manager

Created/Initiated - 2/2/2021

Approved - 2/3/2021

Final Approval - 2/4/2021

Preliminary Replat- Willow Creek Addition, Phase 1B, Block G, Lot 1R



THE CITY OF
Anna

Proposed Site Parcels

0 200 400 800
Feet

January 2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY REPLAT FOR WILLOW CREEK ADDITION, PHASE 1B, BLOCK G, LOT 1R.

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

WHEREAS, David Booth, DR Horton-Texas, Ltd. has submitted an application for approval of a preliminary replat for Willow Creek Addition, Phase 1B, Block G, Lot 1R;

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 Preliminary Replat.

The City Council hereby approves the preliminary replat for Willow Creek Addition, Phase 1B, Block G, Lot 1R attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of February 2021.

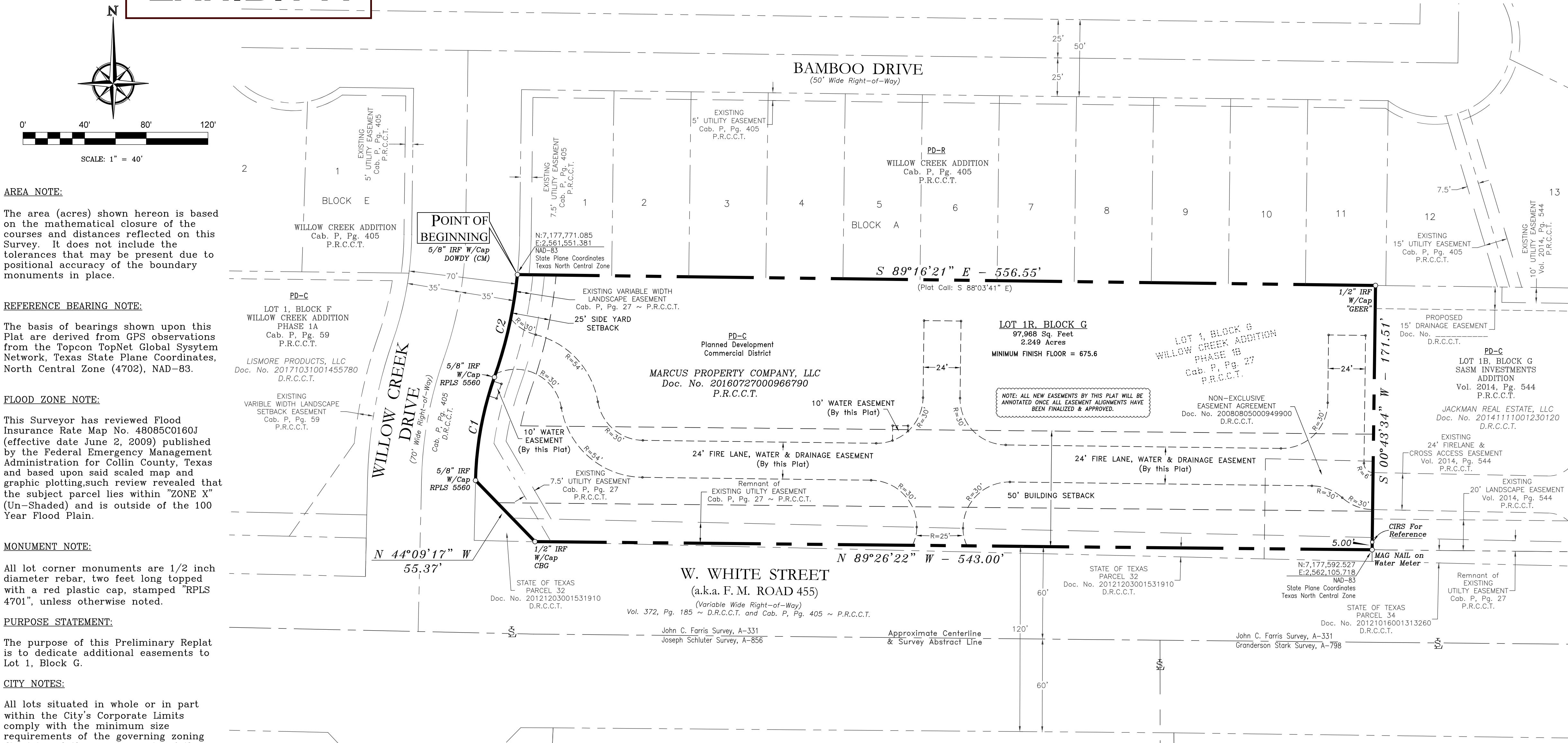
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

The basis of bearings shown upon this Plat are derived from GPS observations from the Topcon TopNet Global Sysytem Network, Texas State Plane Coordinates, North Central Zone (4702), NAD-83.

FLOOD ZONE NOTE:

This Surveyor has reviewed Flood Insurance Rate Map No. 48085C0160J (effective date June 2, 2009) published by the Federal Emergency Management Administration for Collin County, Texas and based upon said scaled map and graphic plotting, such review revealed that the subject parcel lies within "ZONE X" (Un-Shaded) and is outside of the 100 Year Flood Plain.

MONUMENT NOTE:

All lot corner monuments are 1/2 inch diameter rebar, two feet long topped with a red plastic cap, stamped "RPLS 4701", unless otherwise noted.

PURPOSE STATEMENT:

The purpose of this Preliminary Replat is to dedicate additional easements to Lot 1, Block G.

CITY NOTES:

All lots situated in whole or in part within the City's Corporate Limits comply with the minimum size requirements of the governing zoning district and the requirements of the subdivision ordinance.

Notice: Selling a portion of this addition by metes and bounds is a violation of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

ABBREVIATIONS

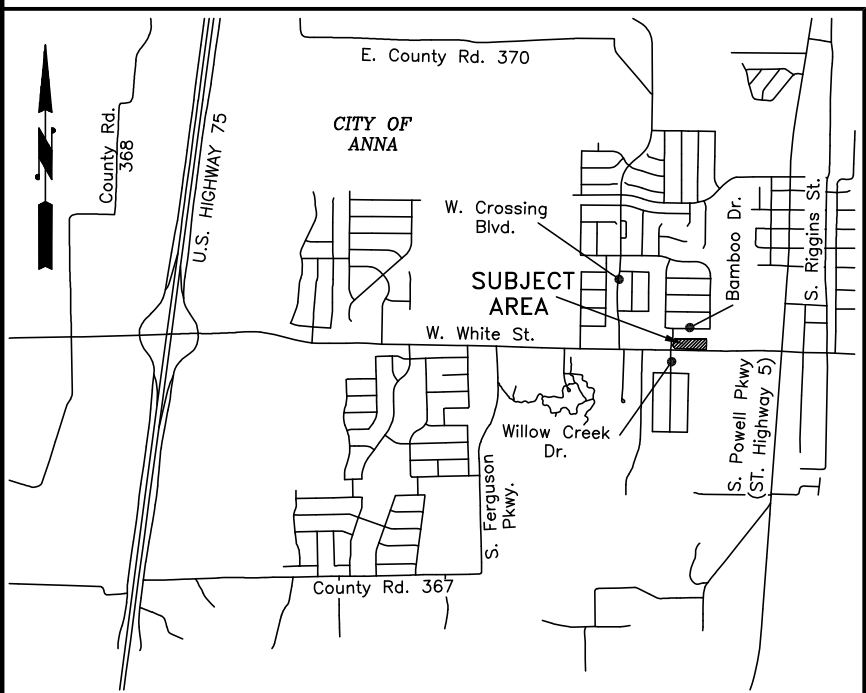
Cab. = Cabinet
Vol. = Volume
Pg. = Page
Doc. No. = Document Number
Inst. No. = Instrument Number
D.R.C.C.T. = Deed Records, Collin County, Texas
P.R.C.C.T. = Plat Records, Collin County, Texas
CM = Controlling Monument
IRP = Iron Rod Found
CIRS = 1/2" Iron Set with red cap stamped "RPLS 4701"

LEGEND

BOUNDARY LINE
ADJOINER LINE
EASEMENT LINE
SURVEY ABSTRACT LINE
CENTERLINE OF ROAD

VICINITY MAP

Not To Scale



OWNER' CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, MARCUS PROPERTY COMPANY LLC is the owner of that certain tract of land situated in the City of Anna, in the John C. Farris Survey, Abstract No. 331 of Collin County, Texas and being the remainder of Lot 1, Block G of Willow Creek Addition, Phase 1B, an addition to the City of Anna, according to the plat thereof, recorded in Cabinet P, Page 27, Plat Records, Collin County, Texas (P.R.C.C.T.) and same being described in a deed to Marcus Property Company LLC, recorded in Document No. 20160727000966790, Deed Records, Collin County, Texas (D.R.C.C.T.) and said parcel being more particularly described by metes & bounds as follows:

BEGINNING at a 5/8 inch iron rod, topped with a plastic cap, stamped 'Dowdy', found on the east right-of-way line of Willow Creek Drive (a 70' wide right-of-way) for the northwest corner of the above described Lot 1, Block G and same being the southwest corner of Block A of Willow Creek Addition, an addition to the City of Anna, according to the plat thereof, recorded in Cabinet P, Page 405, P.R.C.C.T.;

THENCE: South 89 deg. 16 min. 21 sec. East, departing from said Willow Creek Drive, along the common line of said Lot 1, Block G and Block A, a distance of 556.55 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'GEER', found for the northeast corner of said Lot 1, Block G and same being the northwest corner of Lot 1B, Block G of SASM Investments Addition, an addition to the City of Anna, according to the plat thereof, recorded in Volume 2014, Page 544, P.R.C.C.T.;

THENCE: South 00 deg. 43 min. 34 sec. West, along the common line of said Lot 1, Block G and SASM Investments Addition, a distance of 171.51 feet to a mag nail found on a water meter box cover, on the north right-of-way line of W. White Street (a.k.a. F.M. Road 455 - variable width right-of-way), for the southeast corner of this tract, from which a 1/2 inch iron rod, topped with a red plastic cap, stamped 'RPLS 4701', bears North 00 deg. 43 min. 34 sec. East - 5.00 feet for reference;

THENCE: North 89 deg. 26 min. 22 sec. West, along the current north right-of-way line of W. White Street, a distance of 543.00 feet to a 1/2 inch iron rod, topped with a plastic cap, stamped 'CBG', found for an angle corner;

THENCE: North 44 deg. 09 min. 17 sec. West, continuing along said right-of-way, a distance of 55.37 feet to a 5/8 inch iron rod, topped with a plastic cap, stamped 'RPLS 5560', found for corner at the intersection of the north right-of-way line of said W. White Street and the east right-of-way line of the above mentioned Willow Creek Drive and said point being on a non-tangent curve to the right, having a radius of 215.00 feet, a central angle of 18° 13' 00" and a chord that bears North 10 deg. 23 min. 55 sec. East - 68.07 feet;

THENCE: Along the east right-of-way line of said Willow Creek Drive and along said curve to the right, an arc distance of 68.38 feet to a 5/8 inch iron rod, topped with a plastic cap, stamped 'RPLS 5560', found at the point of reverse curve to the left, having a radius of 285.00 feet, a central angle of 13° 44' 52" and a chord that bears North 12 deg. 37 min. 59 sec. East - 68.22 feet;

THENCE: Continuing along said right-of-way line and with said curve to the left, an arc distance of 68.38 feet to the POINT OF BEGINNING and containing 97,968 square feet or 2.249 acres of land.

DEDICATION

STATE OF TEXAS)
COUNTY OF COLLIN)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MARCUS PROPERTY COMPANY, LLC, does hereby adopt this Preliminary Replat designating the herein above described property as **WILLOW CREEK ADDITION, PHASE 1B, LOT 1R, BLOCK G**, being a replat of the remainder of Lot 1, Block G, Willow Creek Addition, Phase 1B, Plat Records, Collin County, Texas and described in a deed to Marcus Property Company, LLC, recorded in Document Number 20160727000966790, of the Deed Records of Collin County, Texas (D.R.C.C.T.), do hereby dedicate to the public use forever, the streets and easements shown hereon for the purpose as indicated. The Firelane, Drainage, Mutual Access and Utility Easement being hereby dedicated for the mutual use and accommodation of the City of Anna and all public utilities desiring to use or using same. All and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in any way, endanger or interfere with the construction, maintenance or efficiency of its respective systems on said easements, and the City of Anna and all public utilities shall, at all times, have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its respective systems, without the necessity at any time, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking"

The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

WITNESS MY HAND IN COLLIN COUNTY, TEXAS, this the _____ day of _____, 2021.

Bruce Marcus
Owner

STATE OF TEXAS)
COUNTY OF COLLIN)

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **BRUCE MARCUS**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	18°13'00"	215.00'	68.36'	N 10°23'55" E	68.07'
C2	13°44'52"	285.00'	68.38'	N 12°37'59" E	68.22'

SURVEYORS' CERTIFICATE

That I, **Lawrence H. Ringley**, do hereby certify that I have prepared this plat and the field notes shown hereon from an on the ground survey of the land, and this plat is a true, correct and accurate representation of the physical evidence found at the time of the survey; that the corner monuments shown hereon were found and/or placed under my personal supervision. This plat was prepared in accordance with the platting rules and regulations of the City of Anna, Texas.

DATED this the _____ day of _____, 2021.

PRELIMINARY REPLAT

RELEASED 01/18/2021 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701

STATE OF TEXAS)
COUNTY OF COLLIN)

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **LAWRENCE H. RINGLEY**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public, State of Texas

Approved this _____ day of _____, 2021.

Mayor, City of Anna, Texas

City Secretary, City of Anna, Texas

APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA

OWNER:

MARCUS PROPERTY COMPANY, LLC
Contact: Bruce Marcus
1717 Pembroke Lane
McKinney, Texas 75072-4796
320-444-7709
b.marcus@terraconstruction.com

SURVEYOR:

RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266
LHR@ringley.com

Date of Preparation: 01/06/2021
RINGLEY & ASSOCIATES, INC.

SURVEYING MAPPING
Texas Firm Registration No. 10061300
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1266

Drawn by	Date	Scale	Job	Title	Sheet
Mark Reed	01/06/2021	1" = 40'	17003	17003-PP.DWG	1 of 1



Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the One Anna Two Addition, Block B, Lots 1 & 2, preliminary plat. (Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the One Anna Two Addition, Block B, Lots 1 & 2, preliminary plat.

Anthony Loeffel, Kimley-Horn & Associates, has submitted an application for approval of a preliminary plat for One Anna Two Addition, Block B, Lots 1 & 2. One multiple-family residential lot on 9.08± acres and one commercial lot on 4.9± acres located at the southwest corner of U.S. Highway 75 and W Country Road 370 (Suzie Lane). Zoned: Planned Development-846-2020-General Commercial (PD-846-2020-C-1).

The purpose for the preliminary plat is to propose lot and block boundaries and easements necessary for the creation of one multiple-family residential lot and one commercial lot. The Planning and Zoning Commission recommended approval.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

1. Agenda Map
2. RESOLUTION (PP) One Anna Two Addn, BL B, Lts 1 & 2
3. Exhibit A (PP) One Anna Two Addn, BL B, Lts 1 & 2

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

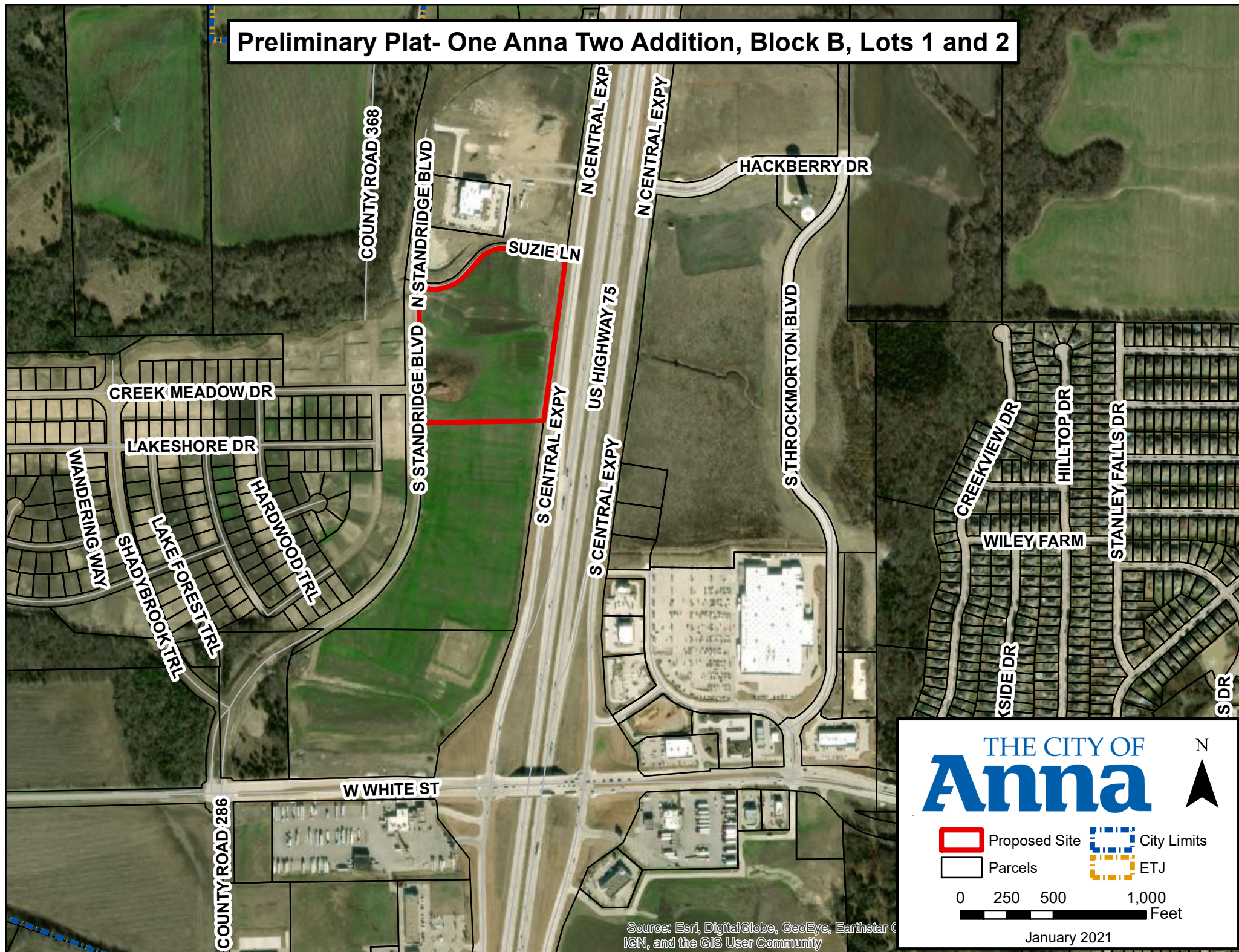
Jim Proce, City Manager

Created/Initiated - 2/2/2021

Approved - 2/3/2021

Final Approval - 2/4/2021

Preliminary Plat- One Anna Two Addition, Block B, Lots 1 and 2



Source: Esri, DigitalGlobe, GeoEye, Earthstar (IGN), and the GIS User Community

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR ONE ANNA TWO ADDITION, BLOCK B, LOTS 1 & 2,

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

WHEREAS, Anthony Loeffel, Kimley-Horn & Associates, has submitted an application for approval of a preliminary plat for One Anna Two Addition, Block B, Lots 1 & 2;

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 Preliminary Plat

The City Council hereby approves the preliminary plat for One Anna Two Addition, Block B, Lots 1 & 2 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of February 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL PROPOSED RADII ARE 3' UNLESS NOTED OTHERWISE.
3. ALL PROPOSED DRIVE MILES ARE 20'.
4. HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.
5. ALL SIDEWALKS WILL PROVIDE A 2-FOOT PARKING OVERHANG OFFSET PER THE ORDINANCE.
6. HANDICAP MARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS FOR
7. PROPOSED FIRE LANES SHALL BE PROVIDED IN ACCORDANCE WITH ANNA
8. PROPOSED HYDRANTS SHALL BE PROVIDED IN ACCORDANCE WITH ANNA
9. REQUIREMENTS AND WILL BE LOCATED IN A 10'x10' WATER EASEMENT.
10. ALL SIDEWALKS SHALL BE CONCRETE IN ACCORDANCE WITH THE CITY OF ANNA REQUIREMENTS.
11. ALL SIDEWALKS WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF ANNA REQUIREMENTS.

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall run with the land and be binding on all successors in title to the land. The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a manner that will not obstruct or impede the flow of water or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance of the easement. The City will not be responsible for damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the structure, construction or use of the property or the construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is hereby agreed that the City will not be responsible for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall not be responsible for the maintenance of the easement. The City shall at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. The City shall not be responsible for the maintenance of the Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of maintaining the easement. The City shall not be responsible for the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement shall not be responsible for the maintenance of the easement. Erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the use of the easement, or structures, within the easement.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown on the plat of the same, a concrete parking lot (lots) of the same size as the same in a state of good repair at all times, and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but not limited to the parking lot, or any other improvements or obstructions, which would impede the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall maintain the same in a state of good repair at all times. In such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes to be paved, and to remove any structures or obstructions at all times for Fire Department and emergency use.

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of Grayson County, Texas.

APPROVED ON THIS THE _____ DAY OF _____, 2021, BY THE
CITY COUNCIL, CITY OF ANNA, TEXAS.

CITY SECRETARY

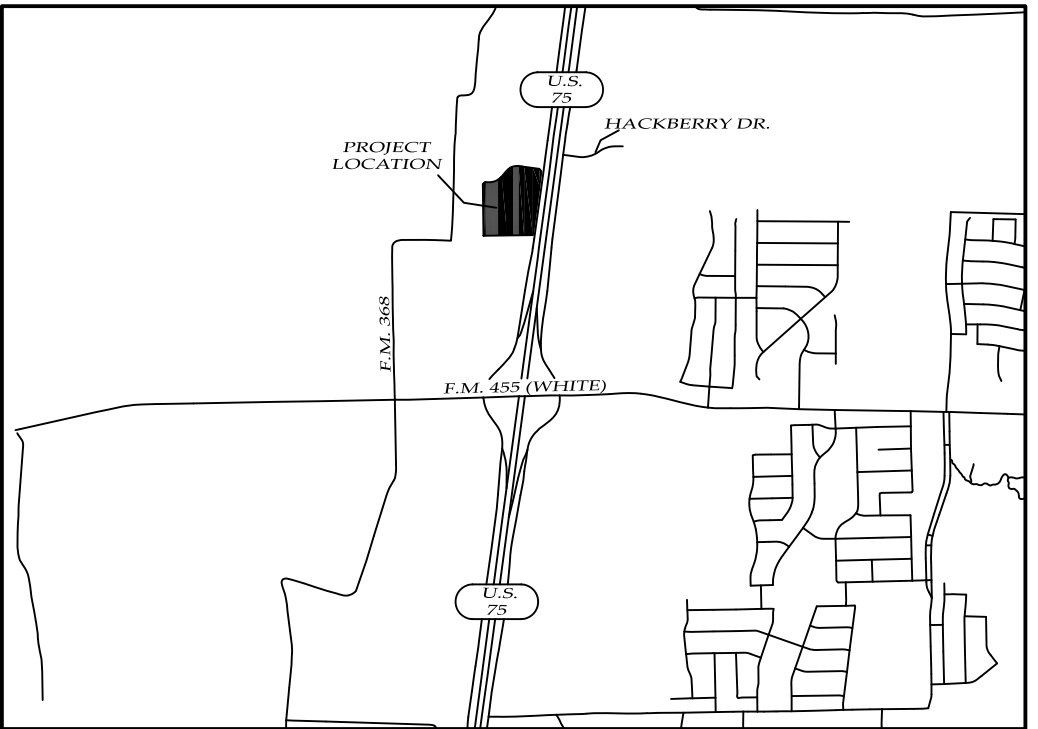
●	1/2" STEEL ROD SET	_____	BOUNDARY LINE
○	1/2" STEEL ROD FOUND	_____	PROPERTY LINE
VAM	VISIBILITY ACCESS MAINTENANCE	_____	EASEMENT LINE
P.O.C.	POINT-OF-COMMENCEMENT	_____	BUILDING LINE
P.O.B.	POINT-OF-BEGINNING	_____	FIRELANE
U/E	UTILITY EASEMENT	_____	
D/E	DRAINAGE EASEMENT	_____	

Notary Public in and
the State of Texas

APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT OF
ANNA TWO ADDITION
LOT 1 AND 2, BLOCK A
ANNA, COLLIN COUNTY, TEXAS
PART OF THE W.S. RATTAN SURVEY
CONTAINING 13.849 GROSS ACRES.

LOCATION MAP



(NOT TO SCALE)

LEGAL DESCRIPTION

Situated in the County of Collin, State of Texas, being a part of the W. S. Rattan Survey, Abstract No. 752, and being a part of the same tract of land described as 81.8447 acres conveyed to One Anna Two, Ltd. by deed recorded in Instrument Number 20070201000151610, Land Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

Thence South 89°04'10" West a distance of 62.91 feet to a found Aluminum Cap Monument in the current Right-of-Way of U. S. Highway Number 75 as conveyed to the State of Texas in Instrument Number 20150728000932810, Land Records, Collin County, Texas;

Thence South 73°30'00" West, a distance of 1228.75 feet to the True Point of Beginning;

Thence South 073°30'00" West, a distance of 855.78 feet to a set 1/2" steel rod;

Thence South 89°07'38" West, a distance of 237.60 feet to a set 1/2" steel rod;

Thence South 89°13'59" West, a distance of 420.60 feet to a set 1/2" steel rod;

Thence South 89°07'38" West, a distance of 237.60 feet to a set 1/2" steel rod;

00°08'05" East, 19.51 feet to the right having a radius of 620.03 feet, (chord bears North an arc length of 19.51 feet to a set 1/2" steel rod;

Thence South 89°07'38" West, a distance of 237.60 feet to a set 1/2" steel rod;

Thence South 80°48'39" East, a distance of 12.54 feet to a set 1/2" steel rod;

Thence with a curve to the left having a radius of 230.00 feet, (chord bears North an arc length of 12.54 feet to a set 1/2" steel rod;

702°00'00" East, a distance of 110.79 feet to a set 1/2" steel rod;

Thence with a curve to the right having a radius of 166.66 feet, (chord bears North an arc length of 166.66 feet to a set 1/2" steel rod;

69°33'37" East, 159.66 feet to the right having a radius of 166.66 feet to a set 1/2" steel rod;

Thence South 82°23'00" East, a distance of 281.75 feet to a set 1/2" steel rod;

Thence with a curve to the right having a radius of 166.66 feet to the Point of Beginning and containing 13.849 acres (603,257 sq. ft.) of land;

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT I, NATHAN MCCARTNEY acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as ONE ANNA TOWN ADDITION, an addition to the City of Anna, Texas, and the City of Anna hereby agrees, to the use of the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the use of the City of Anna. No utility easements, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. The City of Anna hereby agrees to provide for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use. The City of Anna hereby agrees that no public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or operation of any utility systems in said systems. The City of Anna and public utility entities shall at all times have a full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, repairing, metering, testing, adding or removing all or parts of the respective systems without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND this _____ day of _____, 2021.

NATHAN McCARTNEY

STATE OF TEXAS
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public in and for
the State of Texas

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

ENGINEER
KIMLEY HORN
400 N. OKLAHOMA DR. SUITE 105
CELINA, TEXAS 75009
TEL: 469-501-2200

OWNERS/DEVELOPER
ANNA VILLAGE RESIDENTIAL, LTD
ANNA VILLAGE COMMERCIAL, LTD
5712 COLLEYVILL BOULEVARD,
SUITE 200
COLLEYVILLE, TEXAS 76034
TEL: 817-339-1100
CONTACT: NATHAN MCCARTNEY



Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Anacapri, Phase 1A, 1B, 2, & 3, preliminary plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Anacapri, Phase 1A, 1B, 2, & 3, preliminary plat.

Hayden Moses, Peloton Land Solutions, has submitted an application for approval of a preliminary plat for Anacapri, Phase 1A, 1B, 2, & 3. 465 single-family residential lots, 11 common area lots, two commercial lots, two multiple-family residential lots, and one vacant lot on 161.7± acres located at the northeast and northwest corners of Hackberry Drive and future Ferguson Parkway. Zoned Planned Development-887-2020-Mixed Use.

The purpose for the preliminary plat is to propose right-of-way dedication, lot and block boundaries, and easements necessary for the creation of 465 residential lots, 11 common area lots, two commercial lots, two multiple-family residential lots, and one vacant lot. The Planning and Zoning Commission recommended approval.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

1. Agenda Map
2. RESOLUTION (PP) Anacapri PH 1A, 1B, 2, & 3
3. Exhibit A (PP) Anacapri (Streetnames)
4. Exhibit B Public Works Approved Alternative Ferguson Pkwy Alignment

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

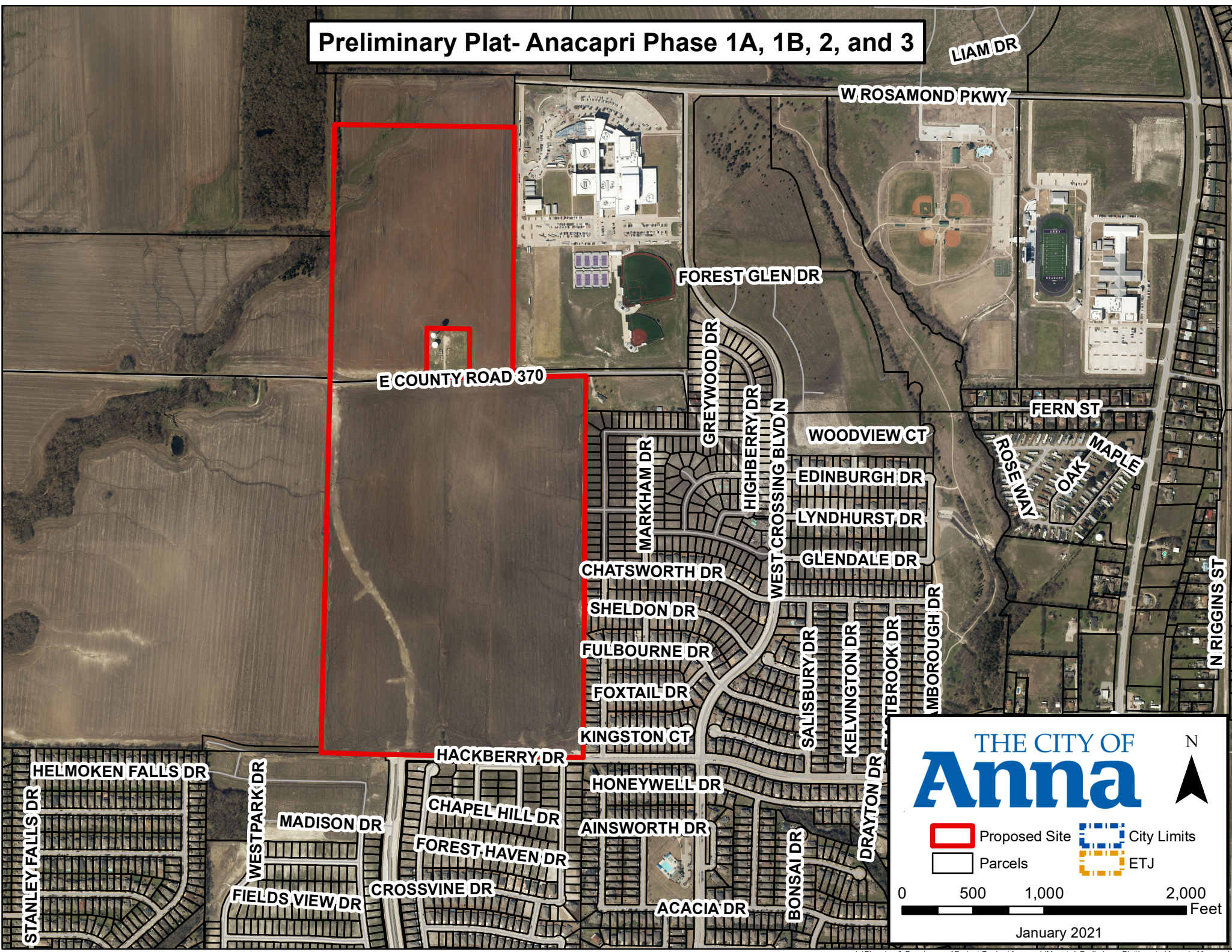
Jim Proce, City Manager

Created/Initiated - 2/2/2021

Approved - 2/4/2021

Final Approval - 2/5/2021

Preliminary Plat- Anacapri Phase 1A, 1B, 2, and 3



THE CITY OF
Anna

Legend:
[Red Outline] Proposed Site
[Blue Outline] City Limits
[Black Outline] Parcels
[Orange Outline] ETJ

Scale: 0 500 1,000 2,000 Feet

January 2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR ANACAPRI, PHASES 1A, 1B, 2, & 3,

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

WHEREAS, Hayden Moses, Peloton Land Solutions, has submitted an application for approval of a preliminary plat for Anacapri, Phases 1A, 1B, 2, & 3;

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 Preliminary Plat

The City Council hereby approves the preliminary plat for Anacapri, Phases 1A, 1B, 2, & 3 attached hereto as Exhibit A. An alternative alignment for Ferguson Parkway as approved by the Director of Public Works is attached hereto as Exhibit B.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of February 2021.

ATTEST:

APPROVED:

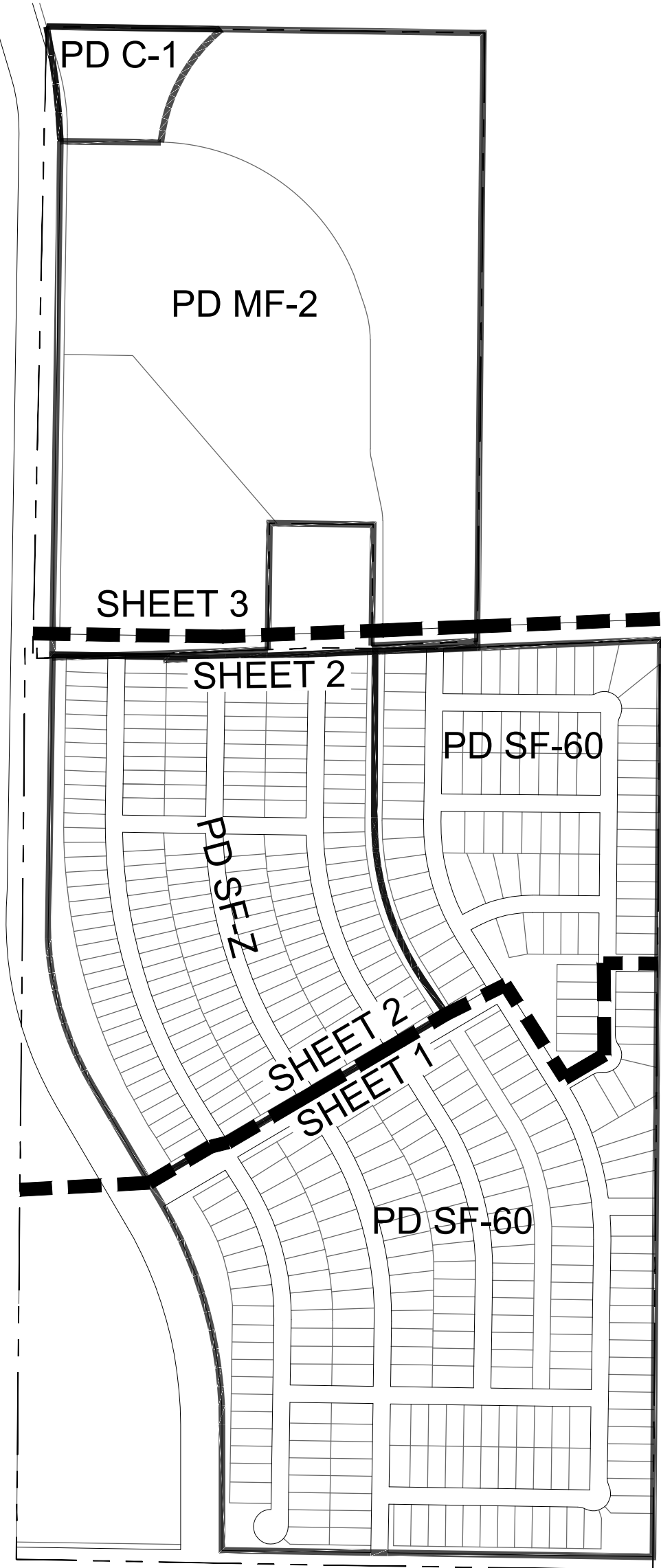
City Secretary, Carrie L. Land

Mayor, Nate Pike

PRELIMINARY PLAT

ANACAPRI

ANNA, COLLIN COUNTY, TEXAS



KEY MAP
SCALE : N.T.S.



January 2021

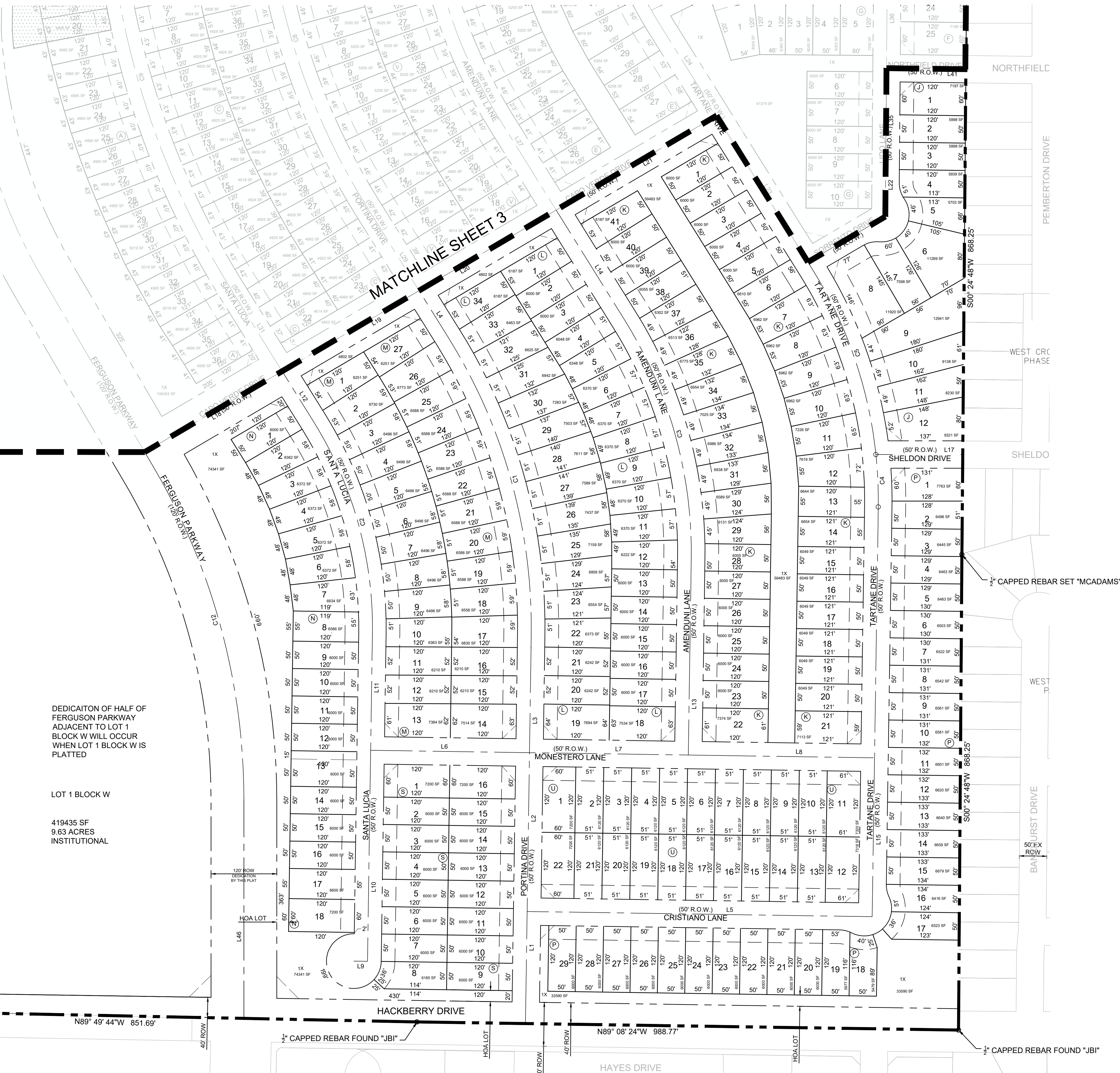
SHEET INDEX	
SHEET NUMBER	SHEET DESCRIPTION
1	COVER SHEET
2	PRELIMINARY PLAT
3	PRELIMINARY PLAT
4	PRELIMINARY PLAT
5	LOT DESCRIPTION

APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA

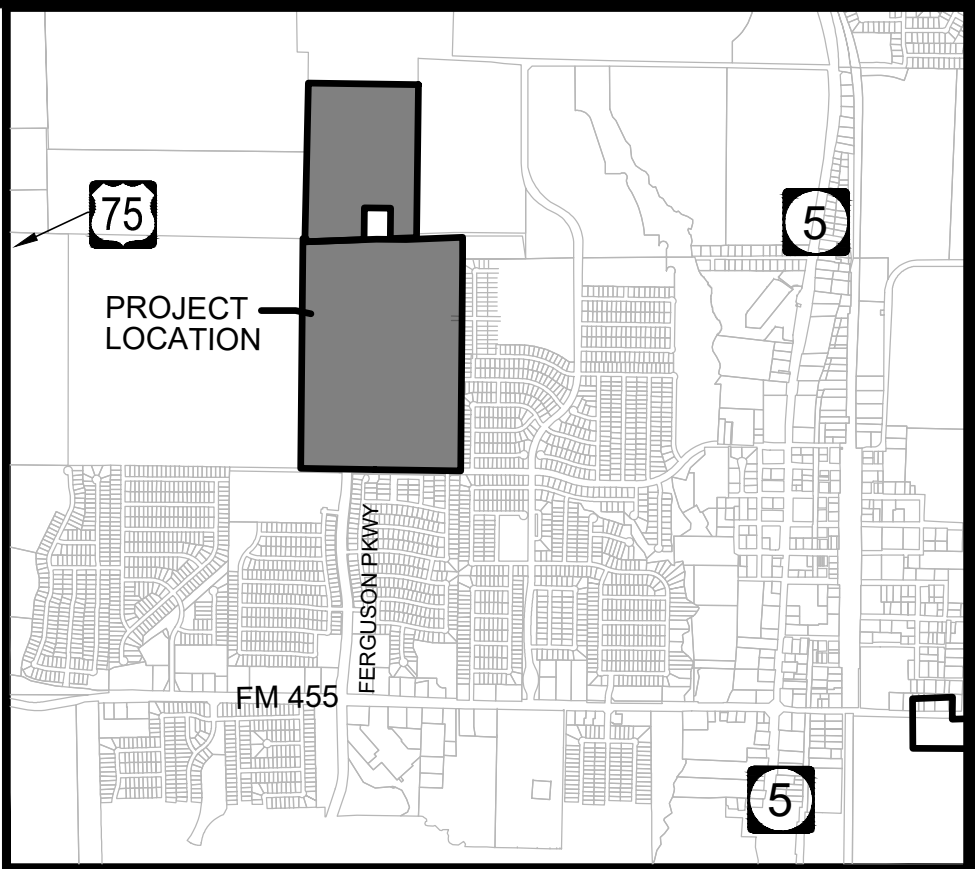
APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA

PELTON
LAND SOLUTIONS
ENGINEER
PELTON LAND SOLUTIONS
11000 FRISCO ST., SUITE 400
FRISCO, TEXAS 75033
PHONE #: (469) 213-1800
TBPE FIRM NO. 12207

PLS PROJECT #: MEG20002



ANACAPRI LOT TABULATION	
PAD SIZE	LOT COUNT
SF-Z (40'x120')	181
SF-60 (50'x110')	284
HOA LOTS	11
COMMERCIAL	1
AMENITY	2
MULTI-FAMILY	1
TOTAL:	480

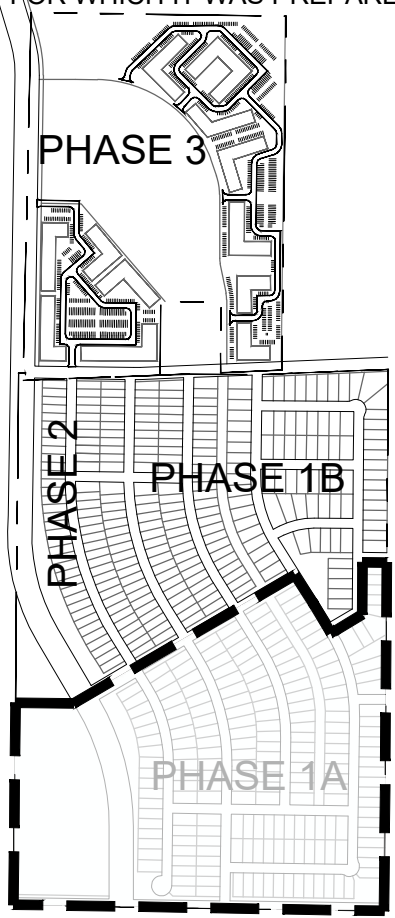


0 100' 200'
SCALE: 1" = 100'

LEGEND

---	PROPERTY LINE
---	PHASE BOUNDARY LINE
---	100' YR FLOODPLAIN BOUNDARY

- NOTES:
1. NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 2. ALL CORNER CLIPS TO BE 25'x25'.
 3. ALL CURB RADII AT INTERSECTIONS TO BE 20'.
 4. ALL REAR YARD BUILDING LINE SETBACKS ARE 20' UNLESS OTHERWISE NOTED.
 5. RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 6. ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 7. BOUNDARY SURVEY AND LEGAL DESCRIPTIONS ARE BASED ON SURVEY AND LEGAL DESCRIPTIONS PROVIDED BY MCADAMS ON JANUARY 28, 2021.
 8. 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.



KEY MAP
N.T.S.

APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA

A PRELIMINARY PLAT FOR ANACAPRI

CONTAINING LOTS 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1-42, BLK C; LOTS 1-22, BLK D; LOTS 1-45, BLK E; LOTS 1-25, BLK F; LOTS 1-10, BLK G; LOTS 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1-41, BLK K; LOTS 1-34, BLK L; LOTS 1-27, BLK M; LOTS 1-29, BLK N; LOTS 1-16, BLK P; LOTS 1-16, BLK R; LOTS 1-16, BLK S; LOTS 1-22, BLK U; LOTS 1-33, BLK V; 11 X-LOTS; 4 MF LOTS.
FOR A TOTAL OF 465 RESIDENTIAL LOTS, 11 OPEN SPACE LOTS, AND 4 MF LOTS.
161.60 ACRES ZONED C-1 RESTRICTED COMMERCIAL, MF-2 MULTIPLE-FAMILY RESIDENTIAL - HIGH DENSITY, SF-60 SINGLE-FAMILY RESIDENCE DISTRICT, & SD-Z SINGLE-FAMILY RESIDENCE DISTRICT - ZERO LOT LINE HOMES
ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER
NAME: MEGATEL HOMES, LLC
ADDRESS: 2101 CEDAR SPRINGS RD, SUITE 700
DALLAS, TEXAS 75201
PHONE: (214) 396-4233
CONTACT: MATT HOOD
EMAIL: MATT.HOOD@MEGATELHOMES.COM

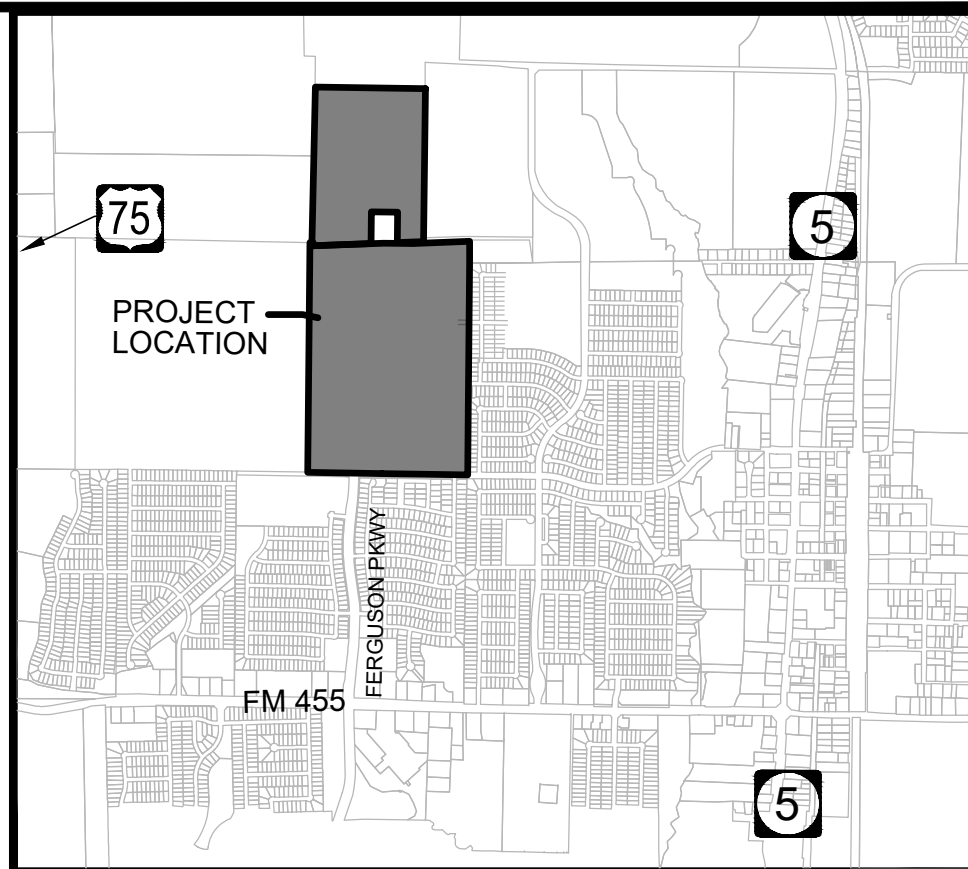
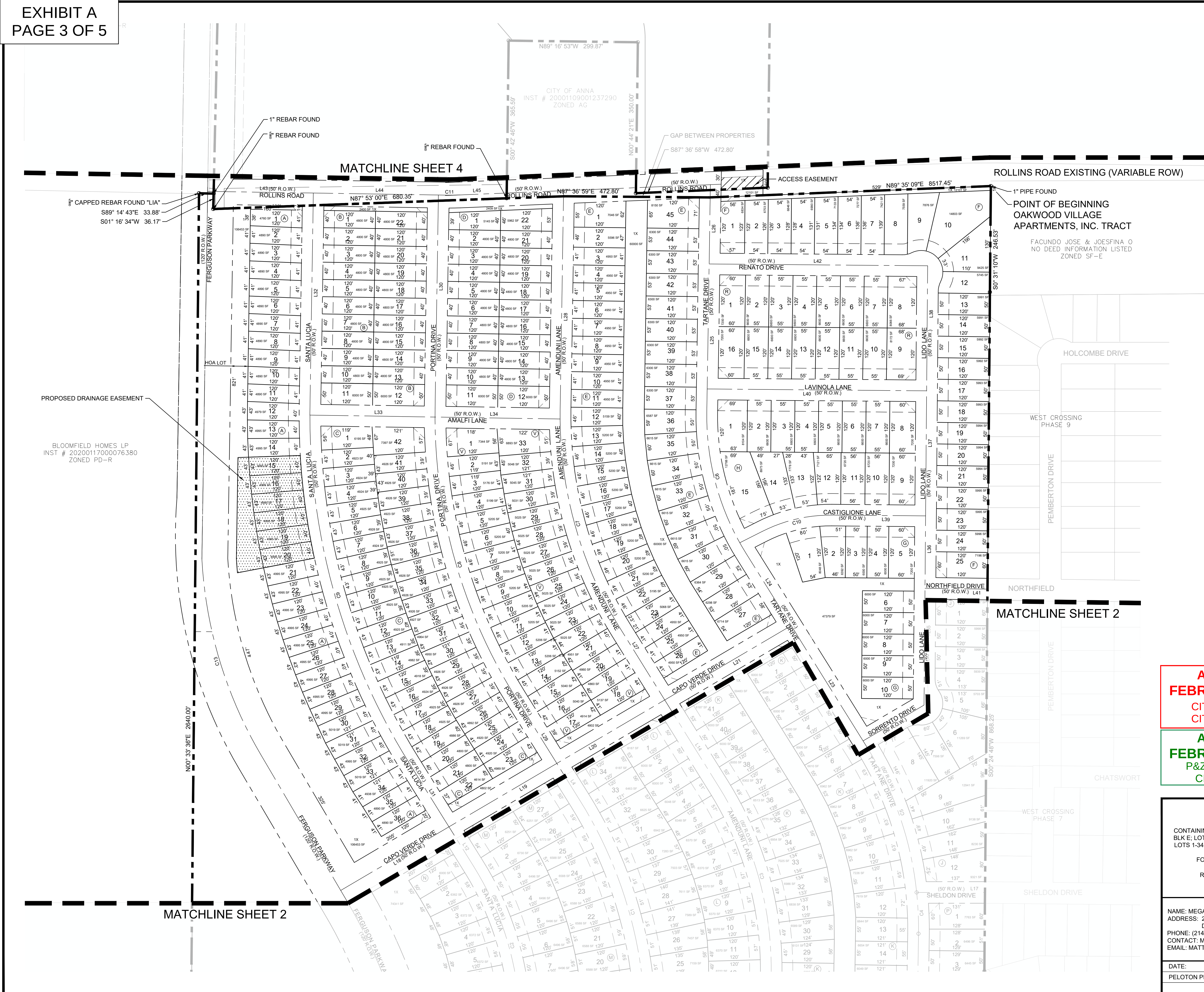
PLANNER / ENGINEER / SURVEYOR
PELOTON
LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 213-1800

DATE: JANUARY 2021
PELOTON PROJECT #: MEG20002

DESIGNED: THM
DRAWN: THM
REVIEWER: RJS

SHEET
2 OF 5

Drawing: J:\06\MEG20002_Anacapi\MasterPlan_Preliminary\MEG20002-C-PRAT
Last Saved: 3/2/2021 3:54 AM
Last Modified: 3/2/2021 3:54 AM

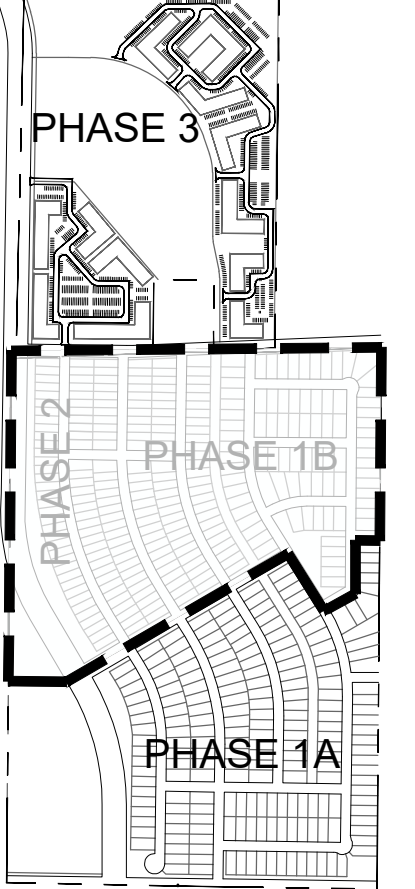


0 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY LINE
- PHASE BOUNDARY LINE
- 100' YR FLOODPLAIN BOUNDARY

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - ALL CORNER CLIPS TO BE 25'x25'.
 - ALL CURB RADII AT INTERSECTIONS TO BE 20'.
 - ALL REAR YARD BUILDING LINE SETBACKS ARE 20' UNLESS OTHERWISE NOTED.
 - RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - BOUNDARY SURVEY AND LEGAL DESCRIPTIONS ARE BASED ON SURVEY AND LEGAL DESCRIPTIONS PROVIDED BY MCADAMS ON JANUARY 28, 2021
 - 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 THE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



KEY MAP
N.T.S.

APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA

A PRELIMINARY PLAT FOR
ANACAPI

CONTAINING LOTS 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1-42, BLK C; LOTS 1-22, BLK D; LOTS 1-45, BLK E; LOTS 1-25, BLK F; LOTS 1-10, BLK G; LOTS 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1-41, BLK K; LOTS 1-34, BLK L; LOTS 1-27, BLK M; LOTS 1-18, BLK N; LOTS 1-29, BLK P; LOTS 1-16, BLK R; LOTS 1-16, BLK S; LOTS 1-22, BLK U; LOTS 1-33, BLK V; 11 X LOTS; 4 MF LOTS.
FOR A TOTAL OF 465 RESIDENTIAL LOTS, 11 OPEN SPACE LOTS, AND 4 MF LOTS.
161.60 ACRES ZONED C-1 RESTRICTED COMMERCIAL, MF-2 MULTIPLE-FAMILY RESIDENTIAL - HIGH DENSITY, SF-60 SINGLE-FAMILY RESIDENCE DISTRICT, & SD-Z SINGLE-FAMILY RESIDENCE DISTRICT - ZERO LOT LINE HOMES
ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER
NAME: MEGATEL HOMES, LLC
ADDRESS: 2101 CEDAR SPRINGS RD, SUITE 700
DALLAS, TEXAS 75201
PHONE: (214) 396-4233
CONTACT: MATT HOOD
EMAIL: MATT.HOOD@MEGATELHOMES.COM

PLANNER / ENGINEER / SURVEYOR
PELOTON
LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 233-1800

DATE: JANUARY 2021
DRAWN: THM
PELOTON PROJECT #: MEG20002

DESIGNED: THM
REVIEWER: RJS
SHEET
3 OF 5

ANACAPI, ANNA TX - PRELIMINARY PLAT

FUTURE PHASE ANACAPRI

JOINC INVESTMENTS LLC
INST # 20150605000666010
ZONED AG

LOT 1 BLOCK Q2
133868 SF
3.07 ACRES
COMMERCIAL

LOT 2 BLOCK Q2
797867 SF
18.32 ACRES
MULTI-FAMILY

LOT 3 BLOCK Q2
708668 SF
16.27 ACRES
AMENITY

LOT 4 BLOCK Q2
424032 SF
9.73 ACRES
MULTI-FAMILY

QJR PARTNERSHIP LTD
INST # 20020214000237330
ZONED PD-R

CITY OF ANNA
INST # 20001109001237290
ZONED AG

ANNA ISD
ANNA HIGH SCHOOL #1 ADDITION
VOL 2011 PG 176
ZONED SF-E

ACCESS EASEMENT
POINT OF BEGINNING
KASAYA HOLDINGS LLC TRACT

ROLLINS ROAD

POINT OF I
OAKWOOD

MATCHLINE SHEET 4

FERGUSON ALIGNMENT SHOWN REQUIRES THAT THE
EXISTING GAS MAIN BE RE-ROUTED OUTSIDE THE
ROW. IF IT IS DETERMINED THAT RELOCATING THIS
GAS MAIN IS NOT PRACTICAL, FERGUSON PARKWAY
WILL BE SHIFTED OUTSIDE THE EASEMENT TO THE
WEST.

50' EXISTING GAS EASEMENT

EXISTING 50' GAS EASEMENT

SIDEWALK ACCESS EASEMENT BY THIS PLAT

5/8" REBAR FOUND

5/8" REBAR FOUND

5/8" REBAR FOUND

1" REBAR FOUND

5/8" REBAR FOUND

S87° 53' 54"W 813.32'

PK NAIL SET WITH WASHER
STAMPED "MCADAMS"

S89° 32' 26.00"E 336.55'

GAP BETWEEN PROPERTIES

S87° 36' 58"W 472.80'

ACCESS EASEMENT

POINT OF BEGINNING

KASAYA HOLDINGS LLC TRACT

3/4" REBAR FOUND

S89° 14' 43"E 33.88'

S01° 16' 34"W 36.17'

L43 (50' R.O.W.)

ROLLINS ROAD

L44

C11

L45

ROLLINS ROAD

S87° 36' 59"E 472.80'

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S87° 36' 59"E 472.80'

ROLLINS ROAD

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT KASAYA HOLDINGS LLC, BEING THE SOLE OWNER DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE. DESCRIBED REAL PROPERTY AS ANACAPRI, AN ADDITION TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND WE DO HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS SHOWN THEREON, THE STREETS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

BY: KASAYA HOLDINGS LLC

BY: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: _____

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT OAKWOOD VILLAGE APARTMENTS, INC. BEING THE SOLE OWNER DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE. DESCRIBED REAL PROPERTY AS ANACAPRI, AN ADDITION TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND WE DO HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS SHOWN THEREON, THE STREETS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

BY: OAKWOOD VILLAGE APARTMENTS, INC.

BY: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION - KASAYA HOLDINGS LLC TRACT

BEING all that certain lot, tract or parcel of land, situated in the M. Moore Survey, Abstract Number 649, and the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part of that certain called 59.534 acre tract of land, described in deed to Jonic Investments, LLC, recorded in Instrument Number 2050605000666010, Official Public Records, Collin County, Texas, and being part of that certain called 61.994 acre tract of land, described as Tract Three, in deed to Sportsman Limited Partnership, recorded in Volume 4339, Page 2466, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the southeast corner of said Jonic Investments tract, and being the southwest corner of that certain right-of-way dedication, as shown on plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas, and being on the north line of that certain tract of land, described in deed to Rebecca Welch, recorded in Volume R, Page 560, Deed Records, Collin County, Texas and being in County Road 370;

THENCE S 87°36'58" W, with the south line of said Jonic Investments tract, a distance of 305.65 feet, to a PK nail set with washer stamped "McAdams" at the southeast corner of that certain called 2.460 acre tract of land, described in deed to the City of Anna, recorded in Volume 4792, Page 2386, Deed Records, Collin County, Texas and being in County Road 370;

THENCE N 00°44'21" E, with a south line of said Jonic Investments tract, and the east line of said 2.460 acre tract, passing at 30.16 feet a 5/8" rebar found, continuing with the common line thereof, a total distance of 350.00 feet to a Railroad Spike found at the northeast corner thereof;

THENCE N 89°16'53" W, with a south line of said Jonic Investments tract, and the north line of said 2.460 acre tract, a distance of 299.87 feet to a 5/8" rebar found at the northwest corner thereof;

THENCE S 00°42'48" W, with a south line of said Jonic Investments tract, and the west line of said 2.460 acre tract, passing at 332.31 feet a 5/8" rebar found, continuing with the common line thereof, a total distance of 365.59 feet to a 5/8" rebar found at the southwest corner thereof, and being in County Road 370, and the being on the north line of that certain tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and the north line of that certain called 51.195 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas;

THENCE S 87°53'54" W, with the south line of said Jonic Investments tract, and the north line of said Oakwood Village Apartments tract, a distance of 680.35 feet to a 5/8" rebar found at the southwest corner of said Jonic Investments tract;

THENCE N 01°16'34" E, with the west line of said Jonic Investments tract, passing at a distance of 36.17 feet a 1" rebar found at a northerly corner of said Oakwood Village Apartments tract, being the southeast corner of a tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas, continuing with the east line thereof, a total distance of 1825.99 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 89°11'38" E, a distance of 1266.20 feet to a 1/2" capped rebar set stamped "McAdams" in the east line of said Jonic Investments tract, and being in the west line of Lot 1, Block 1, of said Anna High School Addition, from which a 5/8" capped rebar found at the northwest corner thereof bears N 00°42'11" E, a distance of 60.04 feet, and from which a Bois D'Arc tree at the northeast corner of said Jonic Investments tract, bears N 00°42'11" E, a distance of 348.15 feet;

THENCE S 00°42'11" W, with the east line of said Jonic Investments tract, and the west line of said Lot 1, passing at a distance of 1728.22 feet a 5/8" capped rebar found at the southwest corner thereof, being the northwest corner of said right-of-way dedication, continuing with the west line thereof, a total distance of 1758.36 feet to the POINT BEGINNING and containing approximately 50.021 acres of land.

LEGAL DESCRIPTION - OAKWOOD VILLAGE APARTMENTS, INC. TRACT

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being all that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being all of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being all of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas, and being part of that certain tract of land, described in partition deed between Samuel A. Welch and F.H. Sherley, recorded in Volume 253, Page 17, Deed Records, Collin County, Texas, and being part of that certain tract of land, described in deed to Rebecca Welch, recorded in Volume R, Page 560, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1" pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas;

THENCE S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas;

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1574.05 feet to a 1/2" capped rebar set stamped "McAdams" at the southwest corner thereof, and being the northwest corner of West Crossing Phase 5, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-554, Plat Records, Collin County, Texas;

THENCE S 00°24'48" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 5, a distance of 868.25 feet to a 1/2" capped rebar found stamped "JBI" at the southeast corner of the aforementioned 111.666 acre tract, and being the southwest corner of a 40' right-of-way dedication, as shown on said West Crossing Phase 5, and being on the north line of Hackberry Drive as dedicated by plat of Avery Pointe Phase 1, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-454, Plat Records, Collin County, Texas;

THENCE N 89°08'24" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 988.77 feet to a 1/2" capped rebar found stamped "JBI" at the common south corner of said Two-J Partners tracts of land;

THENCE N 89°49'44" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, passing the north west corner thereof, and continuing with the north line of that certain called 114.608 acre tract of land, described in deed to Anna 455 Residential, L.P., recorded in Instrument Number 20070403000444410, Official Public Records, Collin County, Texas, a total distance of 851.69 feet to a point, being the southwest corner of said 111.666 acre tract, and the southeast corner of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas, from which a 1/2" rebar found disturbed bears S 56°31' E, 0.5 feet;

THENCE N 00°33'36" E, with the west line of said 111.666 acre tract, and the east line of said QJR Partnership tract, a distance of 2640.00 feet to a 5/8" capped rebar found stamped "LJA" at the northeast corner thereof, being the northwest corner of said 111.666 acre tract, and being on the south line of QJR Partnership tract;

THENCE S 89°14'43" E, with the north line of said 111.666 acre tract, and the south line of said QJR Partnership tract, a distance of 33.88 feet to a 1" rebar found, and being on the west line of that certain called 59.534 acre tract of land, described in deed to Jonic Investments, recorded in Instrument Number 201506050000666010, Official Public Records, Collin County, Texas;

THENCE S 01°16'34" W, with the north line of said 111.666 and the west line of said Jonic Investments tract, a distance of 36.17 feet to a 5/8" rebar found on the south line of said County Road 370;

THENCE N 87°53'54" E, with the north line of said 111.666 acre tract, and the south line of said Jonic Investments tract, passing at a distance of 680.35 feet, a 5/8" rebar found in said County Road 370, being the southwest corner of that certain called 2.460 acre tract of land, described in deed to the City of Anna, recorded in Volume 4792, Page 2386, Deed Records, Collin County, Texas, continuing with the south line thereof, a total distance of 813.32 feet to a 5/8" rebar found in said County Road 370, from which a 5/8" rebar found for witness bears S 00°26' E, a distance of 30.0 feet;

THENCE N 87°36'59" E with the south line of said City of Anna Tract, passing at 167.15 feet the southeast corner thereof, continuing with the south line of said Jonic Investments tract, a total distance of 472.80 feet to a 1/2" rebar found at the southeast corner thereof, being the southwest corner of said right-of-way dedication shown on Anna High School Addition;

THENCE N 89°35'09" E, with the north line of said Welch tract, and the south line of said right-of-way dedication, a distance of 517.45 feet to the POINT OF BEGINNING and containing approximately 111.902 acres of land

SHEET 2

LINE TABLE		
LINE	LENGTH	BEARING
L1	203.83'	S00° 51' 06"W
L2	290.00'	S00° 51' 06"W
L3	213.86'	S00° 51' 06"W
L4	100.82'	S31° 57' 15"E
L5	629.98'	S89° 08' 25"E
L6	290.00'	S89° 08' 25"E
L7	290.02'	S89° 08' 25"E
L8	340.00'	S89° 08' 25"E
L9	25.00'	N89° 08' 54"W
L10	385.27'	S00° 51' 06"W
L11	213.82'	S00° 51' 06"W
L12	108.37'	S31° 57' 15"E
L13	357.93'	S00° 51' 35"W
L14	237.64'	S31° 55' 01"E
L15	290.00'	S00° 51' 35"W
L17	158.54'	N90° 00' 00"E
L46	398.77'	N00° 00' 00"E

SHEET 3

LINE TABLE		
LINE	LENGTH	BEARING
L18	291.11'	S59° 32' 10"W
L19	290.10'	S59° 32' 10"W
L20	290.25'	S59° 32' 10"W
L21	339.96'	S59° 32' 10"W
L22	87.57'	S00° 28' 27"W
L23	315.11'	S31° 57' 15"E
L24	226.07'	S31° 47' 09"E
L25	289.91'	S00° 53' 45"W
L26	184.02'	S00° 53' 45"W
L27	212.40'	S31° 47' 01"E
L28	529.57'	S00° 52' 14"W
L29	167.57'	S31° 57' 15"E
L30	515.00'	S00° 52' 33"W
L31	173.89'	S31° 57' 15"E
L32	515.00'	S00° 53' 45"W
L33	290.03'	S89° 06' 15"E
L34	290.06'	S89° 06' 15"E
L35	183.42'	S00° 28' 27"W
L36	167.85'	S00° 28' 27"W
L37	290.00'	S00° 28' 27"W

SHEET 3

LINE TABLE		
LINE	LENGTH	BEARING
L38	290.00'	S00° 28' 27"W
L39	217.54'	N89° 31' 33"W
L40	508.72'	N89° 30' 54"W
L41	145.00'	N89° 13' 58"W
L42	506.59'	S89° 31' 33"E

SHEET 4

LINE TABLE		
LINE	LENGTH	BEARING
L43	245.00'	S89° 06' 15"E
L44	290.00'	S89° 06' 15"E
L45	85.75'	N87° 38' 54"E
L47	2326.33'	N00° 53' 45"E
L48	181.40'	N16° 40' 16"W
L49	101.77'	N00° 28' 00"W

SHEET 2

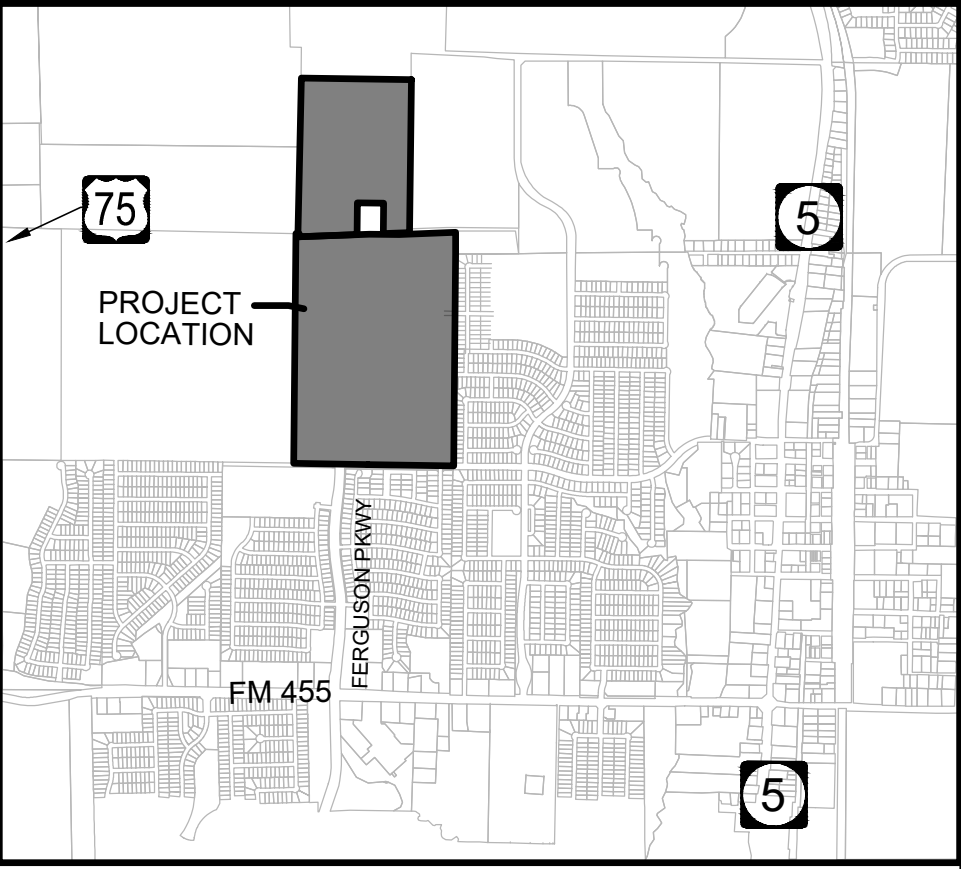
CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	032° 48' 21"	1000.00'	294.37'	572.57'	564.78'	S15° 33' 05"E
C2	032° 48' 21"	710.00'	209.00'	406.53'	401.00'	S15° 33' 05"E
C3	032° 48' 50"	800.00'	235.56'	458.17'	451.93'	S15° 32' 50"E
C5	026° 51' 50"	802.17'	191.58'	376.11'	372.68'	S19° 27' 24"E
C12	031° 47' 44"	1204.85'	343.16'	668.62'	660.07'	N15° 55' 43"W

SHEET 3

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C6	031° 13' 08"	601.44'	168.03'	327.71'	323.67'	S13° 37' 51"E
C7	030° 08' 58"	940.00'	253.19'	494.64'	488.95'	S15° 27' 08"E
C8	032° 30' 09"	1230.79'	358.77'	698.19'	688.87'	S16° 19' 57"E
C9	032° 01' 27"	1521.85'	436.73'	850.60'	839.58'	S15° 55' 56"E
C10	027° 20' 34"	350.00'	85.14'	167.03'	165.45'	S76° 48' 09"W
C11	003° 47' 47"	756.96'	25.09'	50.16'	50.15'	N89° 47' 41"E
C13	027° 23' 56"	1000.00'	243.76'	478.20'	473.66'	N16° 45' 52"W

SHEET 4

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C16	017° 34' 01"	600.00'	92.71'	183.96'	183.24'	N07° 53' 16"W
C17	016° 12' 16"	600.00'	85.42'	169.69'	169.13'	N08° 34' 08"W



APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA



APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA

A PRELIMINARY PLAT FOR

ANACAPRI

CONTAINING LOTS 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1-42, BLK C; LOTS 1-22, BLK D; LOTS 1-45, BLK E; LOTS 1-25, BLK F; LOTS 1-10, BLK G; LOTS 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1-41, BLK K; LOTS 1-34, BLK L; LOTS 1-27, BLK M; LOTS 1-18, BLK N; LOTS 1-29, BLK P; LOTS 1-16, BLK R; LOTS 1-16, BLK S; LOTS 1-22, BLK U; LOTS 1-33, BLK V; 11 X-LOTS; 4 MF LOTS.
FOR A TOTAL OF 465 RESIDENTIAL LOTS, 11 OPEN SPACE LOTS, AND 4 MF LOTS.
161.60 ACRES ZONED C-1 RESTRICTED COMMERCIAL, MF-2 MULTIPLE-FAMILY RESIDENTIAL - HIGH DENSITY, SF-60 SINGLE-FAMILY RESIDENCE DISTRICT, & SD-Z SINGLE-FAMILY RESIDENCE DISTRICT - ZERO LOT LINE HOMES
ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER

NAME: MEGATEL HOMES, LLC
ADDRESS: 2101 CEDAR SPRINGS RD, SUITE 700
DALLAS, TEXAS 75201

PHONE: (214) 396-4233
CONTACT: MATT HOOD
EMAIL: MATT.HOOD@MEGATELHOMES.COM

PLANNER / ENGINEER / SURVEYOR


PELTON LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 213-1800

DATE: JANUARY 2021

DRAWN: THM

PELTON PROJECT #: MEG20002

DESIGNED: THM

DRAWN: THM

REVIEWER: RJS

SHEET

5 OF 5

EXHIBIT B: PUBLIC WORKS
APPROVED POTENTIAL
ALTERNATE ALIGNMENT FOR
FERGUSON PARKWAY

FUTURE PHASE ANACAPRI

Ferguson Parkway
Alternate Alignment
if Gas Main is not
relocated

FERGUSON ALIGNMENT SHOWN REQUIRES THAT THE
EXISTING GAS MAIN BE RE-ROUTED OUTSIDE THE
ROW. IF IT IS DETERMINED THAT RELOCATING THIS
GAS MAIN IS NOT PRACTICAL, FERGUSON PARKWAY
WILL BE SHIFTED OUTSIDE THE EASEMENT TO THE
WEST.

50' EXISTING GAS EASEMENT

1/2" CAPPED REBAR STAMPED "MCADAMS"

JOINC INVESTMENTS LLC
INST # 20150605000666010
ZONED AG

8" CAPPED REBAR FOUND

LOT 1 BLOCK Q2
133868 SF
3.07 ACRES
COMMERCIAL

LOT 2 BLOCK Q2
797867 SF
18.32 ACRES
MULTI-FAMILY

LOT 3 BLOCK Q2
708668 SF
16.27 ACRES
AMENITY

LOT 4 BLOCK Q2
424032 SF
9.73 ACRES
MULTI-FAMILY

QJR PARTNERSHIP LTD
INST # 20020214000237330
ZONED PD-R

ANNA ISD
ANNA HIGH SCHOOL #1 ADDITION
VOL 2011 PG 176
ZONED SF-E

CITY OF ANNA
INST # 20001109001237290
ZONED AG

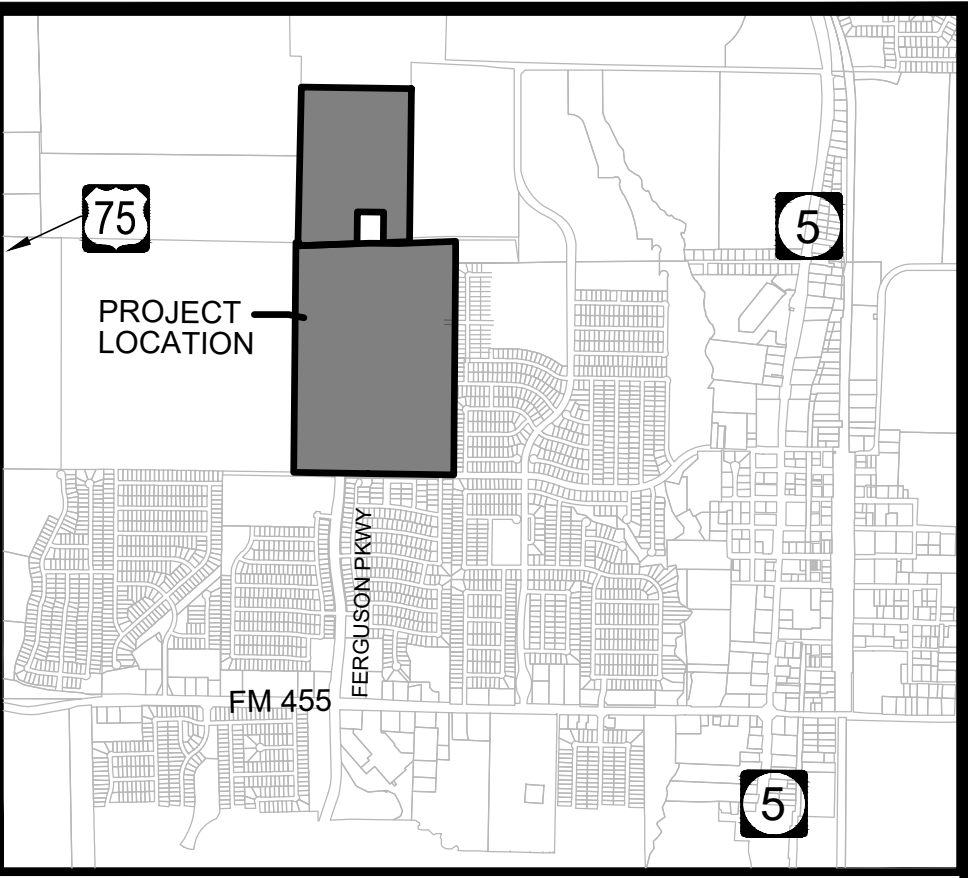
ACCESS EASEMENT
POINT OF BEGINNING
KASAYA HOLDINGS LLC TRACT

PK NAIL SET WITH WASHER
STAMPED "MCADAMS"

ROLLINS ROAD

POINT OF I
OAKWOOD

MATCHLINE SHEET 4

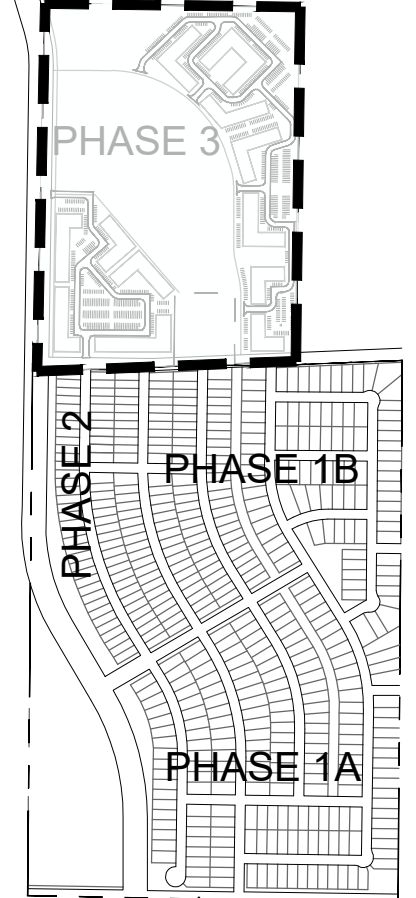


0 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY LINE
- PHASE BOUNDARY LINE
- 100' YR FLOODPLAIN BOUNDARY

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - ALL CORNER CLIPS TO BE 25'x25'.
 - ALL CURB RADII AT INTERSECTIONS TO BE 20'.
 - ALL REAR YARD BUILDING LINE SETBACKS ARE 20' UNLESS OTHERWISE NOTED.
 - RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - BOUNDARY SURVEY AND LEGAL DESCRIPTIONS ARE BASED ON SURVEY AND LEGAL DESCRIPTIONS PROVIDED BY MCADAMS ON JANUARY 28, 2021
 - 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.



KEY MAP
N.T.S.

APPROVED
FEBRUARY 9, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
FEBRUARY 1, 2021
P&Z COMMISSION
CITY OF ANNA

A PRELIMINARY PLAT FOR
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PLANNER / ENGINEER / SURVEYOR
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TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 213-1899

DATE: JANUARY 2021
PELOTON PROJECT #: MEG20002

DESIGNED: THM
DRAWN: THM
REVIEWER: RJS

4 OF 5

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Last Saved: 1/29/2021 8:18 PM
Last Drawing: MEG20002-C-PLAT

ANACAPRI, ANNA TX - PRELIMINARY PLAT



Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution of the City of Anna, Texas approving and authorizing the City Manager to execute an Advance Funding Agreement for Surface Transportation Block Grant (STBG) program project off-system between the City of Anna and the Texas Department of Transportation for the Preliminary Engineering for the reconstruction and widening of Ferguson Parkway from Elm Street to the Collin County Outer Loop. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is for the Council to re-affirm and approve the revised Advanced Funding Agreement with TxDOT for the design of Ferguson Parkway. The revised agreement does not change the project scope or the alignment agreed to by and between the City of Anna and the adjacent landowners near the Collin County Outer Loop and Ferguson Parkway.

FINANCIAL IMPACT:

The agreement identifies \$268,120 in funding required from the City of Anna, \$59,807 in funding from TxDOT, and \$1,072,481 in funding from the Federal Government.

In addition, the agreement identifies \$3,485 due to TxDOT from the City of Anna for TxDOT review and management.

The City funding will come from Roadway Impact Fees.

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 as a consent agenda item.

ATTACHMENTS:

1. Resolution and Agreement - Ferguson Parkway TxDOT

APPROVALS:

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

Created/Initiated - 2/5/2021
Final Approval - 2/5/2021

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 FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM PROJECT OFF-SYSTEM BETWEEN THE CITY OF ANNA AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PRELIMINARY ENGINEERING FOR THE RECONSTRUCTION AND WIDENING OF FERGUSON PARKWAY FROM ELM STREET TO THE COLLIN COUNTY OUTER LOOP

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 115814 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 Project name is "Ferguson Parkway" and the Texas Department of Transportation control-section-job number for the Project is CSJ # 0918-24-249; and

WHEREAS, the scope of work for the Project consists of the preliminary engineering for the reconstruction and widening of 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; and

WHEREAS, the source of funding is generally 80% federally funded and 20% City funded as set forth in more detail in Exhibit C attached to the Advance Funding Agreement; and

WHEREAS, the City's share of funding is based on an estimate and the City shall be solely responsible for and is financially committed to fund its share including any overruns based on actual costs over the maximum obligated amount of federal funding as set forth in more detail in the Advance Funding Agreement; and

WHEREAS, the City is authorized by applicable law to enter into the Advance Funding Agreement with the Texas Department of Transportation; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of 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.

Section 3. Previous Resolution.

City of Anna Resolution No. 2020-09-796 is hereby superseded and rescinded to the extent of any conflict with this resolution.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of February 2021.

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	<i>AFA Not Used For Research & Development</i>	
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 **115814** 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

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approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation 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 _____, 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.

TxDOT:		Federal Highway Administration:	
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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.

- 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

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- participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- 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

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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 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.

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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.

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

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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).

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. The Local Government shall submit the bridge layout to the State prior to plan development, and shall submit final bridge plans to the State for review and approval by TxDOT's Bridge Division. The State will review and comment on the work as required to accomplish the public purposes of the Local Government. The State may require the Local Government, or their representatives, to attend meetings as necessary to accomplish this goal.

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.

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- 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.
- 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:

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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 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.

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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, 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.

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- 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 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.

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- 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 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.

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- 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/mou_attachments.pdf.
- 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

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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:

- 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

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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
 - 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.

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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

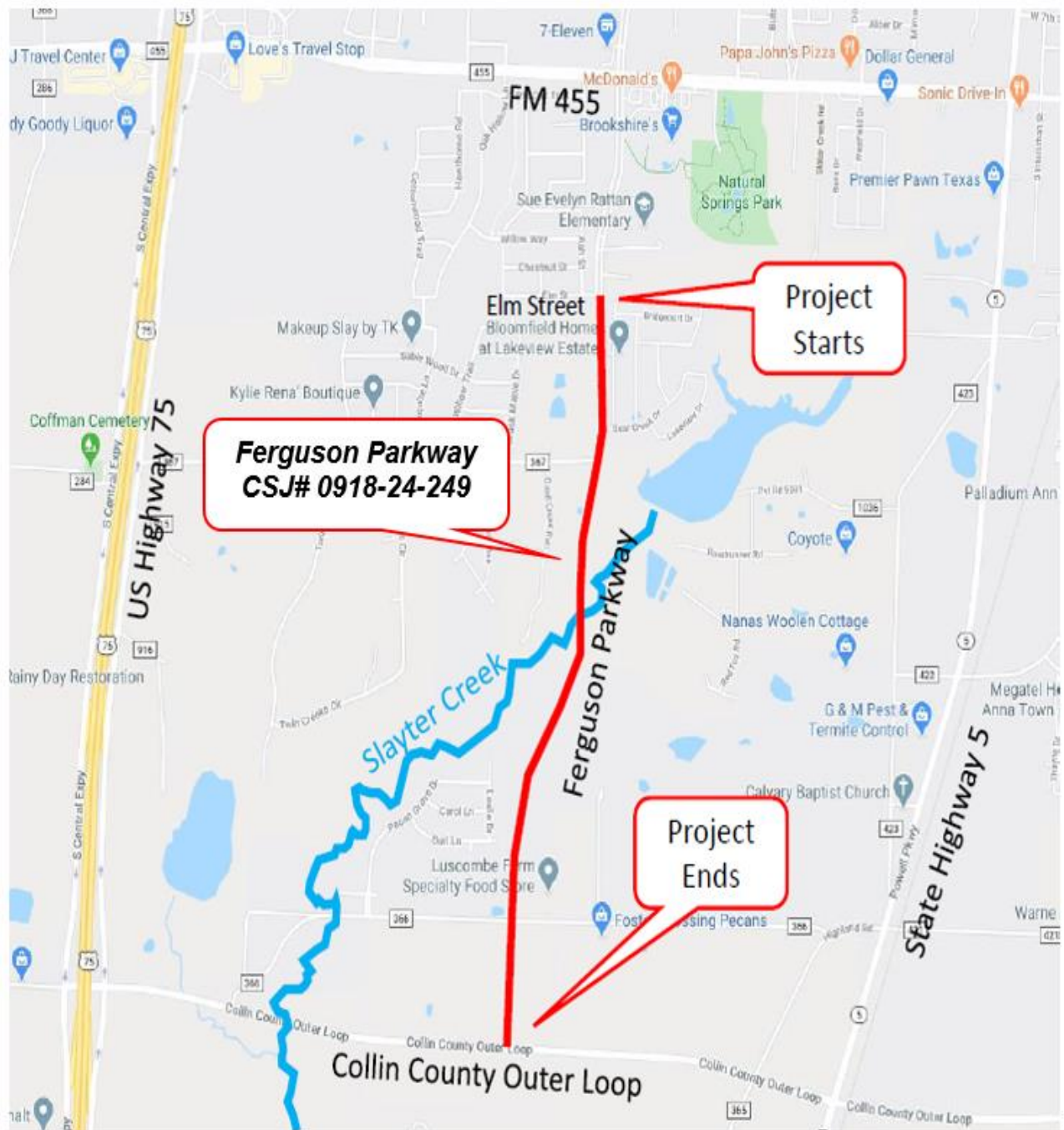
Date

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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 the cost of all 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. 7.a.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance calling the general election for May 1 and to approve a contract with Collin County Elections Administration for election services.
(City Secretary Carrie Land)

SUMMARY:

In accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Anna, Texas, a City Council election is to be held on the first Saturday in May.

The ordinance presented is to order such election and to approve a contract with Collin County Elections Administration.

FINANCIAL IMPACT:

Collin County Elections Administrator has estimated the cost for the election to be \$3,920.41.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

It is recommended that Council approve the Ordinance calling the election and approving a contract with Collin County Elections Administration.

ATTACHMENTS:

1. Ord Election Order 2021 Final
2. Contract for Election Services - Joint General and Special Election 0501...
3. Exhibit A
4. Exhibit B
5. Exhibit C-1 Estimate Election Wide
6. Exhibit C-2 Estimate Shared Cost
7. Exhibit D Anna City

8. Signature Page City of Anna
9. Election Notice for Paper 2021

APPROVALS:

Carrie Land, City Secretary
Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 2/2/2021
Approved - 2/5/2021
Final Approval - 2/5/2021

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 1, 2021 FOR THE PURPOSE OF ELECTING A MAYOR AND ONE (1) CITY COUNCIL MEMBER; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; ADOPTING A VOTING SYSTEM; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS; PROVIDING SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Anna, Texas, a Municipal Officers' election is to be held on the first Saturday in May; and

WHEREAS, it is necessary that the City Council of the City of Anna order an election to be held on the 1st day of May 2021, 7:00 a.m. to 7:00 p.m., for the purpose of electing a mayor and council member for Place 1; and

WHEREAS, the election shall be held as a joint election administered by the Collin County Elections Administrator in accordance with the provisions of the Texas Election Code, the Charter of the City of Anna, and an Election Services Contract between the Collin County Elections Administrator, the City of Anna, and various other political subdivisions in Collin County; and

WHEREAS, on August 26, 2019, the Collin County Commissioner's Court formally adopted the ExpressVote Universal Voting System, EVS 6.0.2.0 consisting of Electionware election management software, ExpressVote ballot marking device, ExpressTouch curbside voting device, DS200 precinct tabulator/scanner, DS450 high speed central scanner, and DS850 high speed central scanner; and

WHEREAS, the ExpressVote Universal Voting System, EVS 6.0.2.0 consisting of Electionware election management software, ExpressVote ballot marking device, Express Touch curbside voting device, DS200 precinct tabulator/scanner, DS450 high speed central scanner, and DS850 high speed central scanner have been certified by both the Texas Secretary of State and the United States Election Assistance Commission; **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS:**

SECTION 1. ELECTION ORDER

An election is hereby ordered to be held by the City of Anna, Texas, on Saturday, May 1, 2021, for the purpose of electing a mayor and council member for Place 1. Polling locations for the election will be determined in the Joint General and Special Election Services Contract ("Election Services Contract") to be entered into with the Collin County Elections Administrator. The polling locations shall be open between the hours of 7:00 a.m. and 7:00 p.m. the date of the election. The election will be conducted in accordance

with the Election Services Contract, by and between the City, and various other political subdivisions in Collin County, Texas.

SECTION 2. ELECTION NOTICE

That the City Secretary is hereby directed to cause notice of said election to be published at least once, not earlier than the 30th day or later than the 10th day, before election day as provided in Section 4.003(a)(1) of the Texas Election Code; and shall be posted on the bulletin board used for posting notices of the City Council meetings not later than the 21st day before election day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005.

SECTION 3. EARLY VOTING

That early voting by personal appearance by any qualified Collin County resident shall be conducted at the Anna Independent School District Board Room, 201 E. 7th Street, Anna, Texas 75409, or at any of the other Collin County Vote Center locations established by the Election Services Contract. Early voting by personal appearance for the May 1, 2021, election will be conducted by the Collin County Elections Administration.

The dates and times for early voting by personal appearance are as follows:

Monday	April 19, 2021	8:00 a.m. to 5:00 p.m.
Tuesday	April 20, 2021	8:00 a.m. to 5:00 p.m.
Wednesday	April 21, 2021	8:00 a.m. to 5:00 p.m.
Thursday	April 22, 2021	8:00 a.m. to 7:00 p.m.
Friday	April 23, 2021	8:00 a.m. to 5:00 p.m.
Saturday	April 24, 2021	8:00 a.m. to 5:00 p.m.
Monday	April 26, 2021	7:00 a.m. to 7:00 p.m.
Tuesday	April 27, 2021	7:00 a.m. to 7:00 p.m.

SECTION 4. ELECTION DAY POLLING PLACE

On May 1, 2021, Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m. and conducted at the Anna Independent School District Board Room, 201 E. 7th Street, Anna, Texas 75409 or at any of the other Collin County Vote Center locations established by the Election Services Contract.

SECTION 5. EARLY VOTING BY MAIL

That applications for early voting ballot by mail shall be mailed to: Bruce Sherbet Elections Administrator, 2010 Redbud Blvd., Ste. 102, McKinney, Texas 75069. Applications for early voting ballot by mail must be received no later than the close of business on Tuesday, April 20, 2021.

SECTION 6. RUNOFF ELECTION

That if a run-off election becomes necessary, the Collin County Elections Administrator will conduct the run-off election to be held on Tuesday, June 1, 2021.

SECTION 7. ELECTRONIC VOTING EQUIPMENT

That in accordance with Section 123.001 of the Texas Election Code, the ExpressVote Universal Voting System, EVS 6.0.2.0 consisting of Electionware election management software, ExpressVote ballot marking device, Express Touch curbside voting device, DS200 precinct tabulator/scanner, DS4S0 high speed central scanner, and DS850 high speed central scanner approved by the Secretary of State are hereby adopted for the election on May 1, 2021.

SECTION 8. ADMINISTRATION AND PROCEDURES OF THE ELECTION

The City Manager is hereby authorized and directed to enter into joint election agreements for said election with Collin County Elections Administration and other political subdivisions and to execute such election agreements for said election.

SECTION 9. ELECTION OFFICIALS

That pursuant to the Election Services Contract, the Collin County Elections Administrator shall serve as Early Voting Clerk for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve at said polling places shall be those election officials furnished by Collin County Elections Administrator.

SECTION 10. EARLY VOTING BALLOT BOARD

That an Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.007 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the Election Services Contract and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the Election Services Contract.

SECTION 11. SAVINGS, SEVERABILITY AND REPEALING CLAUSES

That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 12. EFFECTIVE DATE

That this ordinance shall become effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the _____ day of _____ 2021.

ATTESTED:

City Secretary Carrie L. Land

APPROVED:

Mayor Nate Pike

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND THE BELOW LISTED POLITICAL SUBDIVISIONS
("Participating Political Subdivisions")

COLLIN COUNTY COMMUNITY COLLEGE
CITY OF ALLEN
CITY OF ANNA
CITY OF BLUE RIDGE
CITY OF CARROLLTON
CITY OF CELINA
CITY OF DALLAS
TOWN OF FAIRVIEW
CITY OF FARMERSVILLE
CITY OF FRISCO
CITY OF GARLAND
CITY OF LAVON
CITY OF LUCAS
CITY OF MCKINNEY
CITY OF MELISSA
CITY OF NEVADA
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PLANO

TOWN OF PROSPER
CITY OF RICHARDSON
CITY OF SACHSE
TOWN OF SAINT PAUL
CITY OF WYLIE
ALLEN INDEPENDENT SCHOOL DISTRICT
ANNA INDEPENDENT SCHOOL DISTRICT
COMMUNITY INDEPENDENT SCHOOL DISTRICT
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT
FRISCO INDEPENDENT SCHOOL DISTRICT
LOVEJOY INDEPENDENT SCHOOL DISTRICT
MCKINNEY INDEPENDENT SCHOOL DISTRICT
MELISSA INDEPENDENT SCHOOL DISTRICT
PLANO INDEPENDENT SCHOOL DISTRICT
PROSPER INDEPENDENT SCHOOL DISTRICT
BEAR CREEK SPECIAL UTILITY DISTRICT
EAST FORK FRESH WATER SUPPLY DIST. 1
NORTH COLLIN SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 1, 2021

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1) ADMINISTRATION AND STATUTORY AUTHORITY

- a) Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivision.
- b) The contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 1, 2021 under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2) DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

- a) The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - i) The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County website.
 - ii) The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - iii) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
 - (1) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class); calendar will be provided.
 - (2) Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - iv) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$14.00 per hour for services rendered, each alternate judge shall receive \$13.00 per hour for services rendered, and each clerk shall receive \$12.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
- b) The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
 - i) The Contracting Election Officer shall secure election kits which include the legal documentation required to hold an election and all supplies.
 - ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
 - iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
 - iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

- (1) Equipment includes the rental of ExpressVote Universal voting machines, ExpressTouch curbside voting machines, ADA compliant headphones and keypads, DS200 ballot counters, voting signs and election supply cabinets.
 - (2) Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.
- 3) The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
 - a) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
 - b) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the time period and at the locations listed in **Exhibit "A"**, attached and incorporated by reference into this Election Services Contract.
 - c) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - i) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - ii) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
 - d) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.
- 4) The Contracting Election Officer shall arrange for the use of all Election Day Vote Centers.
 - a) The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers.
 - b) The Election Day Vote Centers are listed in **Exhibit "B"**, attached and incorporated by reference into this Election Services Contract.
- 5) The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Count Station Manager shall be Bruce Sherbet. The Count Station Judge shall be Neal Katz. The Tabulation Supervisor shall be Billy Pratt.
 - a) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
 - b) The Public Logic and Accuracy Test of the electronic voting system shall be conducted in accordance with Election Law. The required Notice of Logic and Accuracy testing will be posted by the Contracting Election Officer.
 - c) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
 - d) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Participating Political Subdivisions as soon as possible after all returns have been tallied.

- e) The Contracting Election Officer shall be appointed the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
 - i) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f) The Contracting Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

6) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

- a) The Participating Political Subdivisions shall assume the following duties:
 - i) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. Each Participating Political Subdivision is required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
 - ii) The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Monday, March 1, 2021.
 - iii) The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.
 - (1) The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, February 22, 2020, the official wording for the Participating Political Subdivision's May 1, 2021, Joint General and Special Election.
 - (2) The Participating Political Subdivisions shall approve the "blue line" ballot format prior to the final printing.
 - iv) The Participating Political Subdivisions shall share in the cost and compensate the Contracting Election Officer for all associated cost including any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C-1" for required services.
- b) The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Monday, March 22, 2021. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be delivered within the mandatory time frame to: Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071. Made payable to "Collin County Treasury" with a note "for election services" included with check documentation.
- c) The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the participating Political Subdivision.
- d) COST OF SERVICES. See Exhibits "C-2" and "D"
- e) GENERAL PROVISIONS

- i) Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's May 1, 2021, Joint General and Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- ii) Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
- iii) If the Participating Political Subdivision cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75.00. Any Participating Political Subdivision canceling an election will not be liable for any further costs incurred by the Contracting Officer.
- iv) The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

**Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours**

Polling Place	Address	City
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Davis Library	7501A Independent Parkway	Plano 75025
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Library	2501 Coit Road	Plano 75075
Harrington Library	1501 18th Street	Plano 750742
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069

**Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours**

Polling Place	Address	City
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 18	April 19 Early Voting 8am - 5pm	April 20 Early Voting 8am - 5pm	April 21 Early Voting 8am - 5pm	April 22 Early Voting 8am - 5pm	April 23 Early Voting 8am - 5pm	April 24 Early Voting 8am - 5pm
April 25	April 26 Early Voting 7am - 7pm	April 27 Early Voting 7am - 7pm	April 28	April 29	April 30	May 1 Election Day 7am - 7pm

May 1, 2021

Exhibit "B"

**Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm**

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley Lane	Richardson 75080
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Armstrong Middle School	3805 Timberline Drive	Plano 75074
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Bethany Elementary School	2418 Micarta Drive	Plano 75025
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Bowman Middle School	2501 Jupiter Road	Plano 75074
Carpenter Middle School	3905 Rainier Drive	Plano 75023
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Fairview Town Hall	372 Town Place	Fairview 75069
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Middle School	2832 Parkhaven Drive	Plano 75075
Hendrick Middle School	7400 Red River Drive	Plano 75025
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Miller Elementary School	5651 Coventry Drive	Richardson 75082
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078

May 1, 2021

Exhibit "B"

**Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm**

Polling Place	Address	City
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Robinson Middle School	6701 Preston Meadow Drive	Plano 75024
Rose Haggard Elementary School	17820 Campbell Road	Dallas 75252
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069
Schimelpfenig Middle School	2400 Maumelle Drive	Plano 75023
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Shepton High School	5505 Plano Parkway	Plano 75093
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098
Terry Pope Administration Building	611 North FM 1138	Nevada 75173
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano 75093
Wilson Middle School	1001 Custer Road	Plano 75075

Important Note: *Eligible* Collin County registered voters (with an effective date of registration on or before May 1, 2021) may vote at any of the above Election Day Vote Center locations.

Election Wide

Category	Units or Description	Cost Per Unit	Election Estimate	Election Actual
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Early Voting by Mail

Kits - Mail Ballots	5,000	\$ 1.15	\$ 5,750.00	
Postage	5,000	\$ 0.88	\$ 4,400.00	
Paper Ballot Printing Services		\$ 0.31	\$ -	
Paper Ballot Shipping (per box)		\$ 30.00	\$ -	
Ballot Stock - BOD	5,000	\$ 0.10	\$ 500.00	
Category Subtotal			\$ 10,650.00	

General Election Expenses

Mileage			\$ 500.00	
Van / Car Rental			\$ 6,000.00	
Election Night Receiving Cover			\$ 2,680.00	
Polling Place Rental			\$ -	
Notice of Election			\$ 7,000.00	
Security - EV			\$ -	
Security - ED			\$ -	
Early Voting Ballot Board			\$ 1,950.00	
FICA - Election Workers			\$ 2,500.00	
County Employee/IT Overtime - EV			\$ 35,000.00	
Process Pollworker Checks - EV	5 per location	\$ 1.50	\$ 352.50	
Process Pollworker Checks - ED	5 per location	\$ 1.50	\$ 427.50	
Process Election Judge Notices	104	\$ 1.50	\$ 156.00	
Drayage Per Location - ED	57	\$ 50.00	\$ 2,850.00	
Drayage Per Location - EV	47	\$ 50.00	\$ 2,350.00	
Category Subtotal			\$ 61,766.00	

Programming

Coding Servies			\$ 10,000.00	
Balotar Programming			\$ 450.00	
Category Subtotal			\$ 10,450.00	

Early Voting by Personal Appearance

Election Judge OT - EV		\$ 21.00	\$ 283.50	
Alternate Judge OT - EV		\$ 19.50	\$ 253.50	
Clerk OT - EV	141	\$ 18.00	\$ 34,263.00	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days	\$ -	\$ 18,000.00	
Pick and Delivery of Supplies - EV	47	\$ 25.00	\$ 1,175.00	
Equipment Assembly - EV	47	\$ 50.00	\$ 2,350.00	
Category Subtotal			\$ 56,325.00	

Election Day

ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs	\$ 30.00	\$ 2,520.00	
Pick up and Delivery of Election Supplies	57	\$ 25.00	\$ 1,425.00	
Equipment Assembly - ED	57	\$ 50.00	\$ 2,850.00	
Category Subtotal			\$ 6,795.00	

Tabulation

Election Night Vendor Support	Per Election	\$ 10,000.00	\$ 10,000.00	
Notice of Inspection/Tabulation Test	Per Election	\$ 3,000.00	\$ 3,000.00	
Category Subtotal			\$ 13,000.00	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "C-1"

Category	Units or Description	Cost Per Unit	Election Estimate	Election Actual
Supply Cost				
Ballots - Card Stock ExpressVote - EV	11,000	\$ 0.32	\$ 3,520.00	
Ballots - Card Stock ExpressVote - ED	10,000	\$ 0.32	\$ 3,200.00	
Kits - ED	57	\$ 19.00	\$ 1,083.00	
Kits - EV	47	\$ 19.00	\$ 893.00	
Kits - Provisional EV	47	\$ 38.10	\$ 1,790.70	
Kits - Provisional ED	57	\$ 38.10	\$ 2,171.70	
Polling Place Maps - EV	47	\$ 25.00	\$ 1,175.00	
Polling Place Maps - ED	57	\$ 25.00	\$ 1,425.00	
Signs Metal - ED	57	\$ 5.00	\$ 285.00	
Signs Wood - ED	5 per location	\$ 2.00	\$ 470.00	
Ballot Card Stock - Provisional - EV	50 per location	\$ 0.14	\$ 329.00	
Ballot Card Stock - Provisional - ED	50 per location	\$ 0.14	\$ 399.00	
Ballots - Sample - EV	50 per location	\$ 0.29	\$ 681.50	
Ballots - Sample - ED	50 per location	\$ 0.29	\$ 826.50	
Ballots - Sample All Race - EV	47	\$ 0.87	\$ 40.89	
Ballots - Sample All Race - ED	57	\$ 0.87	\$ 49.59	
Printer Labels - EV	47	\$ 5.00	\$ 235.00	
Printer Labels - ED	57	\$ 5.00	\$ 285.00	
Category Subtotal			\$ 18,859.88	
Equipment				
Cabinet Security - EV	47	\$ 200.00	\$ 9,400.00	
Cabinet Security - ED	57	\$ 200.00	\$ 11,400.00	
Computer Cabinet - EV	47	\$ 50.00	\$ 2,350.00	
Cabinet Drayage - EV	47	\$ 180.00	\$ 8,460.00	
Cabinet Drayage - ED	57	\$ 180.00	\$ 10,260.00	
DS200 Ballot Counter - EV	47	\$ 350.00	\$ 16,450.00	
DS200 Ballot Counter - ED	57	\$ 350.00	\$ 19,950.00	
ExpressVote - EV	9 per location	\$ 200.00	\$ 84,600.00	
Expres Vote - ED	9 per location	\$ 200.00	\$ 102,600.00	
ExpressTouch - EV	47	\$ 200.00	\$ 9,400.00	
ExpressTouch - ED	57	\$ 200.00	\$ 11,400.00	
Metal Signs	5 per location	\$ 1.00	\$ 520.00	
Wood Signs	104	\$ 2.00	\$ 208.00	
Category Subtotal			\$ 286,998.00	
Personnel				
Election Judge - EV		\$ 14.00	\$ 47,376.00	
Electino Judge - ED		\$ 14.00	\$ 9,576.00	
Alternate Election Judge - EV		\$ 13.00	\$ 43,992.00	
Alternate Electino Judge - ED		\$ 13.00	\$ 8,892.00	
Clerk - EV	3 per location	\$ 12.00	\$ 131,976.00	
Clerk - ED	3 per location	\$ 12.00	\$ 24,624.00	
Judge Delivery - EV	47	\$ 25.00	\$ 1,175.00	
Judge Delivery - ED	57	\$ 25.00	\$ 1,425.00	
Category Subtotal			\$ 269,036.00	
Total Estimated Cost			\$ 733,879.88	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "C-2"

Political Subdivision	Registered Voters	Share Percentage	Estimated Cost Per Entity	Deposit Due	Actual Cost
City of Allen	65647	3.69%	\$ 27,062.39	\$ 24,356.15	
City of Anna	9510	0.53%	\$ 3,920.41	\$ 3,528.37	
City of Blue Ridge	516	0.03%	\$ 1,500.00	\$ 1,350.00	
City of Carrollton	331	0.02%	\$ 1,500.00	\$ 1,350.00	
City of Celina	9831	0.55%	\$ 4,052.74	\$ 3,647.47	
City of Dallas	29636	1.66%	\$ 12,217.18	\$ 10,995.46	
Town of Fairview	7966	0.45%	\$ 3,283.91	\$ 2,955.52	
City of Farmersville	1930	0.11%	\$ 1,500.00	\$ 1,350.00	
City of Frisco	65739	3.69%	\$ 27,100.32	\$ 24,390.29	
City of Garland	173	0.01%	\$ 1,500.00	\$ 1,350.00	
City of Lavon	2716	0.15%	\$ 1,500.00	\$ 1,350.00	
City of Lucas	5671	0.32%	\$ 2,337.82	\$ 2,104.04	
City of McKinney	113834	6.39%	\$ 46,927.06	\$ 42,234.35	
City of Melissa	8545	0.48%	\$ 3,522.60	\$ 3,170.34	
City of Nevada	956	0.05%	\$ 1,500.00	\$ 1,350.00	
Town of New Hope	500	0.03%	\$ 1,500.00	\$ 1,350.00	
City of Parker	3935	0.22%	\$ 1,622.17	\$ 1,459.95	
City of Plano	169825	9.54%	\$ 70,008.85	\$ 63,007.96	
Town of Prosper	15538	0.87%	\$ 6,405.40	\$ 5,764.86	
City of Richardson	22783	1.28%	\$ 9,392.09	\$ 8,452.88	
City of Sachse	6011	0.34%	\$ 2,477.98	\$ 2,230.18	
Town of Saint Paul	761	0.04%	\$ 1,500.00	\$ 1,350.00	
City of Wylie	31007	1.74%	\$ 12,782.36	\$ 11,504.12	
Collin County Community College	635470	35.70%	\$ 261,966.86	\$ 235,770.18	
Allen Independent School District	68108	3.83%	\$ 28,076.92	\$ 25,269.23	
Anna Independent School District	11669	0.66%	\$ 4,810.44	\$ 4,329.40	
Community Independent School District	9005	0.51%	\$ 3,712.23	\$ 3,341.01	
Farmersville Independent School District	5745	0.32%	\$ 2,368.33	\$ 2,131.49	
Frisco Independent School District	99794	5.61%	\$ 41,139.19	\$ 37,025.27	
Lovejoy Independent School District	12119	0.68%	\$ 4,995.95	\$ 4,496.36	
McKinney Independent School District	84811	4.76%	\$ 34,962.58	\$ 31,466.32	
Melissa Independent School District	10871	0.61%	\$ 4,481.47	\$ 4,033.33	
Plano Independent School District	222438	12.49%	\$ 91,698.09	\$ 82,528.28	
Prosper Independent School District	36877	2.07%	\$ 15,202.22	\$ 13,681.99	
Bear Creek Special Utility District	3868	0.22%	\$ 1,594.55	\$ 1,435.09	
Marilee Special Utility District	2275	0.13%	\$ 1,500.00	\$ 1,350.00	
North Collin Special Utility District	3806	0.21%	\$ 1,568.99	\$ 1,412.09	
East Fork Fresh Water Supply Dist. 1	3	0.00%	\$ 500.00	\$ 450.00	
Total Registered Voters	1780220	100.00%			

City of Anna

Registered Voters	9,510
Percentage	0.53%

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Early Voting by Mail						
Kits - Mail Ballots	5,000	\$ 1.15	\$ 5,750.00		\$ 30.72	
Postage	5,000	\$ 0.88	\$ 4,400.00		\$ 23.50	
Paper Ballot Printing Services		\$ 0.31	\$ -		\$ -	
Paper Ballot Shipping (per box)		\$ 30.00	\$ -		\$ -	
Ballot Stock - BOD	5,000	\$ 0.10	\$ 500.00		\$ 2.67	
Category Subtotal			\$ 10,650.00		\$ 56.89	

General Election Expenses

Mileage			\$ 500.00		\$ 2.67	
Van / Car Rental			\$ 6,000.00		\$ 32.05	
Election Night Receiving Cover			\$ 2,680.00		\$ 14.32	
Polling Place Rental			\$ -		\$ -	
Notice of Election			\$ 7,000.00		\$ 37.39	
Security - EV			\$ -		\$ -	
Security - ED			\$ -		\$ -	
Early Voting Ballot Board			\$ 1,950.00		\$ 10.42	
FICA - Election Workers			\$ 2,500.00		\$ 13.36	
County Employee/IT Overtime - EV			\$ 35,000.00		\$ 186.97	
Process Pollworker Checks - EV	5 per location	\$ 1.50	\$ 352.50		\$ 1.88	
Process Pollworker Checks - ED	5 per location	\$ 1.50	\$ 427.50		\$ 2.28	
Process Election Judge Notices	104	\$ 1.50	\$ 156.00		\$ 0.83	
Drayage Per Location - ED	57	\$ 50.00	\$ 2,850.00		\$ 15.22	
Drayage Per Location - EV	47	\$ 50.00	\$ 2,350.00		\$ 12.55	
Category Subtotal			\$ 61,766.00		\$ 329.96	

Programming

Coding Servies			\$ 10,000.00		\$ 53.42	
Balotar Programming			\$ 450.00		\$ 2.40	
Category Subtotal			\$ 10,450.00		\$ 55.82	

Early Voting by Personal Appearance

Election Judge OT - EV		\$ 21.00	\$ 283.50		\$ 1.51	
Alternate Judge OT - EV		\$ 19.50	\$ 253.50		\$ 1.35	
Clerk OT - EV	141	\$ 18.00	\$ 34,263.00		\$ 183.03	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days	\$ -	\$ 18,000.00		\$ 96.16	
Pick and Delivery of Supplies - EV	47	\$ 25.00	\$ 1,175.00		\$ 6.28	
Equipment Assembly - EV	47	\$ 50.00	\$ 2,350.00		\$ 12.55	
Category Subtotal			\$ 56,325.00		\$ 300.89	

Election Day

ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs	\$ 30.00	\$ 2,520.00		\$ 13.46	
Pick up and Delivery of Election Supplies	57	\$ 25.00	\$ 1,425.00		\$ 7.61	
Equipment Assembly - ED	57	\$ 50.00	\$ 2,850.00		\$ 15.22	
Category Subtotal			\$ 6,795.00		\$ 36.30	

Tabulation

Election Night Vendor Support	Per Election	\$ 10,000.00	\$ 10,000.00		\$ 53.42	
Notice of Inspection/Tabulation Test	Per Election	\$ 3,000.00	\$ 3,000.00		\$ 16.03	
Category Subtotal			\$ 13,000.00		\$ 69.45	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "D"

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Supply Cost						
Ballots - Card Stock ExpressVote - EV	11,000	\$ 0.32	\$ 3,520.00		\$ 18.80	
Ballots - Card Stock ExpressVote - ED	10,000	\$ 0.32	\$ 3,200.00		\$ 17.09	
Kits - ED	57	\$ 19.00	\$ 1,083.00		\$ 5.79	
Kits - EV	47	\$ 19.00	\$ 893.00		\$ 4.77	
Kits - Provisional EV	47	\$ 38.10	\$ 1,790.70		\$ 9.57	
Kits - Provisional ED	57	\$ 38.10	\$ 2,171.70		\$ 11.60	
Polling Place Maps - EV	47	\$ 25.00	\$ 1,175.00		\$ 6.28	
Polling Place Maps - ED	57	\$ 25.00	\$ 1,425.00		\$ 7.61	
Signs Metal - ED	57	\$ 5.00	\$ 285.00		\$ 1.52	
Signs Wood - ED	5 per location	\$ 2.00	\$ 470.00		\$ 2.51	
Ballot Card Stock - Provisional - EV	50 per location	\$ 0.14	\$ 329.00		\$ 1.76	
Ballot Card Stock - Provisional - ED	50 per location	\$ 0.14	\$ 399.00		\$ 2.13	
Ballots - Sample - EV	50 per location	\$ 0.29	\$ 681.50		\$ 3.64	
Ballots - Sample - ED	50 per location	\$ 0.29	\$ 826.50		\$ 4.42	
Ballots - Sample All Race - EV	47	\$ 0.87	\$ 40.89		\$ 0.22	
Ballots - Sample All Race - ED	57	\$ 0.87	\$ 49.59		\$ 0.26	
Printer Labels - EV	47	\$ 5.00	\$ 235.00		\$ 1.26	
Printer Labels - ED	57	\$ 5.00	\$ 285.00		\$ 1.52	
Category Subtotal			\$ 18,859.88		\$ 100.75	
Equipment						
Cabinet Security - EV	47	\$ 200.00	\$ 9,400.00		\$ 50.22	
Cabinet Security - ED	57	\$ 200.00	\$ 11,400.00		\$ 60.90	
Computer Cabinet - EV	47	\$ 50.00	\$ 2,350.00		\$ 12.55	
Cabinet Drayage - EV	47	\$ 180.00	\$ 8,460.00		\$ 45.19	
Cabinet Drayage - ED	57	\$ 180.00	\$ 10,260.00		\$ 54.81	
DS200 Ballot Counter - EV	47	\$ 350.00	\$ 16,450.00		\$ 87.88	
DS200 Ballot Counter - ED	57	\$ 350.00	\$ 19,950.00		\$ 106.57	
ExpressVote - EV	9 per location	\$ 200.00	\$ 84,600.00		\$ 451.94	
Expres Vote - ED	9 per location	\$ 200.00	\$ 102,600.00		\$ 548.09	
ExpressTouch - EV	47	\$ 200.00	\$ 9,400.00		\$ 50.22	
ExpressTouch - ED	57	\$ 200.00	\$ 11,400.00		\$ 60.90	
Metal Signs	5 per location	\$ 1.00	\$ 520.00		\$ 2.78	
Wood Signs	104	\$ 2.00	\$ 208.00		\$ 1.11	
Category Subtotal			\$ 286,998.00		\$ 1,533.15	
Personnel						
Election Judge - EV		\$ 14.00	\$ 47,376.00		\$ 253.08	
Electino Judge - ED		\$ 14.00	\$ 9,576.00		\$ 51.16	
Alternate Election Judge - EV		\$ 13.00	\$ 43,992.00		\$ 235.01	
Alternate Electino Judge - ED		\$ 13.00	\$ 8,892.00		\$ 47.50	
Clerk - EV	3 per location	\$ 12.00	\$ 131,976.00		\$ 705.02	
Clerk - ED	3 per location	\$ 12.00	\$ 24,624.00		\$ 131.54	
Judge Delivery - EV	47	\$ 25.00	\$ 1,175.00		\$ 6.28	
Judge Delivery - ED	57	\$ 25.00	\$ 1,425.00		\$ 7.61	
Category Subtotal			\$ 269,036.00		\$ 1,437.20	
Total Estimated Cost			\$ 733,879.88		\$ 3,920.41	

WITNESS BY MY HAND THIS ____ DAY OF _____ 2021.

Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2021.

By: _____
Jim Proce, City Manager
City of Anna

Attest: _____
Carrie Land, City Secretary
City of Anna

CITY OF ANNA
(CIUDAD DE ANNA)

ORDER OF ELECTION FOR MUNICIPALITIES
(ORDEN DE ELECCIÓN PARA LOS MUNICIPIOS)

To the Registered Voters of Anna, Texas:
(A los votantes registrados de Anna, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 1, 2021, for voting in a municipal election to elect Mayor and one (1) Council Member, Place 1 for three-year terms.

(Se hace saber que las casillas electorales citadas abajo se abrirán desde las 7:00 am a 7:00 pm, el 1 de mayo de 2021 para el estaño de votación una elección municipal para elegir a tres (3) miembros del Consejo, situando 3 y 5 períodos de tres años. Situando 4 periodos de dos anos.)

LOCATION OF POLLING PLACE:
(DIRECCION DEL CENTRO DE VOTACIÓN:)

Anna Independent School District, Board Room
201 E. 7th Street
Anna, Texas 75409

Early voting by personal appearance will be conducted each weekday at:
(La votación en adelantada en persona se llevara a cabo de lunes a viernes en:)
Anna Independent School District, Board Room
201 E. 7th Street
Anna, Texas 75409

Beginning on April 19, 2021
(Comenzar el 19 de abril de 2021)

Monday	April 19, 2021	8:00 a.m. to 5:00 p.m.
<i>(Lunes el 19 de abril, 8:00 de la mañana hasta las 5:00 de la tarde;)</i>		
Tuesday	April 20, 2021	8:00 a.m. to 5:00 p.m.
<i>(Martes el 20 de abril, 8:00 de la mañana hasta las 5:00 de la tarde;)</i>		
Wednesday	April 21, 2021	8:00 a.m. to 5:00 p.m.
<i>(Miercoles el 21 de abril, 8:00 de la mañana hasta las 5:00 de la tarde;)</i>		
Thursday	April 22, 2021	8:00 a.m. to 7:00 p.m.
<i>(Jueves el 22 de abril, 8:00 de la mañana hasta las 5:00 de la tarde;)</i>		
Friday	April 23, 2021	8:00 a.m. to 5:00 p.m.
<i>(Viemes el 23 de abril, 8:00 de la mañana hasta las 5:00 de la tarde;)</i>		
Saturday	April 24, 2021	8:00 a.m. to 5:00 p.m.
<i>(Sábado el 24 de abril, 8:00 de la mañana hasta las 5:00 de la tarde;)</i>		
Monday	April 26, 2021	7:00 a.m. to 7:00 p.m.
<i>(Lunes el 26 de abril, 7:00 de la mañana hasta las 7:00 de la tarde;)</i>		
Tuesday	April 27, 2021	7:00 a.m. to 7:00 p.m.
<i>(Martes el 27 de abril, 7:00 de la mañana hasta las 7:00 de la tarde;)</i>		

And ending on April 27, 2021.
(Termina el 27 de abril de 2021.)

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas del voto en ausencia por correo deberán enviarse a:)

Bruce Sherbet, Election Administrator
2010 Redbud Blvd., Ste. 102
McKinney, Texas 75069

Applications for ballots by mail must be received no later than the close of business on April 20, 2021.

(Las solicitudes para boletas del voto en ausencia por correo deberán recibirse para el fin de las horas de negocio el 20 de abril de 2021.)

Carrie L. Land, City of Anna, City Secretary



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 2/9/2021
Staff Contact: Taylor Lough

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance calling a bond election for May 1. (Economic Development Manager Taylor Lough)

SUMMARY:

Council to consider adopting an ordinance calling a bond election to be held within the City of Anna on May 1, 2021.

FINANCIAL IMPACT:

If all three propositions, totaling \$58 million are approved by voters, the average property owner with a \$230,000 home within the City of Anna may see their property taxes increase \$8.27 per month or \$99.28 per year.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Anna - Great Place to Live
Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Move to adopt an Ordinance calling a Bond Election for May 1, 2021 in the amounts of \$8 million for Proposition A, \$22 million for Proposition B, and \$28 million for Proposition C.

ATTACHMENTS:

1. Ordinance Calling a Bond Election
2. Voter Information

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 2/5/2021
Final Approval - 2/5/2021

ORDINANCE NO. ____-2021

ORDINANCE CALLING A BOND ELECTION

THE STATE OF TEXAS \$
COLLIN COUNTY \$
CITY OF ANNA \$

WHEREAS, the City Council of the City of Anna, Texas (the “City”) deems it advisable to call the bond election hereinafter ordered (the “Election”); and

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

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

Section 1. Findings. The statements contained in the preamble of this Ordinance are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Ordered; Polling Places. The Election shall be held in the City between the hours of 7:00 a.m. and 7:00 p.m. on May 1, 2021 (“Election Day”), at the respective polling places designated by Collin County in the Election Contract (defined below) as set forth in **Exhibit A** below, which exhibit shall be modified to include additional or different Election Day polling places required to conform to the Election Contract and the Code.

Section 3. Early Voting. Early voting shall be conducted by personal appearance at the locations set forth in **Exhibit B** below and during the period early voting is required or permitted by law, being April 19, 2021, through April 27, 2021, which exhibit shall be modified to include additional or different early voting polling places, dates and times required to conform to the Election Contract and the Code.

Any voter who is entitled to vote an early ballot by personal appearance may do so at any Early Voting Polling Place listed in **Exhibit B** below. Applications for early voting by mail shall be sent to Bruce Sherbet, Elections Administrator, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069. The Early Voting Clerk for the special election shall be Bruce Sherbet, Elections Administrator. Applications for voting by mail for all residents of the City shall delivered not later than April 20, 2021.

Section 4. Election Officials. The election shall be administered by the Collin County Elections Administration pursuant to the Contract for Joint Election Services between the City and Collin County Elections Administration (the “Election Contract”). The City Manager is hereby authorized and directed to enter into such Election Contract with Collin County Elections Administration and to execute such Election Agreement on behalf of the City. The persons to serve as officers to conduct said election and an early ballot board to process early voting results shall be appointed pursuant to the Contract.

Section 5. Qualified Voters. All qualified electors of and residing in the City, shall be entitled to vote at the election.

Section 6. Propositions. At the Election the following PROPOSITIONS shall be submitted in accordance with law:

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION A

Shall the City Council of the City of Anna, Texas be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of \$8,000,000 for the purpose of constructing and acquiring a fire station and related improvements and equipment, with said bonds to be issued in one or more series or issues, to mature serially or otherwise not to exceed 40 years from their date, and bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the City Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION B

Shall the City Council of the City of Anna, Texas be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of \$22,000,000 for the purpose of acquiring, designing, construction and equipping a community library that includes multipurpose meeting spaces and classrooms, with said bonds to be issued in one or more series or issues, to mature serially or otherwise not to exceed 40 years from their date, and bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the City Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION C

Shall the City Council of the City of Anna, Texas be authorized to issue the bonds of the City, in one or more series, in the aggregate principal amount of \$28,000,000 for the purpose of acquiring, designing, constructing, and equipping parks and recreation facilities, including without limitation land acquisition, feasibility studies, park improvements, recreation and sports facilities, and trails, with said bonds to be issued in one or more series or issues, to mature serially or otherwise not to exceed 40 years from their date, and bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices, as the City Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

Section 7. Ballots. The official ballots for the Election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “FOR” or “AGAINST” the aforesaid PROPOSITIONS with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION A

FOR _____) THE ISSUANCE OF \$8,000,000 OF BONDS BY THE CITY OF ANNA,
) TEXAS FOR A FIRE STATION AND EQUIPMENT. TAXES
AGAINST _____) SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE
) BONDS WILL BE IMPOSED.

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION B

FOR _____) THE ISSUANCE OF \$22,000,000 OF BONDS BY THE CITY OF ANNA,
) TEXAS FOR A COMMUNITY LIBRARY. TAXES SUFFICIENT TO PAY
AGAINST _____) THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE
) IMPOSED.

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION C

FOR _____) THE ISSUANCE OF \$28,000,000 OF BONDS BY THE CITY OF ANNA,
) TEXAS FOR PARKS AND RECREATION IMPROVEMENTS. TAXES
AGAINST _____) SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE
) BONDS WILL BE IMPOSED.

Section 8. Compliance with State and Federal Law. In all respects, the Election shall be conducted in accordance with the Code. Pursuant to the federal Help America Vote Act (“HAVA”) and the Code, at each polling place there shall be at least one voting system that is equipped for disabled individuals, and each such voting system shall be a system that has been certified by the Texas Secretary of State as compliant with HAVA and the Code. The City hereby finds that the voting system to be used by the Collin County Elections Administration in administering the Election is such a system, and orders that such voting equipment or other equipment certified by the Texas Secretary of State shall be used by the City in its elections.

Section 9. Debt Obligations. The following information is provided in accordance with the provisions of Section 3.009(b), Texas Election Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 7 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 6 hereof.
- (c) The principal amount of the debt obligations to be authorized is \$58,000,000.

(d) If the bonds are approved by the voters, the City Council will be authorized to levy annual ad valorem taxes, on all taxable property in the City, sufficient, within the limits prescribed by law, to pay the principal of and interest on the bonds.

(e) Based upon the bond market conditions at the date of adoption of this Ordinance, the maximum interest rate for any series of the bonds is estimated to be 3.16%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds and notes. Such estimated maximum interest rate is

provided as a matter of information but is not a limitation on the interest rate at which the bonds or notes, or any series thereof, may be sold.

(f) If the bonds are approved, they may be issued in one or more series, to mature serially, over a period not to exceed the maximum number of years authorized by law.

(g) The aggregate amount of the outstanding principal of the City's debt obligations as of the date of this Ordinance is \$47,927,000.

(h) The aggregate amount of the outstanding interest of the City's debt obligations as of the beginning as of the date of this Ordinance is \$26,404,380.

(i) The ad valorem debt service tax rate for the City as of the date of this Ordinance is \$0.115947 per \$100 of taxable assessed valuation.

EXHIBIT A

ELECTION DAY POLLING PLACES

[Voters may vote at the following locations within the City and at any of the additional listed Election Day Vote Centers open under full contract services with the Collin County Elections Administration.]

Polling Place	Address	City
Allen ISD Service Center-Main Foyer	1451 N. Watters Road	Allen 75002
Allen Municipal Courts Facility-Community Room	301 Century Parkway	Allen 75013
Anna ISD-Board Room	501 S. Sherley Avenue	Anna 750409
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Blue Ridge ISD Administration Building	318 West School Street	Blue Ridge 75424
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus-J113	9700 Wade Blvd	Frisco 75035
Collin College - Higher Education Center-Lobby	3452 Spur 399	McKinney 75069
Collin College McKinney Campus-Atrium C Wing	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 Spring Creek Parkway	Plano 75074
Collin College Wylie Campus-Conference Center	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney 75069
Davis Library-Program Room	7501A Independent Parkway	Plano 75025
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Fairview Town Hall-Council Chambers	372 Town Place	Fairview 75069
Farmersville City Hall-Council Chambers	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8-Training Room	14700 Rolater Road	Frisco 75034
Gay Library-Meeting Room	6861 W. Eldorado Parkway	McKinney 75070
Haggard Middle School-Vestibule East Entrance	2832 Parkhaven Drive	Plano 75075
Hendrick Middle School	7400 Red River Drive	Plano 75025
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lavon City Hall	120 School Road	Lavon 75166
Lovejoy ISD Administration Building-Portable #1	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5-Community Room	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7-Community Room	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall-Municipal Court Room	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048

Miller Elementary School-Gym	5651 Coventry Drive	Richardson 75082
Murphy Community Center-Homer and Marie Adams Room	205 N. Murphy Road	Murphy 75094
New Hope Town Hall-Council Chambers	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library-Large Program Room	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078
Renner Frankford Library-Auditorium	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall-Parks Room	411 W. Arapaho Road	Richardson 75080
Robinson Middle School	6701 Preston Meadow	Plano 75024
Rose Haggard Elementary School-Gym	17820 Campbell Road	Dallas 75252
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069
Schimelpfenig Middle School-Front Foyer	2400 Maumelle Drive	Plano 75023
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Shepton High School-Small Gym	5505 Plano Parkway	Plano 75093
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library-Lobby	300 Country Club Road	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098
Terry Pope Administration Building-Board Room	611 North FM 1138	Nevada 75173
Tom Muehlenbeck Recreation Center-Meeting Room A	5801 W. Parker Road	Plano 75093
Wilson Middle School-F 113	1001 Custer Road	Plano 75075

EXHIBIT B

EARLY VOTING POLLING PLACES

Polling Place	Address	City
Collin County Elections (Main Early Voting Location)	2010 Redbud Blvd. St 102	McKinney 75069
Bennett Elementary School	120 School Road	Lavon 75166
Anna ISD-Board Room	318 W. School Street	McKinney 75070
Allen Municipal Courts Facility-Community Room	7760 Coronado Dr	Anna 75409
Allen ISD Service Center-Main Foyer	501 S. Sherley Avenue	Allen 75013
Collin College Higher Education Center-Lobby	301 Century Parkway	Farmersville 75442
Collin College McKinney Campus-Atrium C Wing	1451 North Watters Road	McKinney 75071
Collin College Frisco Campus-J113	2800 E. Spring Creek Parkway	McKinney 75071
Cockrill Middle School	2200 W. University Drive	Frisco 75035
Carpenter Park Recreation Center	3452 Spur 399	Lucas 75002
Blue Ridge ISD Administration Building	9700 Wade Blvd	Allen 75002
Evans Middle School	1351 N Hardin Blvd	Frisco 75034
Dowell Middle School	6701 Coit Road	Murphy 75094
Davis Library-Program Room	205 S. Main Street	Sachse 75048
Collin College Wylie Campus-Conf. Center 103	301 S. Ridge Road	McKinney 75071
Collin College Plano Campus	7501A Independent Parkway	McKinney 75069
Harrington Library	2010 Redbud Blvd. Ste 102	McKinney 75072
Haggard Library-Large Program Room	391 Country Club Road	Dallas 75252
Gay Library-Meeting Room	4900 Legendary Drive	Prosper 75078
Frisco Fire Station #8-Training Room	1501 18th Street	Allen 75002
Faubion Middle School	2501 Coit Road	McKinney 75071
Farmersville City Hall-Council Chambers	6861 W. Eldorado Parkway	McKinney 75069
McKinney Fire Station #5-Community Room	14700 Rolater Road	Frisco 75035
McKinney Boyd High School	2000 Rollins Street	McKinney 75071
Maus Middle School	861 Independence Parkway	Plano 75024
Lucas Community Center	6600 Virginia Parkway	Blue Ridge 75424
Lovejoy ISD Administration Building-Portable #1	600 Lake Forest Dr	McKinney 75072
Hunt Middle School	12175 Coit Road	McKinney 75072
Lavon City Hall	665 Country Club Road	Plano 75025
Murphy Community Center-Homer and Marie Adams Room	259 Country Club Road	McKinney 75069
Michael J. Felix Community Center-Room A & B	121 Rockcrest Road	Wylie 75098
Melissa City Hall-Municipal Court Room	205 N. Murphy Road	Plano 75074
McKinney North High School	3815-E Sachse Road	Plano 75042
McKinney High School	3411 Barker Avenue	Plano 75075
McKinney Fire Station #7-Community Room	2550 Wilmeth Road	McKinney 75070
Plano ISD Administration Center	1400 E. Wilson Creek Pkwy	Frisco 75034
Parr Library-Large Program Room	411 W. Arapaho Road	McKinney 75069
Parker City Hall	6400 Frankford Road	Plano 75075
New Hope Town Hall-Council Chambers	250 W. First Street	Plano 75093
Richardson Civic Center / City Hall-Parks Room	2700 W. 15th Street	Parker 75002
Renner Frankford Library-Auditorium	6200 Windhaven Parkway	New Hope 75069
Prosper Town Hall-Community Room	5700 E. Parker Road	Richardson 75080

EARLY VOTING DATES AND TIMES

April 19 – 23	Monday - Friday	8:00 a.m. - 5:00 p.m.
April 24	Saturday	8:00 a.m. - 5:00 p.m.
April 26 – 27	Monday - Tuesday	7:00 a.m. - 7:00 p.m.

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before _____, 2021) may vote at any of the above early voting locations.

Voter Information Document – City of Anna, Texas Special Election
Proposition A

The following information is prepared to comply with Section 1251.052(b) of the Texas Government Code, as amended.

Ballot Information: At the Election, the following language will appear on the ballot:

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION A

FOR) THE ISSUANCE OF \$8,000,000 OF BONDS BY THE CITY OF ANNA,
) TEXAS FOR A FIRE STATION AND EQUIPMENT. TAXES
AGAINST) SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE
) BONDS WILL BE IMPOSED.

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition A passes, and all outstanding obligations of the City secured by and payable from ad valorem taxes.

Principal Amount of Bonds to be authorized	Estimated interest for Bonds to be authorized ⁽¹⁾	Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized ⁽¹⁾	Principal of City's Existing Outstanding Debt (as of 2/9/2021)	Remaining interest on City's Existing Outstanding Debt (as of 2/9/2021)	Combined Principal and Interest to timely pay City's Outstanding Debt (as of 2/9/2021)
\$8,000,000	2.78%	\$11,873,080	\$47,927,000	\$26,404,380	\$74,331,380

- ⁽¹⁾ The interest on the proposed bonds was estimated at a rate of 2.78% based on market conditions as of February 9, 2021, and therefore, the interest payable on the proposed bonds may be less than, or more than, the amounts set forth above based on market conditions at the time of sale of the proposed bonds.

Based on the information and assumptions provided in the table above, the estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the City with a taxable appraised value of \$100,000 to repay the proposed bonds, if approved, is \$7.10. This estimate assumes annual growth of City's taxable assessed valuation at an average rate of 5.06% through tax year 2043, and holds the City's taxable assessed valuation constant thereafter, and assumes the that the proposed bonds will be issued in an amortization, that combined with the City's Existing Outstanding Debt, will produce relatively consistent levels of debt service in each year.

Voter Information Document – City of Anna, Texas Special Election
Proposition B

The following information is prepared to comply with Section 1251.052(b) of the Texas Government Code, as amended.

Ballot Information: At the Election, the following language will appear on the ballot:

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION B

FOR _____) THE ISSUANCE OF \$22,000,000 OF BONDS BY THE CITY OF ANNA,
AGAINST _____) TEXAS FOR A COMMUNITY LIBRARY. TAXES SUFFICIENT TO PAY
_____) THE PRINCIPAL OF AND INTEREST ON THE BONDS WILL BE
_____) IMPOSED.

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition B passes, and all outstanding obligations of the City secured by and payable from ad valorem taxes.

Principal Amount of Bonds to be authorized	Estimated interest for Bonds to be authorized ⁽¹⁾	Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized ⁽¹⁾	Principal of City's Existing Outstanding Debt (as of 2/9/2021)	Remaining interest on City's Existing Outstanding Debt (as of 2/9/2021)	Combined Principal and Interest to timely pay City's Outstanding Debt (as of 2/9/2021)
\$22,000,000	2.80%	\$32,836,504	\$47,927,000	\$26,404,380	\$74,331,380

(1) The interest on the proposed bonds was estimated at a rate of 2.80% based on market conditions as of February 9, 2021, and therefore, the interest payable on the proposed bonds may be less than, or more than, the amounts set forth above based on market conditions at the time of sale of the proposed bonds.

Based on the information and assumptions provided in the table above, the estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the City with a taxable appraised value of \$100,000 to repay the proposed bonds, if approved, is \$19.50. This estimate assumes annual growth of City's taxable assessed valuation at an average rate of 4.88% through tax year 2046, and holds the City's taxable assessed valuation constant thereafter, and assumes the that the proposed bonds will be issued in an amortization, that combined with the City's Existing Outstanding Debt, will produce relatively consistent levels of debt service in each year.

Voter Information Document – City of Anna, Texas Special Election
Proposition C

The following information is prepared to comply with Section 1251.052(b) of the Texas Government Code, as amended.

Ballot Information: At the Election, the following language will appear on the ballot:

CITY OF ANNA, TEXAS SPECIAL ELECTION
CITY OF ANNA, TEXAS PROPOSITION C

FOR	_____	)	THE ISSUANCE OF \$28,000,000 OF BONDS BY THE CITY OF ANNA,
		)	TEXAS FOR PARKS AND RECREATION IMPROVEMENTS. TAXES
AGAINST	_____	)	SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE
		)	BONDS WILL BE IMPOSED.

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition C passes, and all outstanding obligations of the City secured by and payable from ad valorem taxes.

Principal Amount of Bonds to be authorized	Estimated interest for Bonds to be authorized ⁽¹⁾	Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized ⁽¹⁾	Principal of City's Existing Outstanding Debt (as of 2/9/2021)	Remaining interest on City's Existing Outstanding Debt (as of 2/9/2021)	Combined Principal and Interest to timely pay City's Outstanding Debt (as of 2/9/2021)
\$28,000,000	3.16%	\$44,407,286	\$47,927,000	\$26,404,380	\$74,331,380

(1) The interest on the proposed bonds was estimated at a rate of 3.16% based on market conditions as of February 9, 2021, and therefore, the interest payable on the proposed bonds may be less than, or more than, the amounts set forth above based on market conditions at the time of sale of the proposed bonds.

Based on the information and assumptions provided in the table above, the estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the City with a taxable appraised value of \$100,000 to repay the proposed bonds, if approved, is \$16.50. This estimate assumes annual growth of City's taxable assessed valuation at an average rate of 4.74% through tax year 2049, and holds the City's taxable assessed valuation constant thereafter, and assumes the that the proposed bonds will be issued in an amortization, that combined with the City's Existing Outstanding Debt, will produce relatively consistent levels of debt service in each year.