

AGENDA

City Council Meeting



Tuesday, March 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 March 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. Review and discuss park facility naming proposals related to the policy and procedure for naming City parks, trails, recreational areas and other recreational facilities. (Director of Neighborhood Services Marc Marchand)
 - b. Review and discuss concept plan for enhancements to Sherley Heritage Park including display track for the steam locomotive. (Director of Neighborhood Services Marc Marchand)
 - c. Presentation regarding Sherley Tract public improvement districts and tax increment financing district. (PID Administrator; Bond Counsel)

- d. Review and discuss the COVID-19 disaster declaration and update Council on same.

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. Swearing in of New Assistant Police Chief, Phillip Foxall
(Police Chief Dean Habel)

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 Council Meeting Minutes for February 9, 2021, February 16, 2021 and February 23, 2021. (City Secretary Carrie Land)
- b. Review minutes of the February 1, 2021 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)
- c. Approve a Resolution to correct a scrivener's error on Resolution No. 2020-09-791. (Director of Development Services Ross Altobelli)
- d. Approve a Resolution regarding the J.P. Harris Addition, Block A, Lot 3, Replat. (Director of Development Services Ross Altobelli)
- e. Approve a Resolution regarding the NTM Masonry Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)
- f. Approve a Resolution regarding the Covarrubias Addition, Block A, Lots 1- 4, Minor Plat. (Director of Development Services Ross Altobelli)
- g. Approve a Resolution regarding the Fairchild Addition, Block A, Lot 1, Minor Plat. (Director of Development Services Ross Altobelli)
- h. Approve a Resolution regarding the One Anna Two Addition, Block B, Lots 3 & 4, Preliminary Plat. (Director of Development Services Ross Altobelli)
- i. Approve a Resolution regarding the Rosamond Sherley Elementary Addition, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)
- j. Approve a Resolution authorizing the City Manager to execute purchase orders in an amount not to exceed \$70,000 for the emergency rehabilitation of Water Well 4 in the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

- k. Approve a Resolution authorizing the City Manager to execute a Lease Agreement by and between the City of Anna, Texas and CARDS Dallas, Incorporated. (Director of Public Works Greg Peters, P.E.)
- l. Approve Resolution Determining Cost of Authorized Improvements with Preliminary SAP and Setting Levy and Assessment Hearing Date for Sherley Tract Public Improvement District.
- m. Approve Resolution Setting Public Hearing to Create a TIRZ to encompass the Sherley Tract Public Improvement District PID property.
- n. Approve an Ordinance amending The City of Anna Code of Ordinances Sec. 9.05.017 regarding political signs. (City Manager Jim Proce)

7. Items For Individual Consideration.

- a. Consider a Resolution approving the funding of Fire Department equipment needs related to the new Central Fire Station located on the municipal complex site, in an amount not to exceed \$234,570. (Director of Public Works Greg Peters, P.E., Fire Chief Ray Isom)
- b. Consider/Discuss/Act on providing a credit on the Utility accounts in response to the DEEP FREEZE weather event. (City Manager Jim Proce)
- c. Consider/Discuss/Act on forgiving the Chamber of Commerce a Certificate of Occupancy fee. (Director of Development Services Ross Altobelli)

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 rules and procedures; staff rules and procedures; City ordinances; City contracts; board organizational structure and related matters; public facilities; incentive policies; finance corporations 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).
- 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 March 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: 3/9/2021
Staff Contact: Marc Marchand

AGENDA ITEM:

Review and discuss park facility naming proposals related to the policy and procedure for naming City parks, trails, recreational areas and other recreational facilities.
(Director of Neighborhood Services Marc Marchand)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Exhibit A Policy and Procedure for City Park Naming

APPROVALS:

Marc Marchand, Director of Neighborhood Services Created/Initiated - 3/4/2021

Exhibit “A”

City of Anna Policy and Procedure for Naming City Parks, Trails, Recreational Areas and Other Recreational Facilities

Purpose:

The purpose of this policy is to establish a systematic and consistent approach for the official naming of parks, trails, recreational areas, and other recreational facilities owned and/or operated by the City of Anna.

Objectives:

The objectives of this policy are to:

- Provide name identification for individual parks or other recreation areas within the City of Anna to ensure that they are easily located and to provide a sense of place;
- Provide criteria and procedure for naming parks or other recreation areas to ensure that given names are consistent with the values and character of the area or neighborhood served and within the City as a whole;
- Assure the quality of the chosen title/name, so that it will serve the purpose of the City in a permanent manner; and
- Provide opportunities for public participation and input to fully represent the best interest of the community in the naming and dedication of parks and other recreation areas.

Definitions:

The umbrella of parks, trails, recreational areas, and other recreational facilities includes all property assets under the City’s ownership and the Neighborhood Services Department’s control including buildings, structures, open spaces, public parks, natural areas, and other environmental lands and habitats.

Naming Criteria:

The following criteria may be used in determining the appropriateness of the naming designation:

- a. Geographic location (such as neighborhood, street name, etc.)
- b. Nearby natural and physical characteristics of the land
- c. Historical or cultural significance
- d. Persons of outstanding civic service to the city
- e. Documented community support
- f. Events hosted in the area
- g. Relevant concepts or ideas
- h. Organizations providing community service in the area
- i. Significant material contributions

- j. Significant financial contributions

Naming Procedure:

The following process shall be followed in naming parks or other recreation areas:

1. City residents, staff, community leaders, and community organizations interested in proposing a name for a park or other recreational area shall submit a written recommendation to the Neighborhood Services Director. Recommendations need to describe in detail why the submitted name merits designation.
2. A variety of means to encourage public participation to submit a name may be implemented by the Neighborhood Services Department such as city website advertisement, public notices sent to community members in proximity of recreational area, and more. The means to submit a written recommendation, no matter the specifics of the medium, will be available through the City website and at City Hall.
3. The Neighborhood Services Department shall research and verify information on names provided in the recommendations. The Neighborhood Services Director will forward naming recommendations that meet the naming criteria to the Parks Advisory Board.
4. The Parks Advisory Board shall consider all requests that meet the criteria and submit a formal recommendation for names deemed worthy of consideration to the Mayor and the City Council.
5. The City Council will confirm park, trail, recreational area, and other recreational facility names by resolution.
6. The City Council has final approval and may reject any naming or renaming request.
7. The City Council may name or rename without following these procedures.
8. The process of naming new facilities shall normally be done before construction begins.

Renaming:

The intent of naming is for permanent recognition; the renaming of parks and other recreational areas within the City of Anna is generally discouraged. Though, the City understands that renaming parks and other recreational areas may be necessary to create more cohesiveness throughout the City or to update past names that have become irrelevant or dishonorable. It is recommended that efforts to change a name become subject to crucial examinations so as not to diminish the original justification for the name or discount the value of prior contributors. Renaming a park or other recreational area will follow the same procedure stated above.



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Marc Marchand

AGENDA ITEM:

Review and discuss concept plan for enhancements to Sherley Heritage Park including display track for the steam locomotive. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Marc Marchand, Director of Neighborhood Services

Created/Initiated - 3/4/2021



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021

Staff Contact:

AGENDA ITEM:

Presentation regarding Sherley Tract public improvement districts and tax increment financing district. (PID Administrator; Bond Counsel)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Clark McCoy, City Attorney

Created/Initiated - 3/4/2021



Item No. 4.d.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021

Staff Contact:

AGENDA ITEM:

Review and discuss the COVID-19 disaster declaration and update Council on same.

SUMMARY:

On March 2, 2021, the Governor of the State of Texas issued an executive Order on the COVID-19 pandemic.

Staff and Legal Counsel have been reviewing this to determine what actions if any will be required or desirous to act on and will bring forth this discussion to the City Council to receive guidance on policy matters.

FINANCIAL IMPACT:

No financial impact at this time.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff seeks input from Council so any actions can be brought for for consideration at the next meeting.

ATTACHMENTS:

1. EO-GA-34-opening-Texas-response-to-COVID-disaster-IMAGE-03-02-2021
2. City of Anna Declaration of Disaster and Public Health Emergency, April 14, 2020
3. City of Anna Supplemental to Declaration of Distaster and Public Health Emergency, March 26, 2020
4. City of Anna Declaration of Disaster and Public Health Emergency, March 24, 2020

APPROVALS:

Jim Proce, City Manager

Created/Initiated - 3/5/2021

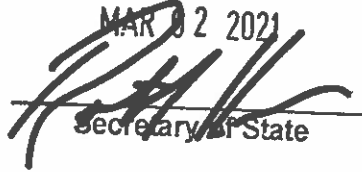


GOVERNOR GREG ABBOTT

March 2, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15 PM O'CLOCK

MAR 02 2021


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

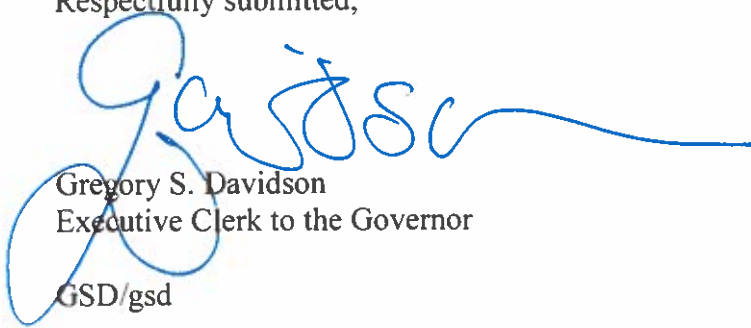
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-34 relating to the opening of Texas in response to the
COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
March 2, 2021

EXECUTIVE ORDER GA 34

Relating to the opening of Texas in response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating social-distancing restrictions in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I subsequently issued a series of superseding executive orders aiming to achieve the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing restrictions while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, under Executive Order GA-32, in effect since October 14, 2020, most establishments have been able to operate up to at least 75 percent of total occupancy, except in some areas with high hospitalizations as defined in that order, where most establishments have been able to operate up to at least 50 percent of total occupancy; and

WHEREAS, I also issued Executive Order GA-29, regarding the use of face coverings to control the spread of COVID-19, and a series of executive orders, most recently GA-31, limiting certain medical surgeries and procedures; and

WHEREAS, COVID-19 hospitalizations and the rate of new COVID-19 cases have steadily declined due to the millions of Texans who have voluntarily been vaccinated, many more who are otherwise immune, improved medical treatments for COVID-19 patients, abundant supplies of testing and personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 02 2021

disasters” under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;”

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from medical advisors, do hereby order the following on a statewide basis effective at 12:01 a.m. on March 10, 2021:

1. In all counties not in an area with high hospitalizations as defined below:
 - a. there are no COVID-19-related operating limits for any business or other establishment; and
 - b. individuals are strongly encouraged to wear face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.

“Area with high hospitalizations” means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.

2. In any county located in an area with high hospitalizations as defined above:
 - a. there are no state-imposed COVID-19-related operating limits for any business or other establishment;
 - b. there is no state-imposed requirement to wear a face covering; and
 - c. the county judge may use COVID-19-related mitigation strategies; provided, however, that:
 - i. business and other establishments may not be required to operate at less than 50 percent of total occupancy, with no operating limits allowed to be imposed for religious services (including those conducted in churches, congregations, and houses of worship), public and private schools and institutions of higher education, and child-care services;
 - ii. no jurisdiction may impose confinement in jail as a penalty for violating any order issued in response to COVID-19; and
 - iii. no jurisdiction may impose a penalty of any kind for failure to wear a face covering or failure to mandate that customers or employees wear face coverings, except that a legally authorized official may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.
3. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
4. Nothing in this executive order precludes businesses or other establishments from requiring employees or customers to follow additional hygiene measures, including the wearing of a face covering.
5. Nursing homes, state supported living centers, assisted living facilities, and long-

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15 PM O'CLOCK
MAR 02 2021

term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.

6. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
7. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
8. Executive Orders GA-17, GA-25, GA-29, and GA-31 are rescinded in their entirety.
9. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.
10. All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Orders GA-17, GA-25, GA-29, GA-31, and GA-32, but does not supersede Executive Orders GA-10 or GA-13. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 2nd
day of March, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 02 2021

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 02 2021

CITY OF ANNA, TEXAS

ORDINANCE NO. 852-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS AMENDING ORDINANCE NO. 850-2020 AND EXTENDING THE COVID-19 DECLARATION OF DISASTER AND PUBLIC HEALTH EMERGENCY; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, beginning in December 2019, a novel coronavirus, now designated COVID-19, has spread through the world and has now been declared a global pandemic by the World Health Organization; and

WHEREAS, symptoms of COVID-19 include fever, coughing, and shortness of breath and, in some cases, the virus has caused death; and

WHEREAS, prudence dictates that extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout the City of Anna, including the quarantine of individuals, groups of individuals and occupied structures and, additionally, including compelling individuals, groups of individuals, or occupied structures to undergo additional health measures that prevent or control the spread of the virus; and

WHEREAS, Governor Abbott and Collin County have declared a local disaster due to public health emergency; and

WHEREAS, on March 17, 2020 the Mayor of Anna issued a Declaration of Disaster and Public Health Emergency; and

WHEREAS, thereafter the City Council has been evaluating the health and safety aspects of placing limitations on patron occupancies in restaurants and bars in the City of Anna to help insure that COVID-19 is contained; and

WHEREAS, on March 24, 2020 Collin County Judge Chris Hill issued his Order regarding COVID-19 to protect the citizens of Collin County; and

WHEREAS, on March 24, 2020 the Anna City Council convened and adopted Ordinance No. 848-2020 extending the COVID-19 Declaration of Disaster and Public Health Emergency; and

WHEREAS, on March 26, 2020 the Anna City Council convened an emergency meeting and adopted Ordinance No. 850-2020 further extending and supplementing the COVID-19 Declaration of Disaster and Public Health Emergency; and.

WHEREAS, since March 26, 2020 there have been additional confirmed cases of COVID-19 in the City of Anna and Collin County resulting from community spread; and

WHEREAS, on March 31, 2020 Texas Governor Greg Abbot issued Executive Order No. GA-14 relating to statewide continuity of essential services and activities during the COVID-19 disaster; and

WHEREAS, the City Council desires to adopt this ordinance to incorporate Ordinance No. 850-2020 and extend the COVID-19 Declaration of Disaster and Public Health Emergency as set forth in Section 2 of this ordinance;

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

SECTION 1. A local state of disaster due to public health emergency has been declared for the City of Anna, Texas, pursuant to section 418.108(a) of the Texas Government Code. This ordinance incorporates Ordinance No. 850-2020; provided, however, that in the event of any conflict between the provisions of this ordinance and Ordinance No. 850-2020 the provisions of this ordinance shall govern. Notwithstanding the foregoing or any other provisions of this ordinance, this ordinance is intended to comply and be consistent with the Governor of the State of Texas Executive Order No. GA-14, as same may be amended or modified (the "Governor's Order") and this ordinance shall not be enforced to the extent it is inconsistent with the Governor's Order.

SECTION 2. Pursuant to section 418.108(b) of the Texas Government Code, the City's COVID-19 Declaration of Disaster and Public Health Emergency and this ordinance shall remain in full force and effect until the Governor's Order and the statewide declaration of disaster expires or is lifted at which time this ordinance and the City's declaration of disaster and public health emergency shall be deemed to expire. In the event that the Governor of the State of Texas, the Collin County Judge, the Collin County Commissioners Court, or the Collin County Health Authority (collectively, "Ordering Authority") issues or promulgates any additional proclamations, executive orders, or other orders or measures regarding the novel coronavirus (COVID-19) pandemic or matters relating thereto (collectively "COVID-19 Orders"), those COVID-19 Orders shall be deemed to have been approved and adopted by the City Council to the extent as may be applicable as if set forth verbatim herein and shall respectively take effect and be enforceable as of the effective dates and/or times established by any such Ordering Authority and the City may enforce such COVID-19 Orders through any and all lawful means.

SECTION 3. Pursuant to section 418.108(c) of the Texas Government Code, this supplement to the declaration of a local state of disaster due to public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. Pursuant to section 418.108(d) of the Government Code, during this declaration of disaster the City of Anna's Emergency Management Plan remains activated. Pursuant to 418.108(f) and 418.108(g) the Mayor may: (1) order the evacuation of all or part of the population from a stricken or threatened area under the jurisdiction and authority of the City if the Mayor considers the action necessary for the preservation of life or other disaster mitigation, response, or recovery; and (2) the Mayor may control ingress to and egress from a disaster area under the jurisdiction and authority of the City and control the movement of persons and the occupancy of premises in that area.

SECTION 5. This declaration authorizes the City to take any actions necessary to promote health and suppress the COVID-19 virus, including the quarantine of persons and occupied structures, examining and regulating hospitals or clinics, regulating ingress and egress from the City, regulating ingress and egress to occupied structures, and insuring compliance for those who do not comply with the City's rules, pursuant to section 122.006 of the Health and Safety Code.

SECTION 6. The City Council of the City of Anna, the Anna Planning and Zoning Commission, the Anna Community Development Corporation board of directors, and the Anna Economic Development Corporation board of directors and their essential and necessary attendees shall be exempt from this Declaration for scheduled public meetings, whether a regular, work session, special or emergency meeting. The stated exempt entities shall use best efforts to provide adequate social distancing for members and attendees during any scheduled meetings, including their closed sessions. Whenever possible, teleconferencing shall be utilized for meetings held under this Section and the frequency of meeting may be reduced when feasible.

SECTION 7. Beginning March 26, 2020 at midnight and ending April 14, 2020 at midnight unless terminated sooner by the Mayor or the City Council:

(1) All individuals currently living within Anna are ordered to shelter at their place of residence. For the purposes of this ordinance, residences include hotels, motels, shared rentals, and similar facilities. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, or to provide or perform Essential Governmental Functions, or to operate Essential Businesses, all as defined herein.

(2) All businesses operating within Anna, except Essential Businesses as defined in below in this Section 7, are required to cease all activities at facilities located within Anna. For clarity, businesses may continue operations consisting exclusively of

employees or contractors performing activities at their own residences (i.e. working from home). To the greatest extent possible, all Essential Businesses shall comply with the Social Distancing Guidelines attached, including maintaining six-foot social distancing for both employees and the general public.

(3) All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this Declaration prohibits the gathering of members of a household or living unit.

(4) Restaurants with or without drive-in or drive-through services and microbreweries, micro-distilleries, or wineries may only provide take out, delivery, or drive-through services as allowed by law.

A. Definitions:

(1) For purposes of this Declaration, individuals may leave their residence only to perform any of the following "Essential Activities":

- a. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (for example, obtaining medical supplies or medication or visiting a health care professional).
- b. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences).
- c. To engage in outdoor activities, provided the individuals comply with social distancing requirements of six feet (for example, walking, biking, hiking, running, and other exercise activities). Children shall not use playground equipment or any other public recreational structures.
- d. To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order.
- e. To care for a family member or pet in another household.

(2) For purposes of this Declaration, "Essential Businesses" means:

- a. **Essential Healthcare Operations.** Healthcare operations, including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, or any related and/or ancillary healthcare services. Home-based and residential- based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all health and welfare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. Healthcare operations do not include fitness and exercise gyms and similar facilities.
- b. **Essential Government Functions.** All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety and welfare of the public. Further, nothing in this order shall prohibit any individual from performing or accessing “Essential Government Functions.” All Essential Government Functions shall be performed in compliance with social distancing requirements of six feet, to the extent possible. Essential government functions include but are not limited to the conducting of elections for candidates for office or for measures.
- c. **Essential Critical Infrastructure.** Work necessary to the operations and maintenance of the 16 critical infrastructure sectors as identified by the National Cybersecurity and Infrastructure Agency (CISA) including public works construction, residential and commercial construction, airport operations, water, sewer, gas, electrical, oil refining, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), financial institutions, defense and national security-related operations, elimination of hazardous materials, essential manufacturing operations provided that they carry out those services or that work in compliance with social distancing requirements of six feet, to the extent possible. Essential Businesses providing essential infrastructure should implement screening precautions to protect employees and all activity shall be performed in compliance with social distancing guidelines attached.

- d. **Essential Retail.** Food service providers, including grocery stores, warehouse stores, bodegas, liquor stores, gas stations and convenience stores, farmers' markets that sell food products and household staples. Food cultivation, including farming, fishing, and livestock. Businesses that ship or deliver groceries, food, goods or services directly to residences. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free services to students or members of the public on a pick-up and take-away basis only. The restriction of delivery or carry out does not apply to cafes and restaurants located within hospital and medical facilities. Laundromats, dry cleaners, and laundry service providers. Gas stations, auto-supply, auto, bicycle repair and essential business equipment suppliers, hardware stores, and related facilities. Businesses that supply products needed for people to work from home.
- e. **Providers of Basic Necessities to Economically Disadvantaged Populations.** Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- f. **Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses.** Trash and recycling collection, processing and disposal, mail and shipping services, building cleaning, maintenance and security, warehouse/distribution and fulfillment, storage for essential businesses, funeral homes, crematoriums and cemeteries. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences and Essential Businesses. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities. Businesses that supply other essential businesses with support or supplies needed to operate.
- g. **News Media.** Newspapers, television, radio, and other media services.
- h. **Childcare Services.** Childcare facilities providing services that enable employees exempted in this Declaration to work as permitted.
- i. **All Business Open to the Public.** Essential Businesses shall post entry signage instructing patrons of the need to limit patron visits to necessary purchases only and to maintain social

distancing. Essential Businesses shall provide a sanitation station as a required first stop for patron entering the business or require persons entering the building to wash their hands.

(3) Any manufacturer who retools so that a substantial part of their business is for the purpose of manufacturing and producing ventilators may apply for an “essential business” exemption under this Declaration and the Mayor shall decide whether to grant or deny such exemption.

(4) Grocery stores, supermarkets, warehouse stores, hospitals, and medical facilities are experiencing high levels of demand for a large number of products, requiring more deliveries from manufacturers and distribution centers to serve their customers. Due to the need to deliver products as quickly and efficiently as possible during this critical timeframe, this Declaration hereby suspends all delivery hour restrictions for transport to or from any entity involved in the selling or distribution of food products, medicine, or medical supplies in Anna during the disaster declaration.

(5) If someone in a household has tested positive for coronavirus, the household is ordered to isolate at home. Members of the household cannot go to work, school, or any other community function.

(6) Nursing homes, retirement, and long-term care facilities are instructed by this order to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.

(7) Public and private schools and institutions of higher education are instructed by this Declaration to provide a safety plan to the appropriate Office of Homeland Security and Emergency Management 72 hours before students return to a classroom setting.

(8) Additionally, this Declaration instructs all employees to remain at home if sick.

(9) The owner, manager, or operator of any facility that is likely to be impacted by this Declaration is strongly encouraged to post a copy of this Declaration onsite and to provide a copy to any member of the public asking for copy. If any subsection, sentence, clause, phrase, or word of this Declaration or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Declaration.

(10) No resident of Anna may enter any building at any truck stop located on or near U.S. Highway 75 unless the resident is an employee of the truck stop/travel center/travel center or is a truck driver and has an essential need to enter such buildings.

For the purposes of this ordinance a truck driver is a person who earns a living as the driver of a truck (usually a semi truck, box truck or dump truck).

SECTION 8. The following are approved Social Distancing Recommendations:

- (1) Vulnerable Populations: Limit Outings
 - a. Vulnerable populations include people who are:
 1. 60 years old and older.
 2. People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
 - b. For vulnerable populations, don't go to gatherings unless it is essential. Stay home. Avoid people who are sick.
- (2) Workplace and Businesses: Minimize Exposure
 - a. Suspend nonessential employee travel.
 - b. Ensure employees practice social distancing and do not work within six feet of one another.
 - c. Urge essential employees to stay home when they are sick and maximize flexibility in sick leave benefits.
 - d. Do not require a doctor's note for employees who are sick.
 - e. Maximize telecommuting options.
 - f. Persons who need to be at work to provide essential services of great benefit to the community must take steps in their workplace to minimize risk.
- (3) Cancel Non-essential Events
 - a. Cancel non-essential events.
 - b. Do not attend any essential or non-essential events or gatherings, if sick.
 - c. For events that meet the Recommendations herein and which aren't cancelled, we recommend:

1. Having hand washing capabilities, hand sanitizers and tissues available.
2. Frequently cleaning high touch surface areas like counter tops and handrails.
3. Finding ways to implement social distancing.

(4) Schools: Safety First

- a. Do not have your child attend school if sick.
- b. If you have a child with chronic health conditions, consult the child's doctor about school attendance.
- c. Schools should equip all classrooms with hand sanitizers and tissues.
- d. Recommend rescheduling or cancelling events that are not essential.
- e. Explore remote teaching and online options to continue learning.
- f. Schools should develop a plan for citywide school closures, and families should prepare for further closures.

(5) Transit: Cleaning and Protection

- a. Increase cleaning of vehicles and high touch surface areas.
- b. Provide hand washing/hand sanitizers and tissues in stations and on vehicles.
- c. Ensure social distancing practices are implemented to the full extent possible.

(6) Health Care Settings: Avoid as possible, protect the vulnerable

- a. Long-term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- b. Long-term care facilities should restrict all visitation except for certain compassionate care situations, such as end of life situations.

- c. The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- d. If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- e. Do not visit emergency rooms unless it is essential.
- f. Follow guidance and directions of all facilities.

(7) Everyone: Do your part

The best way for all Anna residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- a. Wash hands with soap and water for at least 20 seconds.
- b. Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- c. Stay home if you are sick.
- d. Avoid touching your face.
- e. Try alternatives to shaking hands, like an elbow bump or wave.
- f. If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.
- g. There is no recommendation to wear masks at this time to prevent yourself from getting sick.

You can also prepare for the disruption caused by an outbreak.
Preparedness actions include:

- a. Prepare to work from home if that is possible for your job, and your employer.
- b. Make sure you have a supply of all essential medications for your family.
- c. Prepare a childcare plan if you or a caregiver are sick.

- d. Make arrangements about how your family will manage school closures.
- e. Plan for how you can care for a sick family member without getting sick yourself.
- f. Take care of each other and check in by phone with friends, family and neighbors that are vulnerable to serious illness or death if they get COVID-19.
- g. Keep common spaces clean to help maintain a healthy environment for you and others. Frequently touched surfaces should be cleaned regularly with disinfecting sprays, wipes or common household cleaning products.

SECTION 9. This Declaration hereby incorporates and enacts the following regulations from the Governor's Executive Order No. GA-08 regarding the conduct of persons/people and schools:

- 1. Every person shall avoid social gatherings of more than 10 people.
- 2. People shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors; provided, however, that the use of drive-thru, pickup, or delivery options is allowed and highly encouraged.
- 3. People shall not visit nursing homes or retirement or long-term care facilities unless to provide critical assistance.
- 4. Schools shall temporarily close.

SECTION 10. This Declaration hereby incorporates Collin County Judge Chris Hill's Order of March 24, 2020 and finds it consistent herewith in all respects.

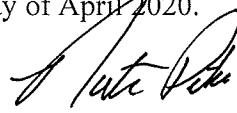
SECTION 11. This declaration hereby authorizes the use of all lawfully available enforcement tools.

SECTION 12. Any person, firm or corporation violating any of the provisions of this Declaration commits an offense, punishable by a fine up to \$1000.00, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 13. This ordinance shall take effect in accordance with Section 7 above.

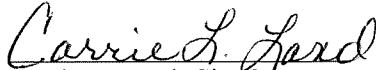
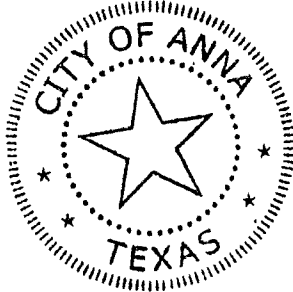
SECTION 14. All questions of interpretation of definitions and provisions of this ordinance shall be decided by the Mayor unless overruled by a majority of the City Council.

APPROVED, DECLARED AND ORDERED this 14th day of April 2020.



Nate Pike, Mayor

ATTEST:


Carrie L. Land, City Secretary

CITY OF ANNA, TEXAS

ORDINANCE NO. 850-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS SUPPLEMENTING ORDINANCE NO. 848-2020 THAT EXTENDED THE COVID-19 DECLARATION OF DISASTER AND PUBLIC HEALTH EMERGENCY; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, beginning in December 2019, a novel coronavirus, now designated COVID-19, has spread through the world and has now been declared a global pandemic by the World Health Organization; and

WHEREAS, symptoms of COVID-19 include fever, coughing, and shortness of breath and, in some cases, the virus has caused death; and

WHEREAS, prudence dictates that extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout the City of Anna, including the quarantine of individuals, groups of individuals and occupied structures and, additionally, including compelling individuals, groups of individuals, or occupied structures to undergo additional health measures that prevent or control the spread of the virus; and

WHEREAS, Governor Abbott and Collin County have declared a local disaster due to public health emergency; and

WHEREAS, on March 17, 2020 the Mayor of Anna issued a Declaration of Disaster and Public Health Emergency; and

WHEREAS, thereafter the City Council has been evaluating the health and safety aspects of placing limitations on patron occupancies in restaurants and bars in the City of Anna to help insure that COVID-19 is contained; and

WHEREAS, on March 24, 2020 Collin County Judge Chris Hill issued his Order regarding COVID-19 to protect the citizens of Collin County; and

WHEREAS, on March 24, 2020 the Anna City Council convened and adopted Ordinance No. 848-2020 extending the COVID-19 Declaration of Disaster and Public Health Emergency; and.

WHEREAS, since March 24, 2020 there have been additional confirmed cases of COVID-19 resulting from community spread; and

WHEREAS, the City Council desires to adopt this ordinance to supplement Ordinance No. 848-2020 to include additional measures to attempt to slow said community spread;.

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

SECTION 1. A local state of disaster due to public health emergency has been declared for the City of Anna, Texas, pursuant to section 418.108(a) of the Texas Government Code. This ordinance supplements Ordinance No. 848-2020; provided, however, that in the event of any conflict between the provisions of this ordinance and Ordinance No. 848-2020 the provisions of this ordinance shall govern.

SECTION 2. Pursuant to section 418.108(b) of the Texas Government Code, the state of disaster due to public health emergency shall continue until midnight on April 14, 2020 unless sooner terminated by the Mayor or City Council of the City of Anna, Texas.

SECTION 3. Pursuant to section 418.108(c) of the Texas Government Code, this supplement to the declaration of a local state of disaster due to public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. Pursuant to section 418.108(d) of the Government Code, during this declaration of disaster the City of Anna's Emergency Management Plan remains activated. Pursuant to 418.108(f) and 418.108(g) the Mayor may: (1) order the evacuation of all or part of the population from a stricken or threatened area under the jurisdiction and authority of the City if the Mayor considers the action necessary for the preservation of life or other disaster mitigation, response, or recovery; and (2) the Mayor may control ingress to and egress from a disaster area under the jurisdiction and authority of the City and control the movement of persons and the occupancy of premises in that area.

SECTION 5. This declaration authorizes the City to take any actions necessary to promote health and suppress the COVID-19 virus, including the quarantine of persons and occupied structures, examining and regulating hospitals or clinics, regulating ingress and egress from the City, regulating ingress and egress to occupied structures, and insuring compliance for those who do not comply with the City's rules, pursuant to section 122.006 of the Health and Safety Code.

SECTION 6. The City Council of the City of Anna, the Anna Planning and Zoning Commission, the Anna Community Development Corporation board of directors, and the Anna Economic Development Corporation board of directors and their essential and necessary attendees

shall be exempt from this Declaration for scheduled public meetings, whether a regular, work session, special or emergency meeting. The stated exempt entities shall use best efforts to provide adequate social distancing for members and attendees during any scheduled meetings, including their closed sessions. Whenever possible, teleconferencing shall be utilized for meetings held under this Section and the frequency of meeting may be reduced when feasible.

SECTION 7. Beginning March 26, 2020 at midnight and ending April 14, 2020 at midnight unless terminated sooner by the Mayor or the City Council:

(1) All individuals currently living within Anna are ordered to shelter at their place of residence. For the purposes of this ordinance, residences include hotels, motels, shared rentals, and similar facilities. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, or to provide or perform Essential Governmental Functions, or to operate Essential Businesses, all as defined herein.

(2) All businesses operating within Anna, except Essential Businesses as defined in below in this Section 7, are required to cease all activities at facilities located within Anna. For clarity, businesses may continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e. working from home). To the greatest extent possible, all Essential Businesses shall comply with the Social Distancing Guidelines attached, including maintaining six-foot social distancing for both employees and the general public.

(3) All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this Declaration prohibits the gathering of members of a household or living unit.

(4) Restaurants with or without drive-in or drive-through services and microbreweries, micro-distilleries, or wineries may only provide take out, delivery, or drive-through services as allowed by law.

A. Definitions:

(1) For purposes of this Declaration, individuals may leave their residence only to perform any of the following "Essential Activities":

- a. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (for example, obtaining medical supplies or medication or visiting a health care professional).

- b. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences.
 - c. To engage in outdoor activities, provided the individuals comply with social distancing requirements of six feet (for example, walking, biking, hiking, running, and other exercise activities). Children shall not use playground equipment or any other public recreational structures.
 - d. To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order.
 - e. To care for a family member or pet in another household.
- (2) For purposes of this Declaration, “Essential Businesses” means:
- a. **Essential Healthcare Operations.** Healthcare operations, including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, or any related and/or ancillary healthcare services. Home-based and residential- based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all health and welfare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. Healthcare operations do not include fitness and exercise gyms and similar facilities.
 - b. **Essential Government Functions.** All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety and welfare of the public. Further, nothing in this order shall prohibit any individual from performing or accessing “Essential Government Functions.” All Essential Government Functions shall be performed in compliance with social distancing requirements of six feet, to the extent possible. Essential government functions include but are not limited to the conducting of elections for candidates for office or for measures.

- c. **Essential Critical Infrastructure.** Work necessary to the operations and maintenance of the 16 critical infrastructure sectors as identified by the National Cybersecurity and Infrastructure Agency (CISA) including public works construction, residential and commercial construction, airport operations, water, sewer, gas, electrical, oil refining, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), financial institutions, defense and national security-related operations, elimination of hazardous materials, essential manufacturing operations provided that they carry out those services or that work in compliance with social distancing requirements of six feet, to the extent possible. Essential Businesses providing essential infrastructure should implement screening precautions to protect employees and all activity shall be performed in compliance with social distancing guidelines attached.
- d. **Essential Retail.** Food service providers, including grocery stores, warehouse stores, bodegas, liquor stores, gas stations and convenience stores, farmers' markets that sell food products and household staples. Food cultivation, including farming, fishing, and livestock. Businesses that ship or deliver groceries, food, goods or services directly to residences. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free services to students or members of the public on a pick-up and take-away basis only. The restriction of delivery or carry out does not apply to cafes and restaurants located within hospital and medical facilities. Laundromats, dry cleaners, and laundry service providers. Gas stations, auto-supply, auto, bicycle repair and essential business equipment suppliers, hardware stores, and related facilities. Businesses that supply products needed for people to work from home.
- e. **Providers of Basic Necessities to Economically Disadvantaged Populations.** Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- f. **Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses.** Trash and recycling collection, processing and disposal, mail and shipping services,

building cleaning, maintenance and security, warehouse/distribution and fulfillment, storage for essential businesses, funeral homes, crematoriums and cemeteries. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences and Essential Businesses. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities. Businesses that supply other essential businesses with support or supplies needed to operate.

- g. **News Media.** Newspapers, television, radio, and other media services.
- h. **Childcare Services.** Childcare facilities providing services that enable employees exempted in this Declaration to work as permitted.
- i. **All Business Open to the Public.** Essential Businesses shall post entry signage instructing patrons of the need to limit patron visits to necessary purchases only and to maintain social distancing. Essential Businesses shall provide a sanitation station as a required first stop for patron entering the business or require persons entering the building to wash their hands.

(3) Any manufacturer who retools so that a substantial part of their business is for the purpose of manufacturing and producing ventilators may apply for an “essential business” exemption under this Declaration and the Mayor shall decide whether to grant or deny such exemption.

(4) Grocery stores, supermarkets, warehouse stores, hospitals, and medical facilities are experiencing high levels of demand for a large number of products, requiring more deliveries from manufacturers and distribution centers to serve their customers. Due to the need to deliver products as quickly and efficiently as possible during this critical timeframe, this Declaration hereby suspends all delivery hour restrictions for transport to or from any entity involved in the selling or distribution of food products, medicine, or medical supplies in Anna during the disaster declaration.

(5) If someone in a household has tested positive for coronavirus, the household is ordered to isolate at home. Members of the household cannot go to work, school, or any other community function.

(6) Nursing homes, retirement, and long-term care facilities are instructed by this order to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.

(7) Public and private schools and institutions of higher education are instructed by this Declaration to provide a safety plan to the appropriate Office of Homeland Security and Emergency Management 72 hours before students return to a classroom setting.

(8) Additionally, this Declaration instructs all employees to remain at home if sick.

(9) The owner, manager, or operator of any facility that is likely to be impacted by this Declaration is strongly encouraged to post a copy of this Declaration onsite and to provide a copy to any member of the public asking for copy. If any subsection, sentence, clause, phrase, or word of this Declaration or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Declaration.

(10) No resident of Anna may enter any building at any truck stop/travel center located on or near U.S. Highway 75 unless the resident is an employee of the truck stop/travel center or is a truck driver and has an essential need to enter such buildings. For the purposes of this ordinance a truck driver is a person who earns a living as the driver of a truck (usually a semi truck, box truck or dump truck).

SECTION 8. The following are approved Social Distancing Recommendations:

(1) Vulnerable Populations: Limit Outings

- a. Vulnerable populations include people who are:
 - 1. 60 years old and older.
 - 2. People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
- b. For vulnerable populations, don't go to gatherings unless it is essential. Stay home. Avoid people who are sick.

(2) Workplace and Businesses: Minimize Exposure

- a. Suspend nonessential employee travel.
- b. Ensure employees practice social distancing and do not work within six feet of one another.
- c. Urge essential employees to stay home when they are sick and maximize flexibility in sick leave benefits.

- d. Do not require a doctor's note for employees who are sick.
 - e. Maximize telecommuting options.
 - f. Persons who need to be at work to provide essential services of great benefit to the community must take steps in their workplace to minimize risk.
- (3) Cancel Non-essential Events
- a. Cancel non-essential events.
 - b. Do not attend any essential or non-essential events or gatherings, if sick.
 - c. For events that meet the Recommendations herein and which aren't cancelled, we recommend:
 - 1. Having hand washing capabilities, hand sanitizers and tissues available.
 - 2. Frequently cleaning high touch surface areas like counter tops and handrails.
 - 3. Finding ways to implement social distancing.
- (4) Schools: Safety First
- a. Do not have your child attend school if sick.
 - b. If you have a child with chronic health conditions, consult the child's doctor about school attendance.
 - c. Schools should equip all classrooms with hand sanitizers and tissues.
 - d. Recommend rescheduling or cancelling events that are not essential.
 - e. Explore remote teaching and online options to continue learning.
 - f. Schools should develop a plan for citywide school closures, and families should prepare for further closures.

(5) Transit: Cleaning and Protection

- a. Increase cleaning of vehicles and high touch surface areas.
- b. Provide hand washing/hand sanitizers and tissues in stations and on vehicles.
- c. Ensure social distancing practices are implemented to the full extent possible.

(6) Health Care Settings: Avoid as possible, protect the vulnerable

- a. Long-term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- b. Long-term care facilities should restrict all visitation except for certain compassionate care situations, such as end of life situations.
- c. The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- d. If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- e. Do not visit emergency rooms unless it is essential.
- f. Follow guidance and directions of all facilities.

(7) Everyone: Do your part

The best way for all Anna residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- a. Wash hands with soap and water for at least 20 seconds.
- b. Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- c. Stay home if you are sick.
- d. Avoid touching your face.
- e. Try alternatives to shaking hands, like an elbow bump or wave.

- f. If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.
- g. There is no recommendation to wear masks at this time to prevent yourself from getting sick.

You can also prepare for the disruption caused by an outbreak.

Preparedness actions include:

- a. Prepare to work from home if that is possible for your job, and your employer.
- b. Make sure you have a supply of all essential medications for your family.
- c. Prepare a childcare plan if you or a caregiver are sick.
- d. Make arrangements about how your family will manage school closures.
- e. Plan for how you can care for a sick family member without getting sick yourself.
- f. Take care of each other and check in by phone with friends, family and neighbors that are vulnerable to serious illness or death if they get COVID-19.
- g. Keep common spaces clean to help maintain a healthy environment for you and others. Frequently touched surfaces should be cleaned regularly with disinfecting sprays, wipes or common household cleaning products.

SECTION 9. This Declaration hereby incorporates and enacts the following regulations from the Governor's Executive Order No. GA-08 regarding the conduct of persons/people and schools:

- 1. Every person shall avoid social gatherings of more than 10 people.
- 2. People shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors; provided, however, that the use of drive-thru, pickup, or delivery options is allowed and highly encouraged.
- 3. People shall not visit nursing homes or retirement or long-term care facilities unless to provide critical assistance.
- 4. Schools shall temporarily close.

SECTION 10. This Declaration hereby incorporates Collin County Judge Chris Hill's Order of March 24, 2020 and finds it consistent herewith in all respects.

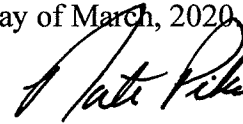
SECTION 11. This declaration hereby authorizes the use of all lawfully available enforcement tools.

SECTION 12. Any person, firm or corporation violating any of the provisions of this Declaration commits an offense, punishable by a fine up to \$1000.00, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 13. This ordinance shall take effect in accordance with Section 7 above.

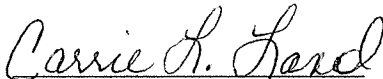
SECTION 14. All questions of interpretation of definitions and provisions of this ordinance shall be decided by the Mayor unless overruled by a majority of the City Council.

APPROVED, DECLARED AND ORDERED this 26th day of March, 2020.



Nate Pike, Mayor

ATTEST:


Carrie L. Land, City Secretary



CITY OF ANNA, TEXAS

ORDINANCE NO. 848-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS EXTENDING COVID-19 DECLARATION OF DISASTER AND PUBLIC HEALTH EMERGENCY; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, United States nationals were transported from Wuhan City, China to several secure locations within the United States identified by the Centers for Disease Control and Prevention (CDC), including military bases in Texas, in order to ensure the health and wellbeing of those persons; and

WHEREAS, on February 7, 2020, 91 Americans evacuated from Wuhan City, China (Cohort 1) arrived at Texas military bases, with one person diagnosed with the virus and transported to a Texas hospital; and

WHEREAS, on February 17, 2020, the Centers for Disease Control evacuated 144 passengers from a cruise ship docked in Japan (Cohort 2) to a Texas military base; and

WHEREAS, on February 20, 2020, 90 evacuees from Cohort 1 were released from quarantine and returned to their homes; and

WHEREAS, persons in Cohort 2 that have not exhibited symptoms or have tested negative for the virus were originally set to be released from quarantine at a Texas military base on March 2, 2020; and

WHEREAS, as of March 2, 2020 ten (10) persons evacuated to a Texas military hospitals have tested positive for the virus and it is anticipated that the number of persons diagnosed with the virus is likely to increase, as testing for the virus continues; and

WHEREAS, on Saturday, February 29, 2020, one of the persons in Cohort 1 who had tested positive for COVID-19 and subsequently tested negative on two tests was released from quarantine in Texas. However, this person tested positive for the virus on a third test, with results coming in after her release. This person visited a San Antonio mall, ate at its food court, and spent a few hours among other persons, potentially exposing the public to the virus; and

WHEREAS, the person has been returned to quarantine at a Texas military base near San Antonio while the CDC and local health authorities are taking steps to ensure the community is kept safe and the exposure risk is minimized; and

WHEREAS, the identification of "community spread" cases of COVID-19 in the United States has occurred and the virus is no longer limited to travel to China, or contact with travelers who have visited China; and

WHEREAS, the World Health Organization has declared the coronavirus a pandemic and urged aggressive action from all countries to fight it; and

WHEREAS, as of March 13, 2020, United States President Donald Trump declared a national emergency concerning the COVID-19 outbreak; and

WHEREAS, as of March 13, 2020, Governor Greg Abbott declared a state of disaster for Texas over the coronavirus pandemic; and

WHEREAS, as of March 13, 2020, Dallas County declared a state of local emergency due to the COVID-19 pandemic; and

WHEREAS, as of March 16, 2020, County Judge Chris Hill issued a disaster declaration for Collin County, Texas; and

WHEREAS, as of March 18, 2020, the City has reported its first confirmed case positive case of COVID-19 infecting a 54-year-old man; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the mayor is designated as the emergency management director of the City of Anna, and may exercise the powers granted to the governor on an appropriate local scale; and

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources; and

WHEREAS, by a Declaration of Disaster and Public Health Emergency, the Mayor may declare all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, pursuant to the authority granted under the Texas Disaster Act of 1975, the Mayor authorized the use of all available resources of state government and political subdivisions to assist in the City's response to this situation; and

WHEREAS, on the 17th day of March, 2020, the Mayor determined that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19, and issued a proclamation declaring a disaster for the City of Anna;

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist, and the time at which they may abate cannot be predicted at this time; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision; and

WHEREAS, the City Council of Anna has investigated and determined that good governance of the municipality and the protection of the public health, safety, and welfare necessitates the continuation and renewal of the Mayor's declaration of a local state of disaster;

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

1. Pursuant to §418.108(a)-(b) of the Texas Government Code, the local state of disaster proclaimed for the City of Anna by the Mayor on the 17th day of March 2020 ("Declaration") shall continue until terminated by order of the City Council.
2. Pursuant to §418.108(c) of the Government Code, the continuation of the Declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
3. Pursuant to §418.108(d) of the Government Code, the Declaration of a local state of disaster and public health emergency activates the City of Anna's emergency management plan.
4. Pursuant to §418.020(d) of the Government Code, the Declaration authorizes the City to commandeer or use any private property, temporarily acquire, by lease or other means, sites required for temporary housing units or emergency shelters for evacuees, subject to compensation requirements.
5. Pursuant to §122.006 of the Health and Safety Code, the Declaration authorizes the City to take any actions necessary to promote health and suppress disease, including quarantine, examining and regulating hospitals, regulating ingress and egress from the City, and fining those who do not comply with the City's rules.
6. Pursuant to the statutory authority cited above, the City Council declares that ingress into and travel through the City of Anna from any persons that have been quarantined in a facility for treatment of COVID-19 is not permitted without the written permission of the Mayor. No previously quarantined person shall be permitted to enter the City of Anna until further notice. Any persons in the City confirmed to be infected with the COVID-19 virus must be treated in a medical facility or self-quarantine in their home. The household members of any such infected persons who have been exposed to the infected person must self-quarantine in their home.
7. Consistent with guidance from Collin County and the Centers for Disease Control and Prevention, this declaration hereby limits the size of gatherings to not more than 10 people, and no such gatherings shall be held in any area subject to regulation by the City of Anna until further notice. A "gathering" refers generally to a scheduled event or common endeavor where more than 10 persons are present in a confined space or area.
8. The Mayor may take additional appropriate and legal actions and/or delegate to City officers authority to take appropriate and legal actions to protect the public health and safety in response to the COVID-19 virus pandemic including but not limited to:
 - a. closing or restricting access to city facilities;
 - b. revising occupant load numbers for city public facilities;

- c. revising, suspending or deferring fees;
 - d. amending the personnel policies and procedures with regard to leave provisions for quarantined/diagnosed staff, and other personnel matters;
 - e. rescheduling or reducing City Council and other public meetings; and
 - f. suspending or modifying any City-adopted rules or regulations.
9. The Governor of the State of Texas has issued executive orders including the following, which are incorporated herein by reference as mandatory provisions:
- a. Order No. 1: In accordance with the Guidelines from the President and the CDC, every person in Texas shall avoid social gatherings in groups of more than 10 people.
 - b. Order No. 2: In accordance with the Guidelines from the President and the CDC, people shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms or massage parlors; provided, however, that the use of drive-thru, pickup, or delivery options is allowed and highly encouraged throughout the limited duration of this executive order.
 - c. Order No. 3: In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes or retirement or long-term care facilities unless to provide critical assistance.
 - d. Order No. 4: In accordance with the Guidelines from the President and the CDC, schools shall temporarily close.
10. In the event that the Governor of the State of Texas, the Collin County Judge, the Collin County Commissioners Court, or the Collin County Health Authority (collectively, "Ordering Authority") issues or promulgates any additional proclamations, executive orders, or other orders or measures regarding the novel coronavirus (COVID-19) or matters relating thereto (collectively "COVID-19 Orders"), those COVID-19 Orders shall be deemed to have been approved and adopted by the City Council as if set forth verbatim herein and shall respectively take effect and be enforceable as of the effective dates and/or times established by any such Ordering Authority and the City may enforce such COVID-19 Orders through any and all lawful means.
11. This ordinance is passed as an emergency measure and this declaration of disaster and public health emergency shall expire and cease as of April 14, 2020 at midnight unless extended further by the City Council; provided, however, that if the declaration of disaster of the Governor of the State of Texas regarding the COVID-19 outbreak expires before April, 14, 2020 at midnight then this ordinance and declaration shall expire simultaneously with the Governor's declaration.
12. **Penalty.** Any person violating any of the provisions or terms of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed the sum of \$1,000.00 or a lesser amount if limited by state law for each offense, and each and every day such violation shall continue be deemed to constitute a separate offense. Allegation and evidence of a culpable mental state is not required for proof of any offense defined by this ordinance.
13. **Savings, Severability and Repealing Clauses.** All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. Cross-references in other parts, articles or sections of the Anna Code which make reference to previous enactments carrying the same designation as any section amended by this ordinance shall be construed as referencing whichever currently effective provision best preserves the original intent and effect of the cross-reference. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares

that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

14. **Publication.** This emergency ordinance shall be in full force and effect immediately, and the City Secretary is hereby directed to publish the caption hereof.

APPROVED AND ADOPTED BY THE CITY OF ANNA, TEXAS, this 24th day of March 2020.

ATTEST:

Carrie L. Land
Carrie L. Land, City Secretary



Nate Pike
Nate Pike, Mayor



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Dean Habel

AGENDA ITEM:

Swearing in of New Assistant Police Chief, Phillip Foxall
(Police Chief Dean Habel)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Created/Initiated - 3/4/2021



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Carrie Land

AGENDA ITEM:

Approve Council Meeting Minutes for February 9, 2021, February 16, 2021 and February 23, 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. CCmin20210209 DRAFT
2. CCmin20210216 DRAFT
3. CCmin20210223 DRAFT

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 3/4/2021
Final Approval - 3/4/2021

**Regular City Council Meeting
Meeting Minutes**



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 met 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.

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

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

All Council Members were present.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

The following Neighbors were displeased and spoke with regards to the Diversity and Inclusion Advisory Commission's newsletter:

Angel Krone
Louis Musmeci
Sinisa Slavnic
Judith Waldrop
Julie Coleman
Gina Ottavio

Andrew Michrina spoke with regard to the proposed Bond Program.

Kelly Patterson - Herndon's comments were read into the record:

"My name is Kelly Patterson-Herndon and I live in the Northpointe Crossing Community. I would like to speak on consent item 6b in regards to the EMS Contract. Looking at Exhibit A, I have a few questions. Why is the annual cost for Anna \$122,140.14 and Princeton is \$117,910.78? Princeton is roughly 10 miles bigger. The population total for Princeton is 18,072 with a percentage of 16.70% but Anna is 15,980 at 17.30%? And lastly, why is the county cost so different? The county pays \$16,354.11 for Anna and \$38,714.26 for Princeton. That's a difference of \$22,360.15. Melissa has an

annual cost of \$93,461.95 and the county cost is \$21,779.48 and Melissa's population total is even less than Anna's. Are these numbers accurate and where were they taken from? And WHY are we paying so much more and getting less contribution from the county?"

Tom Plunkett comments were read into the record:

"1. Thank you to the staff and council members who met with me for several hours Since December on this Bond.

2. I am for the discussion with bond to include the library, meeting space, roads, and fire station. Yet the fire station and roads I was told by the city was about \$10 million. Per your last discussion the library is \$22 million Based on talking to other cities for the space you have requested and to complete everything inside I was informed \$22 million was too high.

3. The 3rd prop was originally the sports complex until a for profit made it known they are building a multiple million dollar complex the city then turned to parks and rec. I feel they should of just dropped this all together. I think this project can wait so tax rate will not be raised.

Overall, the original plan was \$28 to \$30 million would not raise the rate. Now its \$58 million. By the council approving this and putting it on the ballot would tell the citizens you are ok with raising the tax rate when the city has not raised the rate for years in a hard-financial time.

As for the survey I spoke to over 50 people and they did not know anything about a survey, plus they did not know the rate would go up. I encourage you really let the citizens know the rate will go if all 3 items are approved let them know in their water bill.

Furthermore, based on \$58 million is about \$115 per person for a \$250k home.

Per the Collin County elections office you have until Feb 22nd to change the wording for the bond after you meet the Feb 12th deadline to say you want a bond.

I request consideration for \$30 million worth of items, no increase of the rate. Then in a few years ask for more. Overall there has been a few thousand people lose their jobs in Anna, hundreds are delinquent in their HOA dues, and after a bad year financially Anna citizens are hurting.

Putting all of this on the bond to see what the citizens will approve is not the right course of action in my opinion. neither is raising the tax rate or putting it on a bond when we all know bonds get approved most of the time by citizens."

4. **Work Session.**

- a. Director of Public Works discussed creating a Street Naming Policy for the City of Anna. 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 item provided 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.

5. **Reports.**

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

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.

6. **Consent Items.**

Consent Items 6. b., c., and l. were removed for individual action.

MOTION: Council Member Miller moved to approve Consent Items a., d. - k. and m. Council Member Toten seconded. Motion carried 7-0.

- 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)

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

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

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

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

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.

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).

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

- 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)

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 its bidding process.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING

PARTICIPATION IN THE NORTH TEXAS COUNCIL OF GOVERNMENTS'
NORTH TEXAS SHARE PROGRAM

- 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)

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.

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

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

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.

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

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

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.

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

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

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.

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

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

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.

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

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

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-C1).

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.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A

PRELIMINARY PLAT FOR ONE ANNA TWO ADDITION, BLOCK B,
LOTS 1 & 2.

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

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.

Item was postponed to after Closed Session.

MOTION: Council Member Miller moved to approve. Council Member Vollmer seconded. Motion carried 5-2. Carver and Toten opposed.

- 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.)

This item is for 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.

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)

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.

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.

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

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

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

ORDINANCE CALLING A BOND ELECTION

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

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

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

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body

under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). 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).

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

Mayor Pike recessed the meeting at 8:02 PM.

Mayor Pike reconvened the meeting at 10:24 PM.

Council returned to Consent Item 6.I. for consideration.

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.

Mayor Pike adjourned the meeting at 10:25 PM.

- 10. **Adjourn.**

Approved on March 9, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land

MINUTES

**City Council Meeting
Tuesday, February 16, 2021 @ 11:00 AM
EMERGENCY MEETING
Anna Fire Station
305 S. Powell Parkway, Anna, Texas 75409**

The City Council of the City of Anna met in an emergency meeting at 11:00 AM, on February 16, 2021 at the Anna Fire Station, Located at 305 South Powell Parkway (Hwy 5), to consider the following items.

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

Mayor Pike called the meeting to order at 11:00 AM.
Present were Mayor Pike, Council Members Ussery, Miller and Carver.

2. **Neighbor Comments.**

No Comments.

3. **Reports.**

a. Discussion of State of Disaster/Emergency related to weather event.

Staff updated Council on the water supply and road conditions.

4. **Items For Individual Consideration.**

a. Consider/Discuss/Action on procurement of supplies related to the State of Emergency.

No action taken.

5. **Adjourn.**

Approved on March 9, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land

**Regular City Council Meeting
Meeting Minutes**



Tuesday, February 23, 2021 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on February 23, 2021 at the Anna ISD Board Room, 201 E. 7th Street, to consider the following items.

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

Mayor Called the meeting to order at 6:30 PM.

2. Invocation and Pledge of Allegiance.

Council Member Carver led the Invocation.

Mayor Pike led the Pledge of Allegiance.

3. Neighbor Comments.

Neighbor's were displeased and spoke against the Diversity and Inclusion Advisory Commission newsletter:

Keith Kntuge
Elizabeth Knapp
Liz James
Gina Ottavio

4. Reports.

a. Legislative Update

On February 11, 2021, the City Manager attended a meeting where Bennett Sandlin, the TML Executive Director, provided a detailed update on several current initiatives being considered by the Texas State Legislature in the current session, that are of grave concern to cities throughout the State, North-Texas and the City of Anna.

b. Process for Communications from Advisory Boards

The process will be as follows: all newsletters and updates from our advisory boards that are intended to share progress on the activities of the boards for our neighbors, will be reviewed by all members of the participating advisory board. This will assure that the communication that goes out is a unified and productive message from the board as a whole. In addition, the Mayor, Mayor Pro-Tem, and Deputy Mayor Pro-Tem will be provided the communication for final sign-off before its City-wide distribution. Staff will provide a third review prior if it is to be posted on the City's webpage and specifically on the board's dedicated page.

This three-layered approach to review all advisory board communications, whether in the form of a newsletter or message, will promote a unified and consistent message for our community. This process-based solution will resolve any content-based issues.

c. DEEP FREEZE UPDATE

Presentations from Public Works, Police, Fire, and City Manager's Office were provided identifying recovery plans, recognition of efforts, and related discussions.

5. **Consent Items.**

Consent Items e. and f. were removed.

MOTION: Council Member Miller moved to approve Consent Items a. - d. Council Member Vollmer seconded. Motion carried 7-0.

- a. Approve Police department report on 2020 racial profiling data that will be submitted to the Texas Commission on Law Enforcement (TCOLE). (Police Chief Dean Habel)

Police department report on 2020 racial profiling data that will be submitted to the Texas Commission on Law Enforcement (TCOLE).

- b. Review minutes of the January 7, 2021 Joint Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)
- c. Approve a Resolution approving a one-year extension of the primary depository bank services contract with Independent Bank. (Finance Director Alan Guard)

In 2018, the City of Anna solicited Requests for Proposals for primary depository banking services in accordance with Chapter 105 (the "Depositories for Municipal Funds" Act) of the Texas Local Government Code. The City Council approved Resolution 2018-03-421 on March 27, 2018, awarding the contract to

Independent Bank.

The contract was for an initial period of two years. It also allows for three one-year extensions of the agreement. Staff has been satisfied with the services provided by Independent Bank and recommends the City exercise the second of the three possible extensions.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ONE-YEAR EXTENSION OF THE PRIMARY DEPOSITORY BANK SERVICES CONTRACT TO INDEPENDENT BANK.

- d. Approve a Resolution approving a Medical Director Services Agreement with Questcare Medical Services, PLLC, in support of EMS services (Fire Chief Ray Isom).

Questcare Medical Services is the fire department's preferred medical control provider for ambulance transport purposes. This contract is a required step in the process of placing Anna Fire Department's new ambulance into service. A Medical Control physician must be in place before hospital transports can be conducted. This establishes the required services and also enables further EMS operations and expansion within the fire department.

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. The related billing agreement was approved at the previous Council meeting.

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

FINANCIAL IMPACT: \$24,000 for 12 months (3/1/2021 - 2/28/2022)

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING A MEDICAL DIRECTOR SERVICES AGREEMENT WITH QUESTCARE MEDICAL SERVICES, PLLC IN SUPPORT OF EMS SERVICES.

- e. Approve Resolution Determining Cost of Authorized Improvements with Preliminary SAP and Setting Levy and Assessment Hearing Date for Sherley Tract Public Improvement District.

MOTION: Council Member Miller moved to take no action on 5.e. and 5.f.
Council Member Vollmer seconded. Motion carried 7-0.

- f. Approve Resolution Setting Public Hearing to Create a TIRZ to encompass the Sherley Tract Public Improvement District PID property.

MOTION: Council Member Miller moved to take no action on 5.e. and 5.f.
Council Member Vollmer seconded. Motion carried 7-0.

6. **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).
- 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.

- 7. 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.

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

Mayor Pike recessed the meeting at 8:13 PM.

Mayor Pike reconvened the meeting at 10:32 PM.

8. **Adjourn.**

Mayor Pike adjourned the meeting at 10:34 PM.

Approved on March 9, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Review minutes of the February 1, 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:
Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 02-01-2021 PZ Minutes

APPROVALS:

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

Created/Initiated - 3/2/2021
Approved - 3/3/2021
Final Approval - 3/4/2021

**MINUTES
PLANNING AND ZONING COMMISSION
FEBRUARY 1, 2021**

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on February 1, 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 7:04 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. Councilman Stan Carver was also in attendance.

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.

4. Location Map

Consent Items

Consent items 7, 9, and 12 were removed from the Consent agenda.

A motion was made by Commissioner Barton seconded by Commissioner Grady to recommend approval of consent items 1 - 6, 8, 10, and 11. The vote was unanimous.

5. Consider/Discuss/Action to approve minutes of the January 4, 2021 Planning and Zoning Commission meeting.

6. Consider/Discuss/Action on a recommendation regarding the Golden Estates, Block A, Lot 1, development plat. Applicant: David Surdukan, Surdukan Surveying.

7. Consider/Discuss/Action on a recommendation regarding the Ornelas Place, Block A, Lot 1, development plat. Applicant: David Surdukan, Surdukan Surveying.
Commissioner Henke asked for clarification about the driveway of the property due to it being a long, narrow lot.

Mr. Altobelli responded that due to its location within the extraterritorial jurisdiction, the city has limited authority for the driveway standards.

A motion was made by Commissioner Henke seconded by Commissioner Hayes to recommend approval of the development plat. The vote was unanimous.

8. Consider/Discuss/Action on a recommendation regarding the Anna 455 Addition, Block A, Lot 4, final plat. Applicant: Jonathan Kerby, Kimley-Horn & Associates.
9. Consider/Discuss/Action on a recommendation regarding the Anna 455 Addition, Block A, Lot 4, site plan. Applicant: Jonathan Kerby, Kimley-Horn & Associates.

Commissioner Barton quoted recommended standards for ADA parking spaces which states the parking space for a van should be on the left of the access aisle.

Commissioner Henke asked about the large size of the striped area and lack of landscaping on a portion of the property.

Mr. Altobelli stated that the site plan is in conformance of the landscaping requirements and in speaking with the applicant that area is intended to be a loading zone for the business.

A motion was made by Commissioner Barton seconded by Commissioner Thomas to recommend approval of the site plan with modification that the ADA van space be on the left side of the access aisle. The vote was unanimous.

10. Consider/Discuss/Action on a recommendation regarding the Willow Creek Addition, Phase 1B, Block G, Lot 2R, preliminary replat. Applicant: Jonathan Hake, Cross Engineering Consultants, Inc.
11. Consider/Discuss/Action on a recommendation regarding the One Anna Two Addition, Block B, Lots 1 & 2, preliminary plat. Applicant: Anthony Loeffel, Kimley-Horn & Associates.
12. Consider/Discuss/Action on a recommendation regarding the Anacapri, Phase 1A, 1B, 2, & 3, preliminary plat. Applicant: Hayden Moses, Peloton Land Solutions.

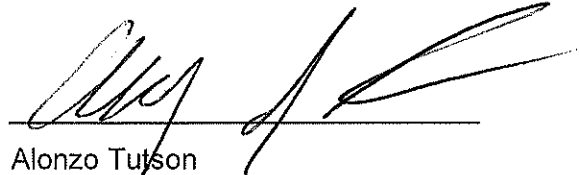
Chairman Tutson wanted to ensure that the applicants were in track with the recommendations made by the Planning & Zoning Commission during the zoning request for this property, specifically in regard to the Hike & Bike trail and food truck park.

Mr. Altobelli stated that this preliminary plat is only showing the proposed easements and lot layout and does not get into the details such as the sidewalks. The next step in the development process, the engineering civil plan review which shows these details, will be reviewed and approved by staff. The final plat for single-family subdivisions as well as site plans and final plats for commercial and multiple-family developments will come back before the Commission.

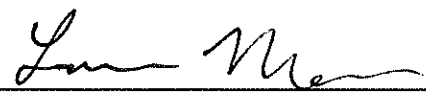
A motion was made by Chairman Tutson seconded by Commissioner Hayes to recommend approval of the development plat. The vote was unanimous.

Adjourn

A motion was made by Commissioner Thomas seconded by Commissioner Grady to adjourn the meeting. The vote was unanimous. The meeting adjourned at 7:20 p.m.



Alonzo Tutson
Planning and Zoning Commission Chairman

ATTEST: 



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution to correct a scrivener's error on Resolution No. 2020-09-791.
(Director of Development Services Ross Altobelli)

SUMMARY:

The September 8, 2020 City Council packet contained a resolution (Resolution No. 2020-09-791) associated with the preliminary plat for the Villages of Hurricane Creek - North which contained scrivener's error.

The scrivener's error referenced the plat as "Revised" and identified the incorrect zoning information for the property.

This revised resolution has been amended to correct the errors.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval for this item.

ATTACHMENTS:

1. RESOLUTION - (PP) The Villages of Hurricane Creek - North REVISED
2. Exhibit A (PP) Villages of Hurricane Creek North

APPROVALS:

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

Created/Initiated - 3/4/2021
Approved - 3/4/2021
Final Approval - 3/4/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS CORRECTING RESOLUTION NO. 2020-09-791 AND APPROVING A PRELIMINARY PLAT FOR THE VILLAGES OF HURRICANE CREEK - NORTH.

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 the Anna City Code of Ordinances ("Subdivision Regulations"); and

WHEREAS, Jay Reissig, Peloton Land Solutions, has submitted an application for the approval of the Preliminary Plat for The Villages of Hurricane Creek - North; and

WHEREAS, The Preliminary Plat of The Villages of Hurricane Creek – North conforms to the Concept Plan of Subdivision Improvement Agreement Resolution No. 2020-06-733 & Planned Development-860-2020;

WHEREAS, The applicant requests a waiver from the regulations for block length exceeding 1,200 feet for Northpark Drive and Lake Hills Drive;

WHEREAS, The applicant requests a waiver from the regulations for a cul-de-sac length exceeding 600 feet for Autumnwood Drive;

WHEREAS, Resolution No. 2020-09-791 approving the above-referenced preliminary plat incorrectly reference said plat as a "Revised" and contains other minor errors; and

WHEREAS, The purpose of the this resolution is to correct the above-referenced errors;

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 and ratifies its September 8, 2020 approval of the Preliminary Plat for The Villages of Hurricane Creek - North attached hereto as Exhibit A; provided, however, that to the extent of any conflict between this resolution and Resolution 2020-09-791 this resolution shall govern in order to correct the errors in Resolution 2020-09-791.

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

ATTEST:

City Secretary, Carrie L. Land

APPROVED:

Mayor, Nate Pike

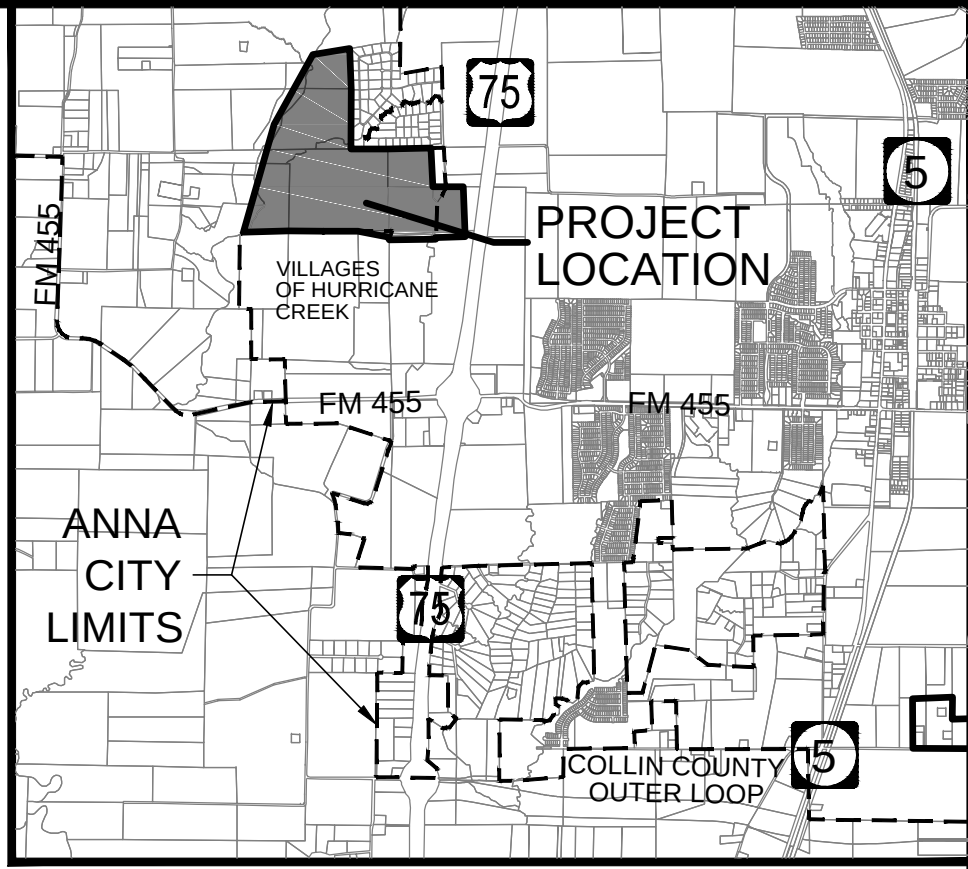
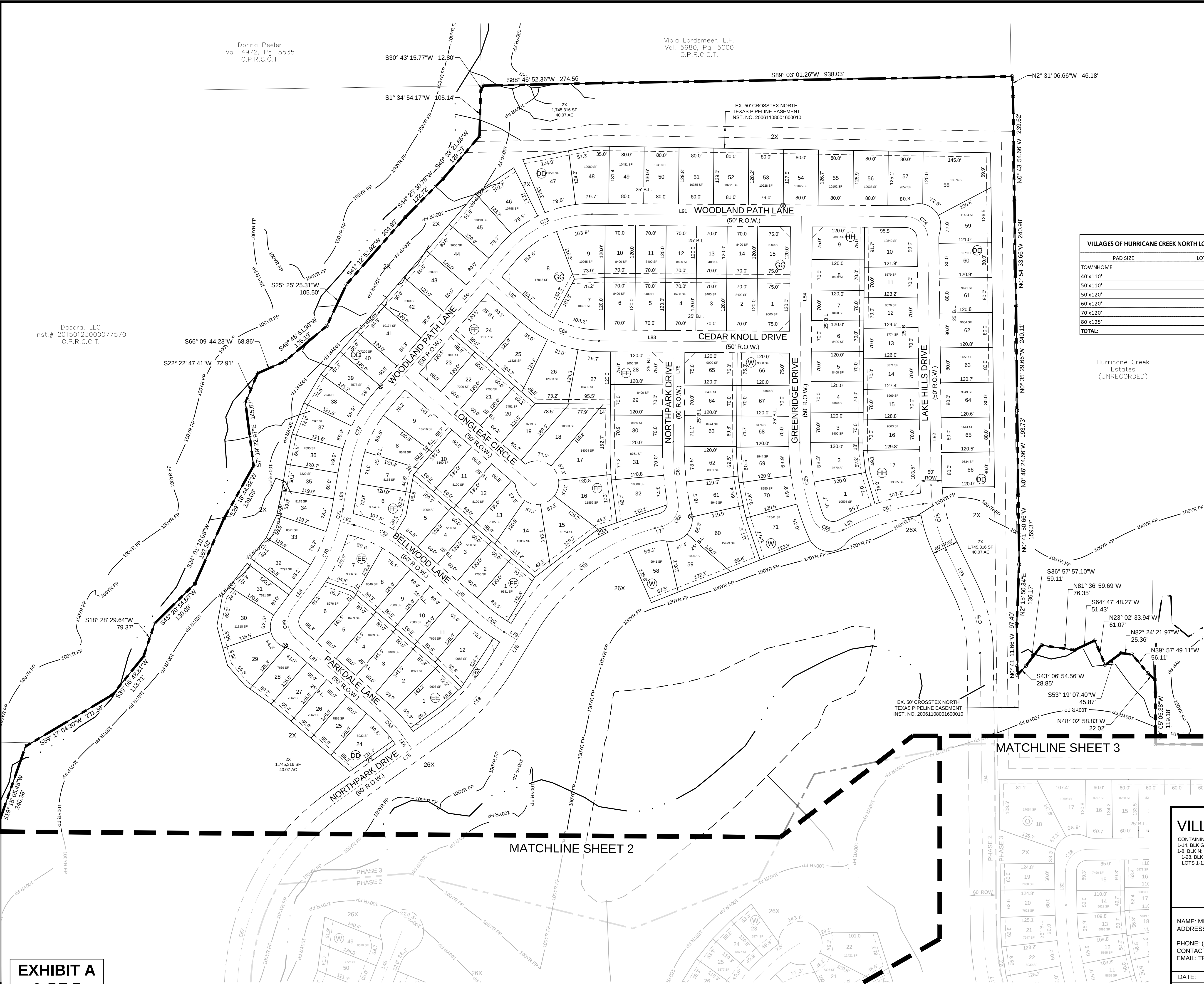
Drawing: J:\3042\CEM8000_Site\Shelley_205_Arch\Master_DWG_Endorsement\Primary\Plat\CEM8000-CP.PLT
Last Saved: 08/02/2020 1:05 PM
User: JRG
Plot Date: 08/02/2020 1:05 PM

EXHIBIT A
1 OF 7

Dasara, LLC
Inst. # 20150123000077570
O.P.R.C.C.T.

Donna Peeler
Vol. 4972, Pg. 5535
O.P.R.C.C.T.

Viola Lordsmeer, L.P.
Vol. 5680, Pg. 5000
O.P.R.C.C.T.

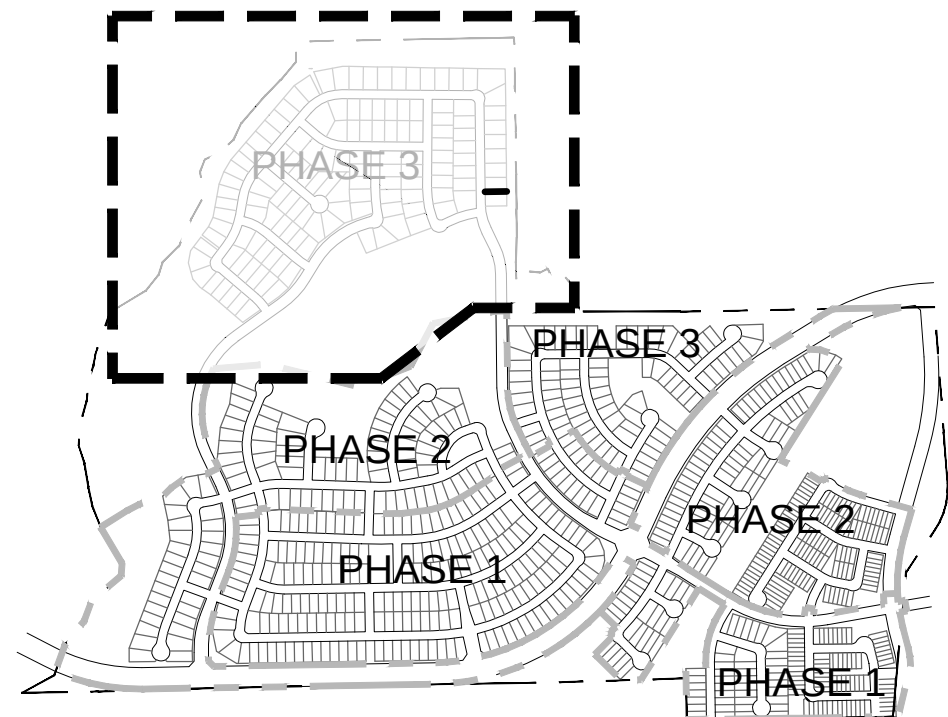


0 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY LINE
- PHASE BOUNDARY LINE
- 100' YR FLOODPLAIN BOUNDARY
- 5' PRIVATE WALL
- MAINTENANCE EASEMENT
- PROPOSED LOCATION OF MAIL KIOSKS
- EXISTING ELECTRICAL TOWERS

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN PER FIRM PANEL # 48085C01553, DATED JUNE 2, 2009.
 - ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG PRAIRIE RIDGE BOULEVARD AND COUNTY ROAD 506 WHERE THEY WILL BE 25'x25'.
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG PRAIRIE RIDGE BOULEVARD WHERE THEY WILL BE 50'.
 - ALL REAR YARD BUILDING LINE SETBACKS ARE 10' 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.



KEY MAP
N.T.S.

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

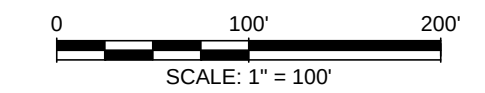
APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

VILLAGES OF HURRICANE CREEK, NORTH

CONTAINING LOTS 1-8, BLK A; LOTS 1-15, BLK B; LOTS 1-21, BLK C; LOTS 1-53, BLK D; LOTS 1-7, BLK E; LOTS 1-30, BLK F; LOTS 1-14, BLK G; LOTS 1-14, BLK H; LOTS 1-24, BLK I; LOTS 1-30, BLK J; LOTS 1-27, BLK K; LOTS 1-53, BLK L; LOTS 1-19, BLK M; LOTS 1-8, BLK N; LOTS 1-23, BLK O; LOTS 1-30, BLK P; LOTS 1-28, BLK Q; LOTS 1-12, BLK R; LOTS 1-25, BLK S; LOTS 1-23, BLK T; LOTS 1-28, BLK U; LOTS 1-26, BLK V; LOTS 1-71, BLK W; LOTS 1-19, BLK X; LOTS 1-22, BLK Y; LOTS 1-24, BLK Z; LOTS 1-27, BLK AA; LOTS 1-11, BLK BB; LOTS 1-7, BLK CC; LOTS 1-46, BLK DD; LOTS 1-12, BLK EE; LOTS 1-32, BLK FF; LOTS 1-15, BLK GG; LOTS 1-17, BLK HH; LOTS 1-18, BLK II; 29 X LOTS

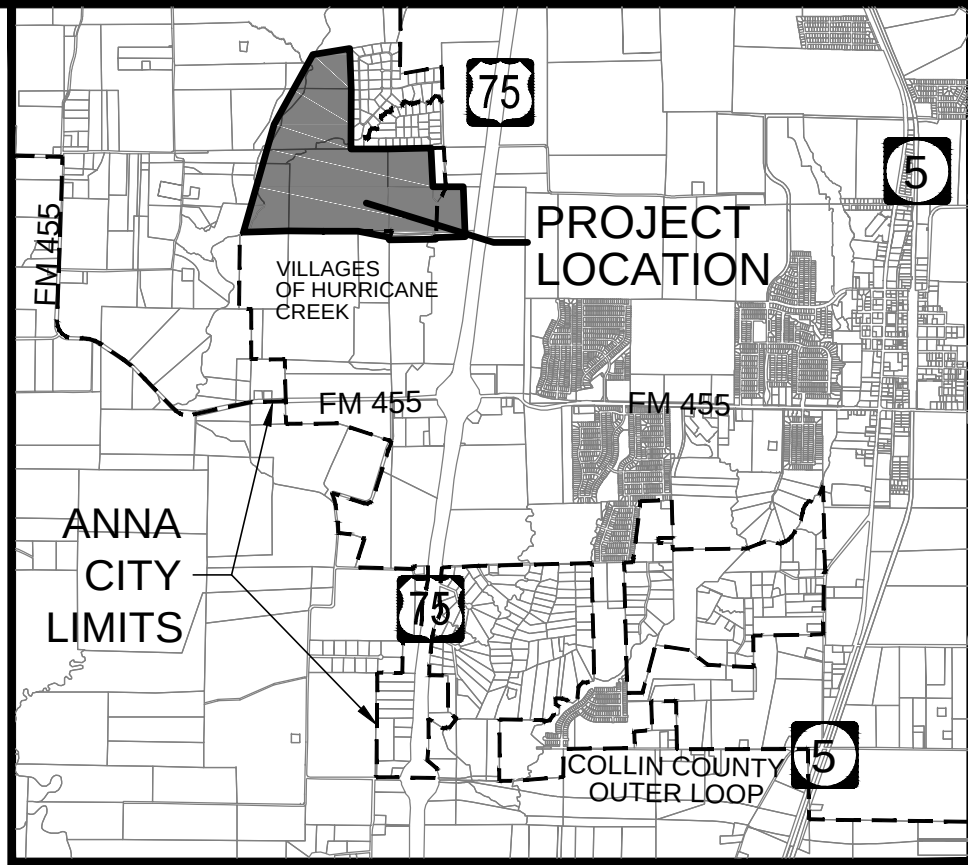
FOR A TOTAL OF 829 RESIDENTIAL LOTS AND 29 OPEN SPACE LOTS.
291.45 ACRES ZONED "SIA RES. NO. 2020-06-733"
& "PD-860-2020"
ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: MM ANNA 325, LLC ADDRESS: 1800 VALLEY VIEW LANE, SUITE #300 FARMERS BRANCH, TEXAS 75234 PHONE: (469) 892-7200 CONTACT: TREVOR KOLLINGER EMAIL: TREVOR@CENTURIONAMERICA.COM		 TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 11000 PRISCO STREET, SUITE 400, PRISCO, TEXAS 75053 PRISCO OFFICE PHONE: (469) 233-8800	
DATE: AUGUST 2020	DESIGNED: BAW	SHEET	
PELOTON PROJECT #: CEN18001	DRAWN: JRG	1 OF 7	
		REVIEWER: XXX	



VILLAGES OF HURRICANE CREEK, NORTH - PRELIMINARY PLAT

EXHIBIT A
4 OF 7

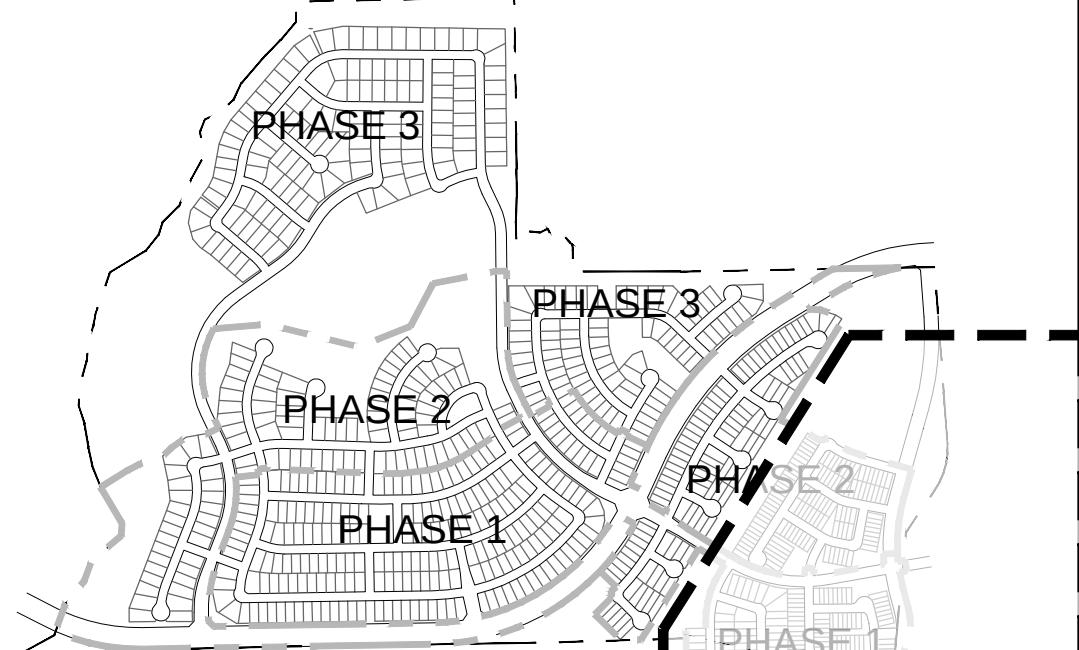


0 100' 200'
SCALE: 1" = 100'

LEGEND

- PROPERTY LINE
- PHASE BOUNDARY LINE
- 100' YR FLOODPLAIN BOUNDARY
- 5' PRIVATE WALL
- MAINTENANCE EASEMENT
- PROPOSED LOCATION OF MAIL KIOSKS
- EXISTING ELECTRICAL TOWERS

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN PER FIRM PANEL # 48085C01553, DATED JUNE 2, 2009.
 - ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG PRAIRIE RIDGE BOULEVARD AND COUNTY ROAD 506 WHERE THEY WILL BE 25'x25'.
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG PRAIRIE RIDGE BOULEVARD WHERE THEY WILL BE 50'.
 - ALL REAR YARD BUILDING LINE SETBACKS ARE 10' 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.



KEY MAP
N.T.S.

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

APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

A PRELIMINARY PLAT FOR
VILLAGES OF HURRICANE CREEK, NORTH

CONTAINING LOTS 1-8, BLK A; LOTS 1-15, BLK B; LOTS 1-21, BLK C; LOTS 1-53, BLK D; LOTS 1-7, BLK E; LOTS 1-30, BLK F; LOTS 1-14, BLK G; LOTS 1-14, BLK H; LOTS 1-24, BLK I; LOTS 1-30, BLK J; LOTS 1-27, BLK K; LOTS 1-53, BLK L; LOTS 1-19, BLK M; LOTS 1-8, BLK N; LOTS 1-23, BLK O; LOTS 1-30, BLK P; LOTS 1-28, BLK Q; LOTS 1-12, BLK R; LOTS 1-25, BLK S; LOTS 1-23, BLK T; LOTS 1-28, BLK U; LOTS 1-26, BLK V; LOTS 1-71, BLK W; LOTS 1-19, BLK X; LOTS 1-12, BLK Y; LOTS 1-24, BLK Z; LOTS 1-27, BLK AA; LOTS 1-11, BLK BB; LOTS 1-7, BLK CC; LOTS 1-46, BLK DD; LOTS 1-12, BLK EE; LOTS 1-32, BLK FF; LOTS 1-15, BLK GG; LOTS 1-17, BLK HH; LOTS 1-18, BLK II; 29 X LOTS.

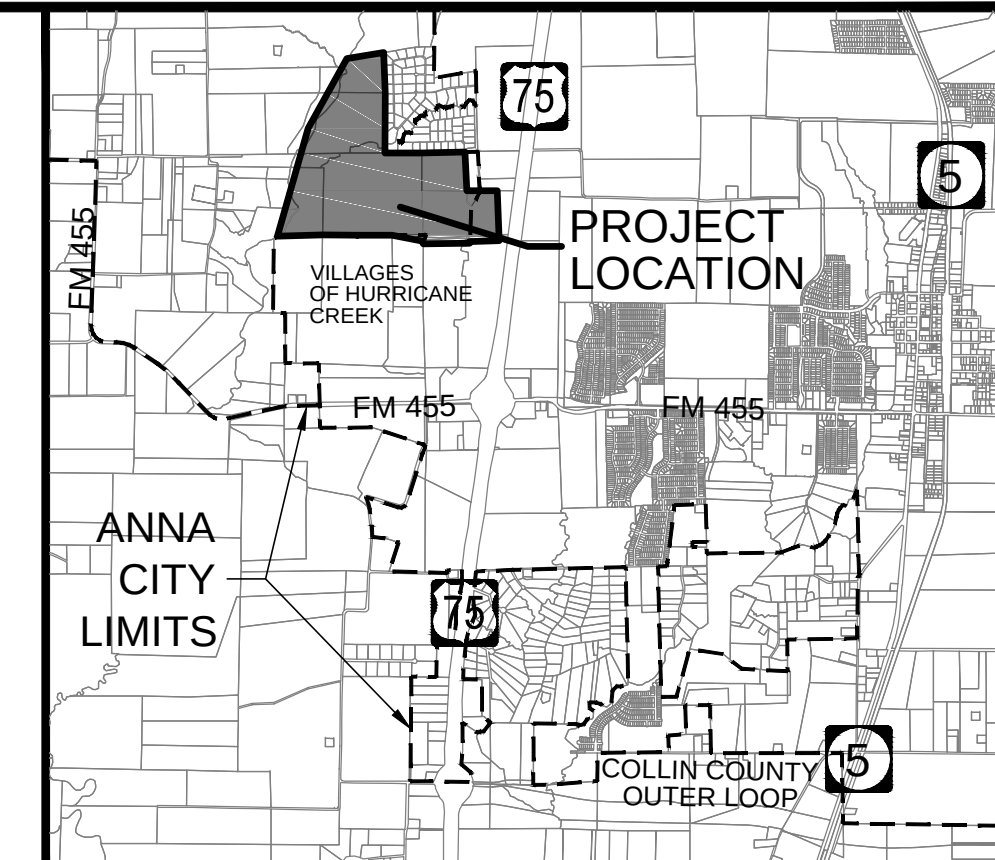
FOR A TOTAL OF 829 RESIDENTIAL LOTS AND 29 OPEN SPACE LOTS.

291.45 ACRES ZONED "SIA RES. NO. 2020-06-733"

& "PD-860-2020"

ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: MM ANNA 325, LLC ADDRESS: 1800 VALLEY VIEW LANE, SUITE #300 FARMERS BRANCH, TEXAS 75234 PHONE: (469) 892-7200 CONTACT: TREVOR KOLLINGER EMAIL: TREVOR@CENTURIONAMERICA.COM		 TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 11000 PRISCO STREET, SUITE 400, FRISCO, TEXAS 75033 FRISCO OFFICE PHONE: (469) 213-1800	
DATE:	AUGUST 2020	DESIGNED: BAW	SHEET
PELTON PROJECT #:	CEN18001	DRAWN: JRG	4 OF 7
		REVIEWER: XXX	



PHONE: (469) 892-7200
CONTACT: TREVOR KOLLINGER

Drawing: J:\304CEN180001_Sherry_205_ArchMaster\Draws_Endorsements\Primary\PRELIMINARY CC-PLAT
Last Saved: 8/16/2020 1:45 PM
Drawing Title: PRELIMINARY CC-PLAT

EXHIBIT A
7 OF 7

DESCRIPTION:
BEING that certain tract of land situated in the J. Kincade Survey, Abstract Number 509, the J. Boyle Survey, Abstract Number 105, the J. Roberts Survey, Abstract Number 760, the J. Ellet Survey, Abstract Number 296, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being all of that land described in deed to MM Anna 325, LLC Tract 1 recorded in Instrument Number 20190411000386110 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod found for the most southerly line of said MM Anna 325, LLC Tract 1 and being in the north line of that tract of land described in deed to CADG Hurricane Creek, LLC Tract 2 recorded in Instrument Number 201505290000631020 of said O.P.R.C.C.T.;
THENCE N 00° 42' 12" W, 232.26 feet to a 1/2 inch iron rod found;

THENCE S 88° 18' 50" W, 793.96 feet to a 3/8 inch iron rod found for the south line of said MM Anna 325, LLC Tract 1 and being in the northeast corner said CADG Hurricane Creek LLC (Tract 1);

THENCE along the common line between said MM Anna 325, LLC Tract 1 and said CADG Hurricane Creek LLC (Tract 1) the following bearings and distances:

S 89° 05' 29" W, 1757.67 feet to a 5/8 inch iron rod found;
S 88° 18' 31" W, 742.84 feet to a 1/2 inch iron rod found;
S 88° 59' 33" W, 427.28 feet to a 1/2 inch iron rod stamped "GEER 3288" found;

THENCE departing said CADG Hurricane Creek, LLC Tract 1 along the common line between said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Blue Spruce L.P., recorded in Instrument Number 19940826000793830 of the O.P.R.C.C.T., the following bearings and distances:

N 61° 49' 20" E, 205.61 feet;
N 19° 24' 17" E, 181.73 feet;
N 38° 49' 43" E, 172.63 feet;
N 20° 25' 25" E, 121.13 feet;
N 49° 53' 58" E, 215.37 feet;
N 04° 32' 42" E, 69.40 feet;

THENCE N 30° 41' 24" W, 236.43 feet departing said Blue Spruce L.P. tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Kimberly Powell recorded in Volume 5820 Page 2130 of the O.P.R.C.C.T.;

Thence continuing along said MM Anna 325, LLC Tract 1 and said Kimberly Powell tract the following bearings and distances:

N 21° 14' 27" W, 129.45 feet;
N 11° 58' 09" W, 106.75 feet;
N 09° 26' 49" W, 132.42 feet;
N 17° 32' 12" W, 108.70 feet;

THENCE N 03° 35' 21" E, 118.10 feet departing said Kimberly Powell tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Harrison and Janet Smith recorded in Instrument Number 19920612000392310 of the O.P.R.C.C.T.;

Thence continuing along said MM Anna 325, LLC Tract 1 and said Kimberly Powell tract the following bearings and distances:

N 16° 24' 37" E, 135.67 feet;
N 06° 20' 57" E, 127.72 feet;
N 18° 30' 44" E, 70.24 feet;
N 10° 53' 53" E, 77.78 feet;
N 19° 15' 05" E, 240.38 feet;

THENCE departing said Harrison and Janet Smith tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Dasara, LLC recorded in Instrument Number 20150123000077570 of the O.P.R.C.C.T., the following bearings and distances:

N 59° 17' 04" E, 231.36 feet;
N 39° 06' 49" E, 113.71 feet;
N 18° 28' 30" E, 79.37 feet;
N 45° 20' 55" E, 130.09 feet;
N 24° 01' 10" E, 163.50 feet;
N 29° 16' 45" E, 139.03 feet;
N 07° 19' 23" W, 145.67 feet;
N 22° 22' 47" E, 72.91 feet;
N 66° 09' 44" E, 68.86 feet;
N 49° 46' 52" E, 125.19 feet;
N 25° 25' 25" E, 105.50 feet;
N 41° 12' 53" E, 204.93 feet;
N 44° 25' 31" E, 122.72 feet;
N 40° 33' 22" E, 129.29 feet;
N 01° 34' 54" E, 105.14 feet;

THENCE N 30° 43' 16" E, 12.80 feet departing said Dasara, LLC tract across the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Donna Peeler recorded in Volume 4972 Page 5535 of the O.P.R.C.C.T.;

THENCE departing said Donna Peeler tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Risland Mantua LLC recorded in Instrument Number 20180625000783630 of the O.P.R.C.C.T., the following bearings and distances:

N 88° 46' 52" E, 274.56 feet to a 1/2 inch iron rod stamped "GEER" found;
N 89° 03' 01" E, 938.03 feet to a 1/2 inch iron rod stamped "GEER" found;

THENCE departing said Risland Mantua LLC tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Hurricane Creek Estates (Unrecorded) the following bearings and distances:

S 02° 31' 07" E, 46.18 feet to a 1/2 inch iron rod found;
S 00° 43' 55" E, 239.62 feet to a 1/2 inch iron rod found;
S 00° 54' 34" E, 240.98 feet to a 5/8 inch iron rod found;
S 00° 35' 30" E, 240.11 feet to a 1/2 inch iron rod stamped "GEER" found;
S 00° 46' 25" E, 193.73 feet to a 1/2 inch iron rod stamped "GEER" found;
S 00° 41' 51" E, 159.37 feet to a 1/2 inch iron stamped "GEER" found;
S 02° 15' 50" W, 136.17 feet;
S 00° 41' 12" E, 97.40 feet;
S 00° 41' 12" E, 20.05 feet;
N 43° 06' 55" E, 28.85 feet;

N 36° 57' 57" E, 59.11 feet;
S 81° 37' 00" E, 76.35 feet;
N 64° 47' 48" E, 51.43 feet;
S 23° 02' 34" E, 61.07 feet;
N 53° 19' 07" E, 45.87 feet;
S 82° 24' 22" E, 25.36 feet;
S 39° 57' 49" E, 56.11 feet;
S 48° 02' 59" E, 22.02 feet;

THENCE departing said Hurricane Creek Estates tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in plat to Urban Crossing Block B tract recorded in Instrument Number 2013-568 of the Plat Records, Collin County, Texas (P.R.C.C.T.) the following bearings and distances:

S 02° 04' 20" E, 28.82 feet to a 1/2 inch iron rod stamped "G.M. GEER" found;
S 00° 05' 05" E, 119.18 feet to a 1/2 inch iron rod stamped "G.M. GEER" found;
S 89° 47' 13" E, 602.59 feet to a 1/2 inch iron rod found;
N 88° 59' 00" E, 933.16 feet to a 1/2 inch iron rod stamped "CORWIN" found;
N 88° 55' 42" E, 491.23 feet;

THENCE S 04° 03' 22" E, 703.80 feet departing said Urban Crossing Block B tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Sheikh Alam tract recorded in Volume 4335 Page 955 of the O.P.R.C.C.T. to a 5/8 inch iron rod stamped "PELOTON" found;

THENCE said Sheikh Alam tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to BFB Ana 40 Acres, LLC tract recorded in Instrument Number 20190412000390800 of the O.P.R.C.C.T., the following bearings and distances:

S 88° 44' 00" W, 60.25 feet for the beginning of a curve to the right;
With said curve to the right, having an arc distance of 99.55 feet, through a central angle of 03° 42' 13", having a radius of 1,540.00 feet, and the long chord which bears S 13° 52' 00" E, 99.53 feet;

S 15° 43' 07" W, 512.37 feet for the beginning of a curve to the left;

With said curve to the left, having an arc distance of 473.61 feet, through a central angle of 28° 16' 00", having a radius of 960.00 feet, and the long chord which bears S 01° 35' 07" W, 468.82 feet;

THENCE S 05° 15' 18" W, 533.77 feet to the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and the northeast corner of said CADG Hurricane Creek, LLC Tract 2 to an iron rod found;
THENCE S 89° 04' 42" W, 1,154.08 feet to the POINT OF BEGINNING and containing 288.918 acres or 12,585,251 square feet more or less.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG HURRICANE CREEK, LLC, BEING THE SOLE OWNER DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE, DESCRIBED REAL PROPERTY AS THE VILLAGES OF HURRICANE CREEK NORTH, 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: MM ANNA 325, LLC

BY: _____

STATE OF TEXAS
COUNTY OF COLLIN

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 _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: _____



CERTIFICATION

I, TODD A. BRIDGES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE MAP SHOWN HEREON ACCURATELY REPRESENTS THE DESCRIBED PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION IN xxxxxxxx, 20xx AND THAT ALL CORNERS ARE AS SHOWN.

TODD A. BRIDGES
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4940

"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" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 8/21/2020

A PRELIMINARY PLAT FOR VILLAGES OF HURRICANE CREEK, NORTH		
CONTAINING LOTS 1-8, BLK A; LOTS 1-15, BLK B; LOTS 1-21, BLK C; LOTS 1-53, BLK D; LOTS 1-7, BLK E; LOTS 1-30, BLK F; LOTS 1-14, BLK G; LOTS 1-14, BLK H; LOTS 1-24, BLK I; LOTS 1-30, BLK J; LOTS 1-27, BLK K; LOTS 1-53, BLK L; LOTS 1-19, BLK M; LOTS 1-8, BLK N; LOTS 1-23, BLK O; LOTS 1-30, BLK P; LOTS 1-28, BLK Q; LOTS 1-12, BLK R; LOTS 1-25, BLK S; LOTS 1-23, BLK T; LOTS 1-28, BLK U; LOTS 1-26, BLK V; LOTS 1-71, BLK W; LOTS 1-19, BLK X; LOTS 1-22, BLK Y; LOTS 1-24, BLK Z; LOTS 1-27, BLK AA; LOTS 1-11, BLK BB; LOTS 1-7, BLK CC; LOTS 1-46, BLK DD; LOTS 1-12, BLK EE; LOTS 1-32, BLK FF; LOTS 1-15, BLK GG; LOTS 1-17, BLK HH; LOTS 1-18, BLK II; 29 X LOTS		
FOR A TOTAL OF 829 RESIDENTIAL LOTS AND 29 OPEN SPACE LOTS. 291.45 ACRES ZONED "SIA RES. NO. 2020-06-733" & "PD-860-2020" ANNA, COLLIN COUNTY, TEXAS		
OWNER / DEVELOPER	PLANNER / ENGINEER / SURVEYOR	
NAME: MM ANNA 325, LLC ADDRESS: 1800 VALLEY VIEW LANE, SUITE #300 FARMERS BRANCH, TEXAS 75234 PHONE: (469) 892-7200 CONTACT: TREVOR KOLLINGER EMAIL: TREVOR@CENTURIONAMERICA.COM	 TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 11000 PRISCO STREET, SUITE 400, PRISCO, TEXAS 75033 PRISCO OFFICE PHONE: (469) 233-8800	
DATE: AUGUST 2020	DESIGNED: BAW	SHEET
PELTON PROJECT #: CEN18001	DRAWN: JRG	7 OF 7
	REVIEWER: XXX	

VILLAGES OF HURRICANE CREEK, NORTH - PRELIMINARY PLAT



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the J.P. Harris Addition, Block A, Lot 3, Replat.
(Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the J.P. Harris Addition, Block A, Lot 3, Replat.

Lyle E. Wise has submitted an application for approval of a replat for J.P. Harris Addition, Block A, Lot 3. One lot on 4.2± acres located on the west side of FM 455, 1,700± feet north of Cowan Road. Located within the extraterritorial jurisdiction (ETJ).

The purpose of the Replat is to legally plat a tract of land that was subdivided via metes and bounds.

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 - (RP) JP Harris Addn, BL A, Lt 3

3. Exhibit A

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

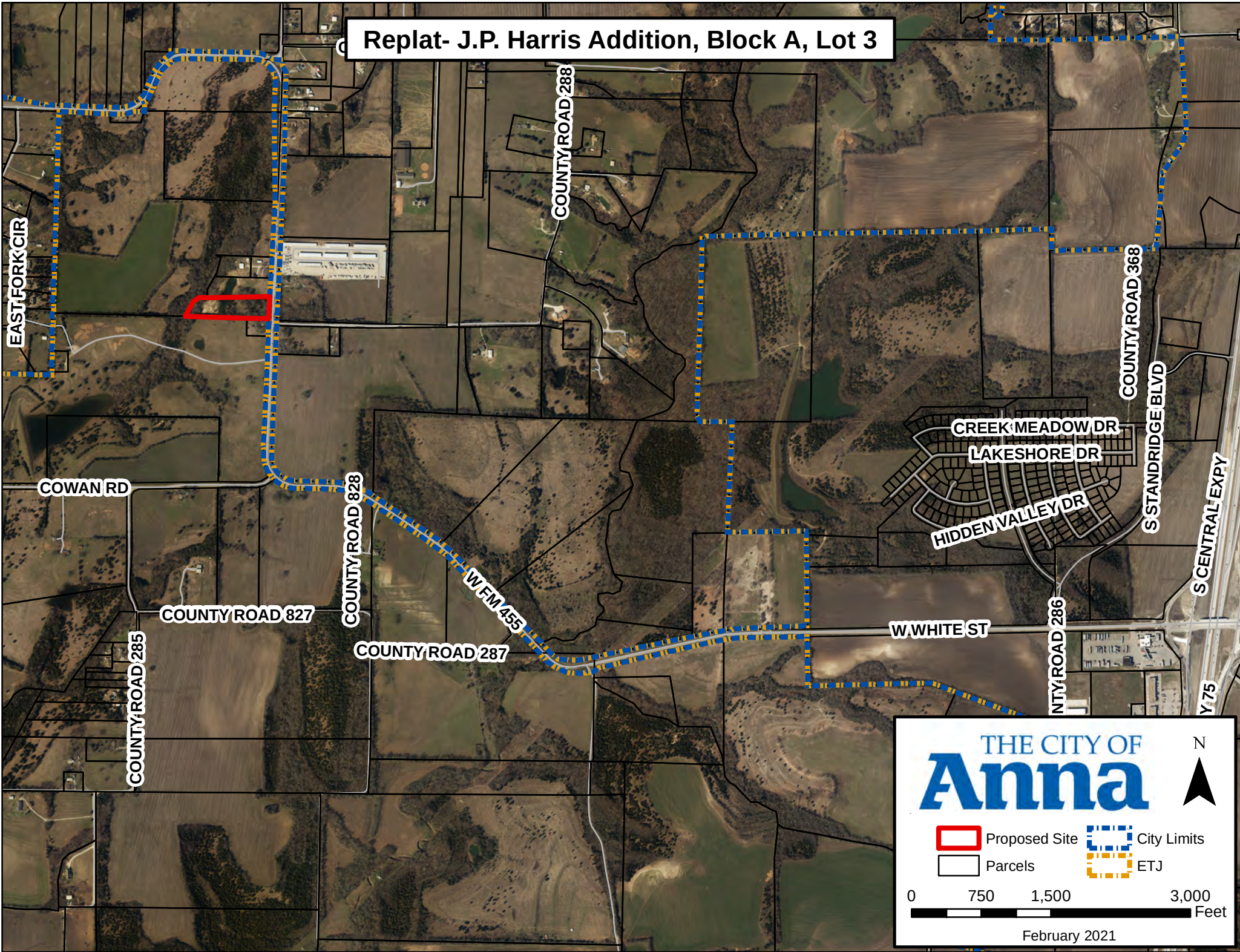
Jim Proce, City Manager

Created/Initiated - 3/3/2021

Approved - 3/3/2021

Final Approval - 3/4/2021

Replat- J.P. Harris Addition, Block A, Lot 3



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING J.P. HARRIS ADDITION, BLOCK A, LOT 3, REPLAT

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

WHEREAS, Lyle Wise, has submitted an application for the approval of the J.P. Harris Addition, Block A, Lot 3, Replat.

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 J.P. Harris Addition, Block A, Lot 3, Replat attached hereto as Exhibit A.

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

ATTEST:

APPROVED:

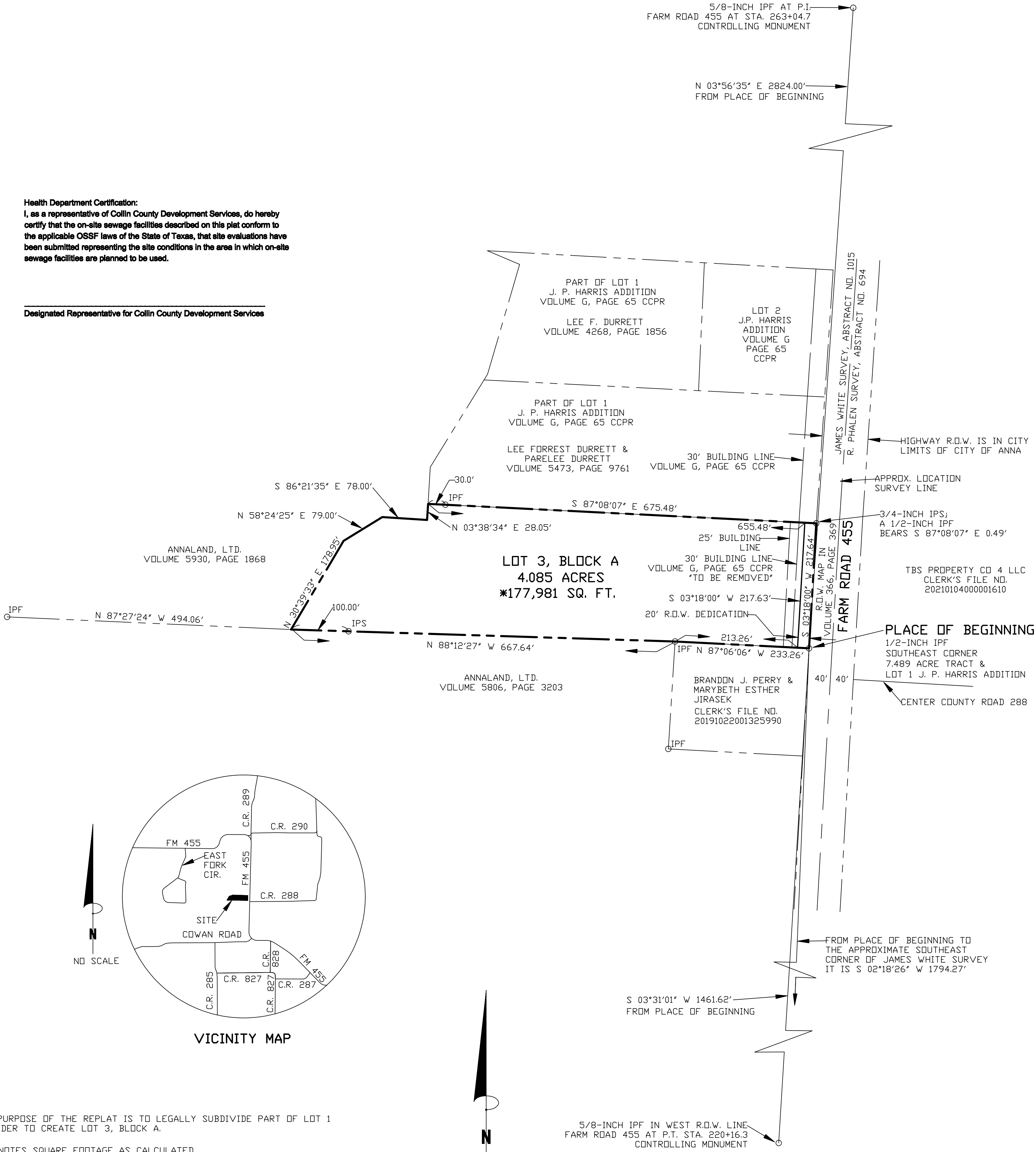
City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A

Health Department Certification:
I, as a representative of Collin County Development Services, do hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Designated Representative for Collin County Development Services

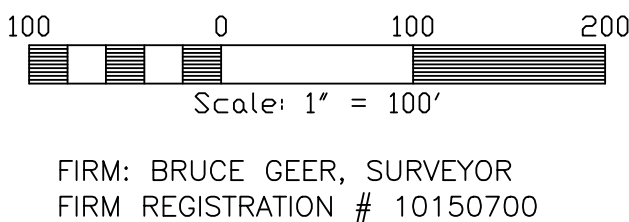


THE PURPOSE OF THE REPLAT IS TO LEGALLY SUBDIVIDE PART OF LOT 1 IN ORDER TO CREATE LOT 3, BLOCK A.

* DENOTES SQUARE FOOTAGE AS CALCULATED

BEARING BASE: CALCULATED LINE BETWEEN CONTROLLING MONUMENTS SHOWN.
R.O.W. MAP OF FARM ROAD 455 SEEN ON VOLUME 366, PAGES 369 AND 370

ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48085C0155 J, DATED 6-02-2009 LOT 1, BLOCK A SHOWN HEREON IS NOT IN THE 100 YEAR FLOOD PLAIN.



- LEGEND
- IPS DENOTES 3/4-INCH IRON PIN SET
 - IPF DENOTES 1/2-INCH IRON PIN FOUND
 - CCPR COLLIN COUNTY PLAT RECORDS

STATE OF TEXAS X
COUNTY OF COLLIN X

OWNER'S CERTIFICATE

WHEREAS Lyle E. Wise is the owner of a tract of land situated in Collin County, Texas, in the James White survey, abstract no. 1015, being a survey of the 7.489 acre tract less and except 3.286 acres described in a deed from Edward L. Harris and wife, Donna R. Harris to Lyle E. Wise, dated September 13, 2004, recorded in volume 5753, page 172 of the Collin County deed records and also being a part of Lot 1 of the J. P. Harris addition recorded in volume G, page 65 of the Collin County plat records; being described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pin found at the southeast corner of said 7.489 acre tract, the southeast corner of said Lot 1 and the northeast corner of the 0.99 acre tract recorded as clerk's file no. 20191022001325990; same being in the west right-of-way line of Farm Road 455;

THENCE North 87°08'08" West, with the south line of said Lot 1, the south line of said 7.489 acre tract and the north line of said 0.99 acre tract, 233.28 feet to a 1/2-inch iron pin found at the northwest corner of said 0.99 acre tract; same being at a northeast corner of the 187.62 acre tract recorded in volume 5806, page 3203;

THENCE North 88°12'27" West, passing a 3/4-inch iron pin set at 567.64 feet and continuing in all, 667.64 feet to a point at the south-southeast corner of the 80.818 acre tract recorded in volume 5930, page 1888;

THENCE generally in a northeast direction with an eastern line of said 80.818 acre tract as follows:

North 30°39'33" East, 178.95 feet;

North 58°24'25" East, 79.00 feet;

South 86°21'35" East, 78.00 feet;

North 03°38'34" East, 28.05 feet to a point at the southwest corner of the 3.286 acre tract recorded in volume 5473, page 9761;

THENCE South 87°08'07" East, with the south line of said 3.286 acre tract, passing a 1/2-inch iron pin found at 30.00 feet and continuing in all 675.48 feet to a 3/4-inch iron pin set in the west right-of-way line of said Farm Road 455; a 1/2-inch iron pin found bears South 87°08'07" East, 0.49 foot;

THENCE South 03°18'00" West, with the west right-of-way line of said Farm Road 455, 217.64 feet to the PLACE OF BEGINNING and containing 4.185 acres or 182,334 square feet(as calculated).

COUNTY OF COLLIN X
STATE OF TEXAS X
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Lyle E. Wise, does hereby adopt this plat designating the herein above described property as REPLAT J. P. HARRIS ADDITION, LOT 3, BLOCK A, 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.

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

Lyle E. Wise

STATE OF TEXAS: X
COUNTY OF COLLIN: X

Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Lyle E. Wise, 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 the _____ day of _____, 2021.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENT:

That I, Bruce Geer 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 personal supervision.

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

Bruce Geer, Registered Professional Land Surveyor, No. 4117

STATE OF TEXAS: X
COUNTY OF COLLIN: X

Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Bruce Geer 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 the _____ day of _____, 2021.

Notary Public in and for the State of Texas

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

Mayor

City Secretary

APPROVED
MARCH 9, 2021
CITY COUNCIL
CITY OF ANNA

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

REPLAT
OF
J. P. HARRIS
ADDITION
LOT 3
BLOCK A
4.185 ACRES
JAMES WHITE SURVEY, ABSTRACT NO. 1015,
CITY OF ANNA, COLLIN COUNTY, TEXAS
FEBRUARY 3, 2021

OWNER: LYLE E. WISE
8281 COUNTY ROAD 134
CELINA, TEXAS 75009
214-733-0792

SURVEYOR: BRUCE GEER, SURVEYOR
1101 W. UNIVERSITY DRIVE
MCKINNEY, TEXAS 75069
PHONE 972-562-3959
FAX 972-542-5751



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the NTM Masonry 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 NTM Masonry Estates, Block A, Lot 1, Development Plat.

NTM Masonry Company, LLC has submitted an application for approval of a development plat for NTM Masonry Estates, Block A, Lot 1. One single-family dwellings, detached, two accessory buildings, future home site, and carport on one lot on 3.0± acres located on the south side of FM 455, 800± feet west of Sheffield Drive. Located within the extraterritorial jurisdiction (ETJ).

The Planning & 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) NTM Masonry Estates, BL A, Lt 1
3. Exhibit A

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

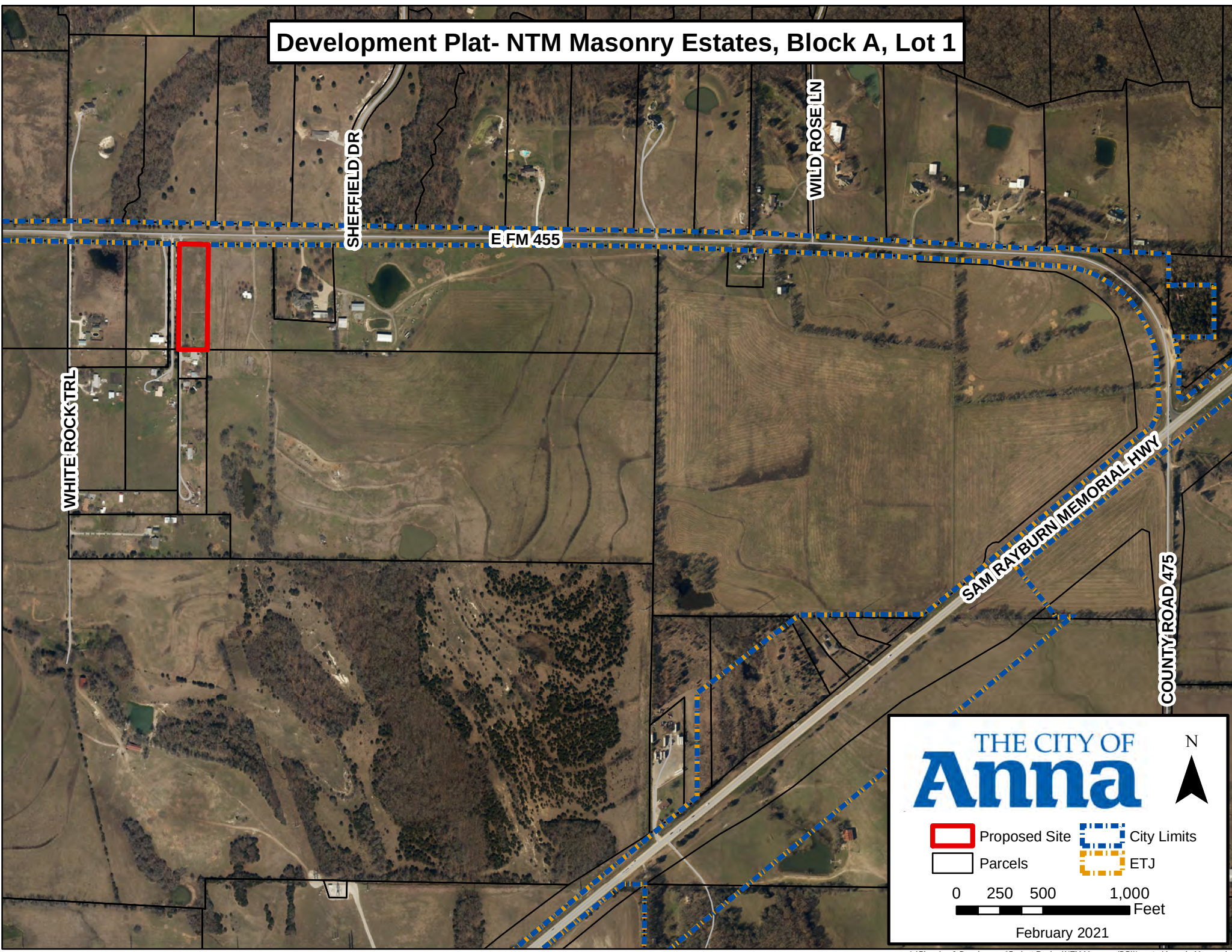
Jim Proce, City Manager

Created/Initiated - 3/3/2021

Approved - 3/3/2021

Final Approval - 3/4/2021

Development Plat- NTM Masonry Estates, Block A, Lot 1



THE CITY OF
Anna

N



Proposed Site



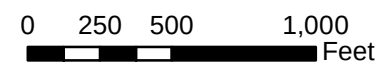
Parcels



City Limits



ETJ



February 2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING NTM MASONRY 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, NTM Masonry Company LLC, has submitted an application for the approval of the NTM Masonry 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 NTM Masonry 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 March 2021.

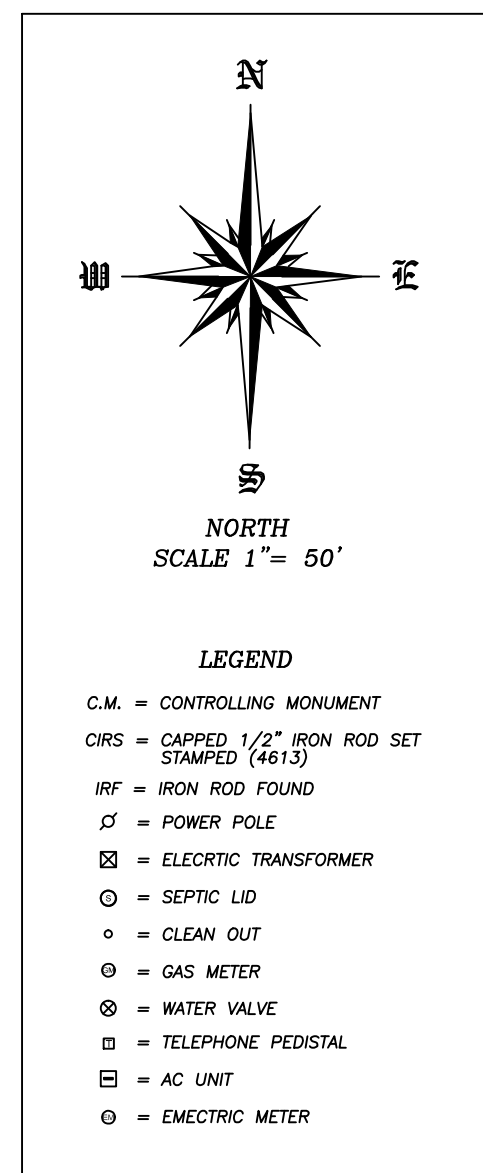
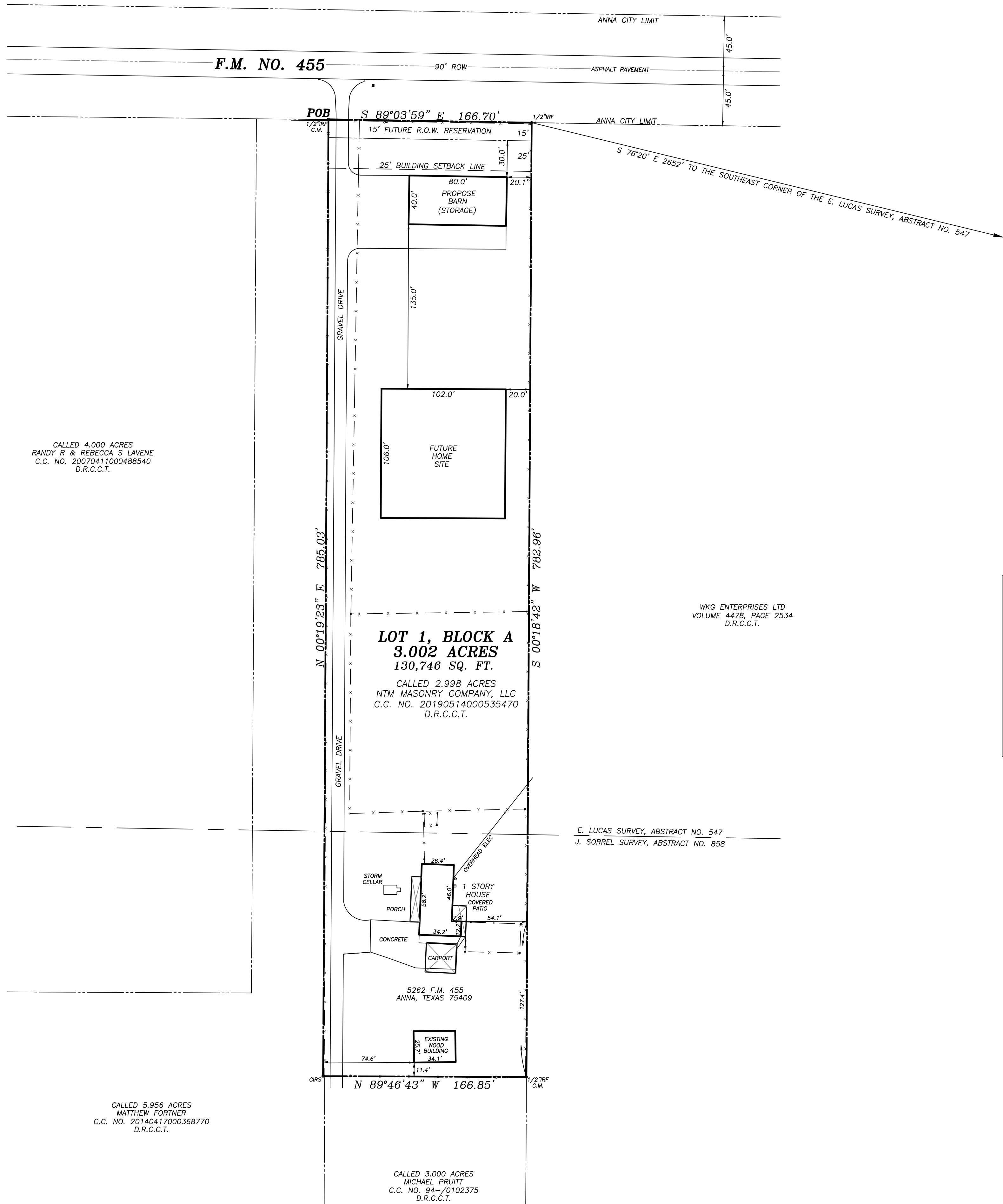
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



LEGAL DESCRIPTION

BEING a tract of land situated in the E. W. Lucas Survey, Abstract No. 547, and the James Sorrell Survey, Abstract No. 858, Collin County, Texas, and being all of a 2.998 acre tract of land conveyed to NTM Masonry Company, LLC as recorded in Instrument No. 20190514000535470 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 northwest corner of said 2.998 acres, and said iron rod being the northeast corner of a called 5.956 acre tract of land as conveyed to Matthew Fortner as recorded in Instrument No. 20140417000368770 of the Official Public Records of Collin County, Texas, and said corner also being in the south Right Of Way line F.M. 455;

THENCE S 89°03'59" E a distance of 166.70' to a 1/2" iron rod found for corner.

THENCE S 00°18'42" W a distance of 782.96' to a 1/2" iron rod found

THENCE N 89°46'43" W a distance of 166.85' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in the east line of said 2.998 acre tract;

THENCE N 00°19'23" E a distance of 785.03' to the POINT OF BEGINNING and containing 130,746 Square Feet or 3.002 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.

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

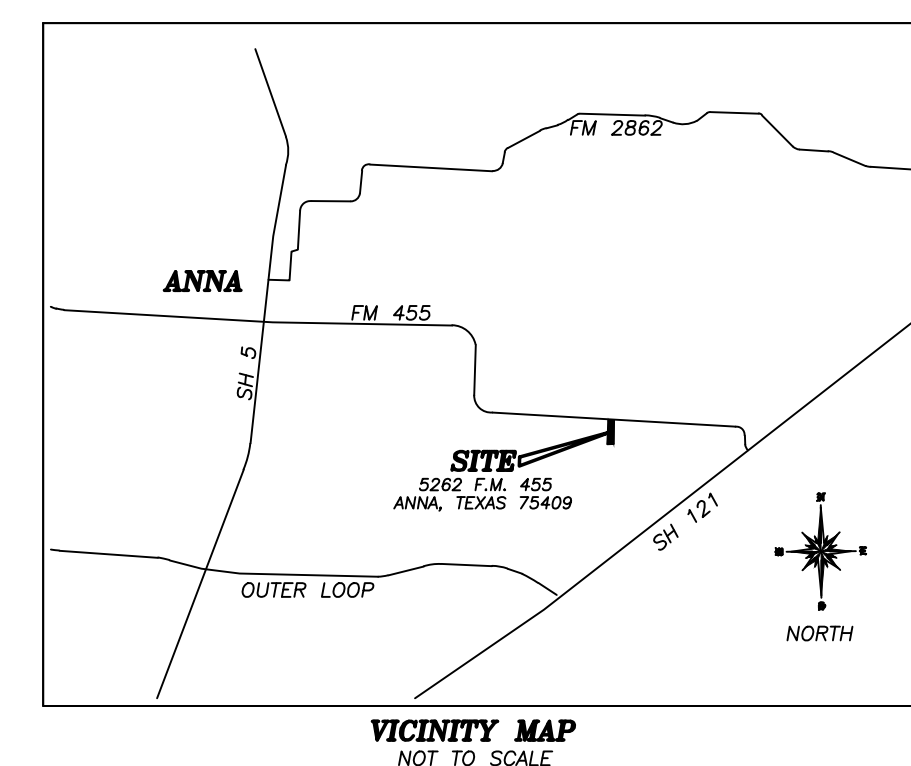
My Commission Expires:

CERTIFICATE OF APPROVAL

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

(Mayor)

City Secretary



APPROVED
MARCH 9, 2021
CITY COUNCIL
CITY OF ANNA

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

DEVELOPMENT PLAT
NTM MASONRY ESTATES
BLOCK A, LOT 1
BEING 3.002 ACRES OUT OF THE
E. W. LUCAS SURVEY
ABSTRACT NO. 547
JAMES SORRELL SURVEY
ABSTRACT NO. 858
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNER
NTM MASONRY COMPANY, LLC
5262 F.M. 455
ANNA, TEXAS 75409
(469) 601-5151

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

PROPERTY ID. 2790639

SCALE 1" = 50'

DATE: JANUARY 31, 2021

JOB No. 2021-04



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Covarrubias Addition, Block A, Lots 1- 4, Minor Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Covarrubias Addition, Block A, Lots 1- 4, Minor Plat.

Martin & Abigail Covarrubias have submitted an application for approval of a minor plat for Covarrubias Addition, Block A, Lots 1- 4. Four lots on 4.6± acre located on the north side of CR 376, 755± feet east of CR 426. Located within the extraterritorial jurisdiction (ETJ).

The Planning & 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 - (MP) Covarrubias Addition, Bl A, Lts 1-4
3. Exhibit A

APPROVALS:

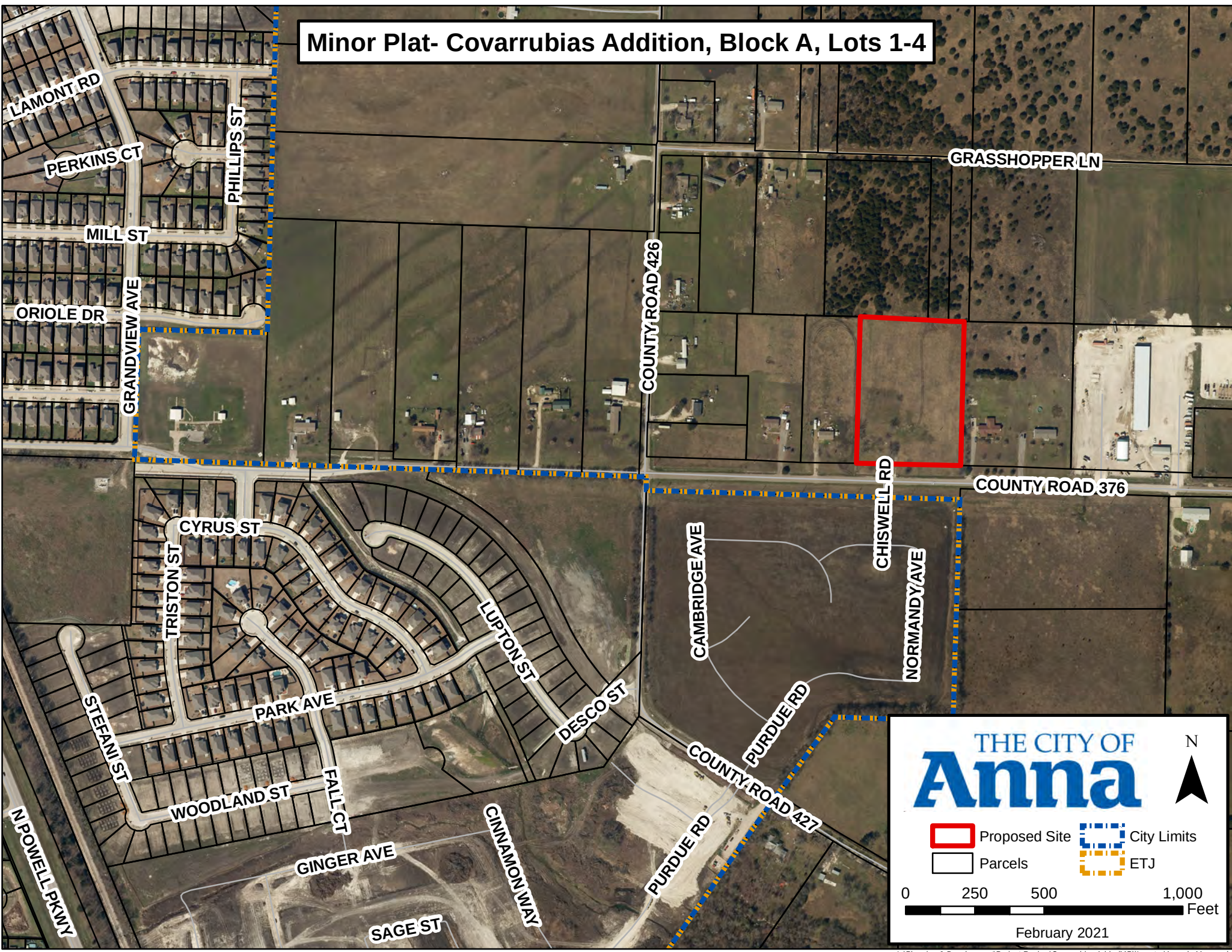
Lauren Mecke, Planner II

Created/Initiated - 3/3/2021

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

Approved - 3/3/2021
Final Approval - 3/4/2021

Minor Plat- Covarrubias Addition, Block A, Lots 1-4



THE CITY OF
Anna

N

0 250 500 1,000 Feet

February 2021

Proposed Site
Parcels
City Limits
ETJ

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING COVARRUBIAS ADDITION, BLOCK A, LOTS 1-4, MINOR 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, Martin & Abigail Covarrubias have submitted an application for the approval of the Covarrubias Addition, Block A, Lots 1-4, Minor 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 Covarrubias Addition, Block A, Lots 1-4, Minor Plat attached hereto as Exhibit A.

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

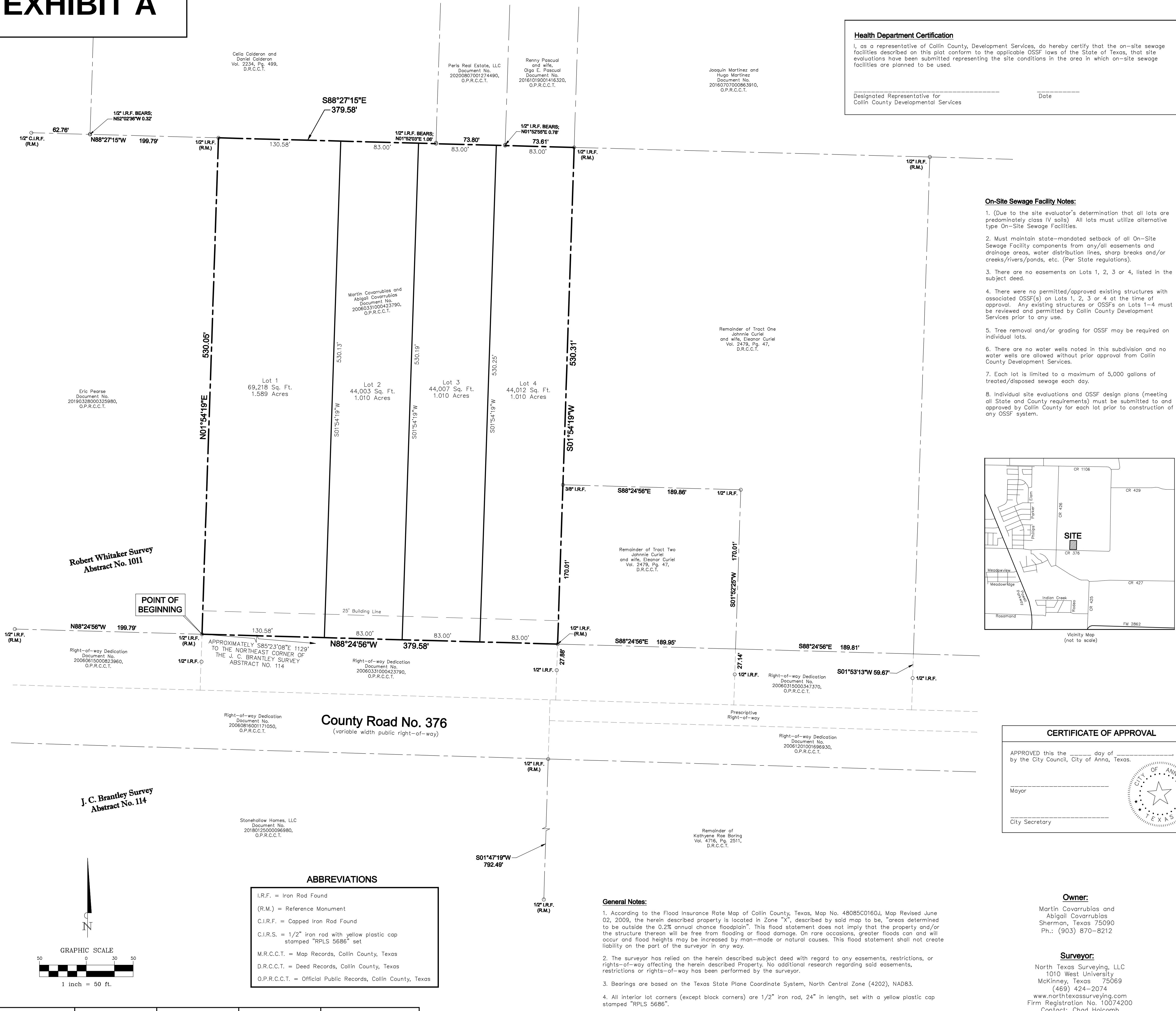
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



OWNER'S DEDICATION:

STATE OF TEXAS § COUNTY OF COLLIN §

WHEREAS, Martin Covarrubias and Abigail Covarrubias are the owners of a tract of land, situated in the Robert Whitaker Survey, Abstract No. 1011, in Collin County, Texas, and being all of that tract of land, described by deed to Martin Covarrubias and Abigail Covarrubias, as recorded under Document No. 20060331000423790, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the southwesterly corner of said Covarrubias tract, same being the southeasterly corner of a tract of land, described by deed to Eric Pearse, as recorded under Document No. 20190329000325980, O.P.R.C.C.T., said corner also being in the northerly monumented line of County Road No. 376;

THENCE North 01°54'19" East, along the common line between said Covarrubias and Pearse tracts, a distance of 530.05' to a 1/2" iron rod found for the northwesterly corner of said Covarrubias tract, same being the northeasterly corner of said Pearse tract, said corner also being in the southerly monumented line of a tract of land, described by deed to Cello Calderon and Daniel Calderon, as recorded in Volume 2234, Page 499, of the Deed Records, Collin County, Texas (D.R.C.C.T.);

THENCE South 88°27'15" East, along the northerly line of said Covarrubias tract, a distance of 379.58' to a 1/2" iron rod found for the northeasterly corner of said Covarrubias tract, said corner being the southeasterly corner of a tract of land, described by deed to Renny Pascual and wife, Olga E. Pascual, as recorded under Document No. 20160109001416320, O.P.R.C.C.T., same being the southwesterly corner of a tract of land, described by deed to Joaquin Martinez and Hugo Martinez, as recorded under Document No. 20160707000663910, O.P.R.C.C.T., same also being the northwesterly corner of a tract of land, described by deed to Johnnie Curiel and wife, Eleanor Curiel, as recorded in Volume 2479, Page 47, D.R.C.C.T.;

THENCE South 01°54'19" West, along the easterly line of said Covarrubias tract, a distance of 530.31' to a 1/2" iron rod found for the southeasterly corner of said Covarrubias tract, same being in the northerly monumented line of said County Road No. 376;

THENCE North 88°24'56" West, along the southerly line of said Covarrubias tract, same being the northerly monumented line of County Road No. 376, a distance of 379.58' to the **POINT OF BEGINNING** and containing 201,243 square feet or 4.620 acres of land, more or less.

OWNER'S CERTIFICATE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Martin Covarrubias and Abigail Covarrubias, are the owners of the above described property and do hereby adopt this Plat designating the hereinabove described property as **COVARRUBIAS ADDITION, BLOCK A, LOTS 1-4**, and do hereby dedicate to the public use forever, the streets, alleys and public use areas shown hereon; the easements, as shown, for 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 it's respective systems on said easements; and the City of Anna and all public utilities shall have the right to construct, reconstruct, inspect, patrol, maintain and add to or remove all or parts of it's respective systems without the necessity of, at anytime, procuring the permission of anyone. This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna.

WITNESS MY HAND at Anna, Texas, this the _____ day of _____, 2021.

Martin Covarrubias

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 Martin Covarrubias, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

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

NOTARY PUBLIC in and for the State of Texas.

Abigail Covarrubias

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 Abigail Covarrubias, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

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

NOTARY PUBLIC in and for the State of Texas.

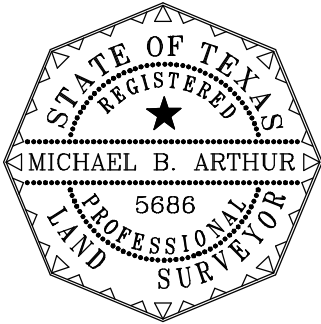
SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL B. ARTHUR, do hereby certify that I prepared this plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of McKinney, Collin County, Texas.

Michael B. Arthur
Registered Professional Land Surveyor
Texas Registration No. 5686

Date: _____



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 MICHAEL B. ARTHUR, 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.

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

NOTARY PUBLIC in and for the State of Texas

MINOR PLAT COVARRUBIAS ADDITION LOTS 1-4, BLOCK A

201,243 Sq. Ft. / 4.620 Acres

in the
Robert Whitaker Survey ~ Abstract No. 1011
Collin County, Texas

Prepared Date: December, 2020

Scale: 1" = 50'

Revised Date: February 18, 2021



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Fairchild Addition, Block A, Lot 1, Minor Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Fairchild Addition, Block A, Lot 1, Minor Plat.

Annamarie & Bradley Fairchild have submitted an application for approval of a minor plat for Fairchild Addition, Block A, Lot 1, Minor Plat. One lot on 4.2± acre located at the southeast corner of CR 217 and CR 177. Located within the extraterritorial jurisdiction (ETJ).

The Planning & 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 - (MP) Fairfield Addition, BI A, Lt 1
3. Exhibit A

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

Jim Proce, City Manager

Created/Initiated - 3/3/2021

Approved - 3/3/2021

Final Approval - 3/4/2021

Minor Plat- Fairchild Addition, Block A, Lot 1

COUNTY ROAD 177

RIVERBEND

COUNTY ROAD 177

EDEN RDG

THE CITY OF

Anna

N



 Proposed Site

 City Limits

 Parcels

 ETJ

0 375 750 1,500



Feet

February 2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING FAIRCHILD ADDITION, BLOCK A, LOT 1, MINOR 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, Annamarie & Bradley Fairchild, have submitted an application for the approval of the Fairchild Addition, Block A, Lot 1, Minor 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 Fairchild Addition, Block A, Lot 1, Minor Plat attached hereto as Exhibit A.

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

ATTEST:

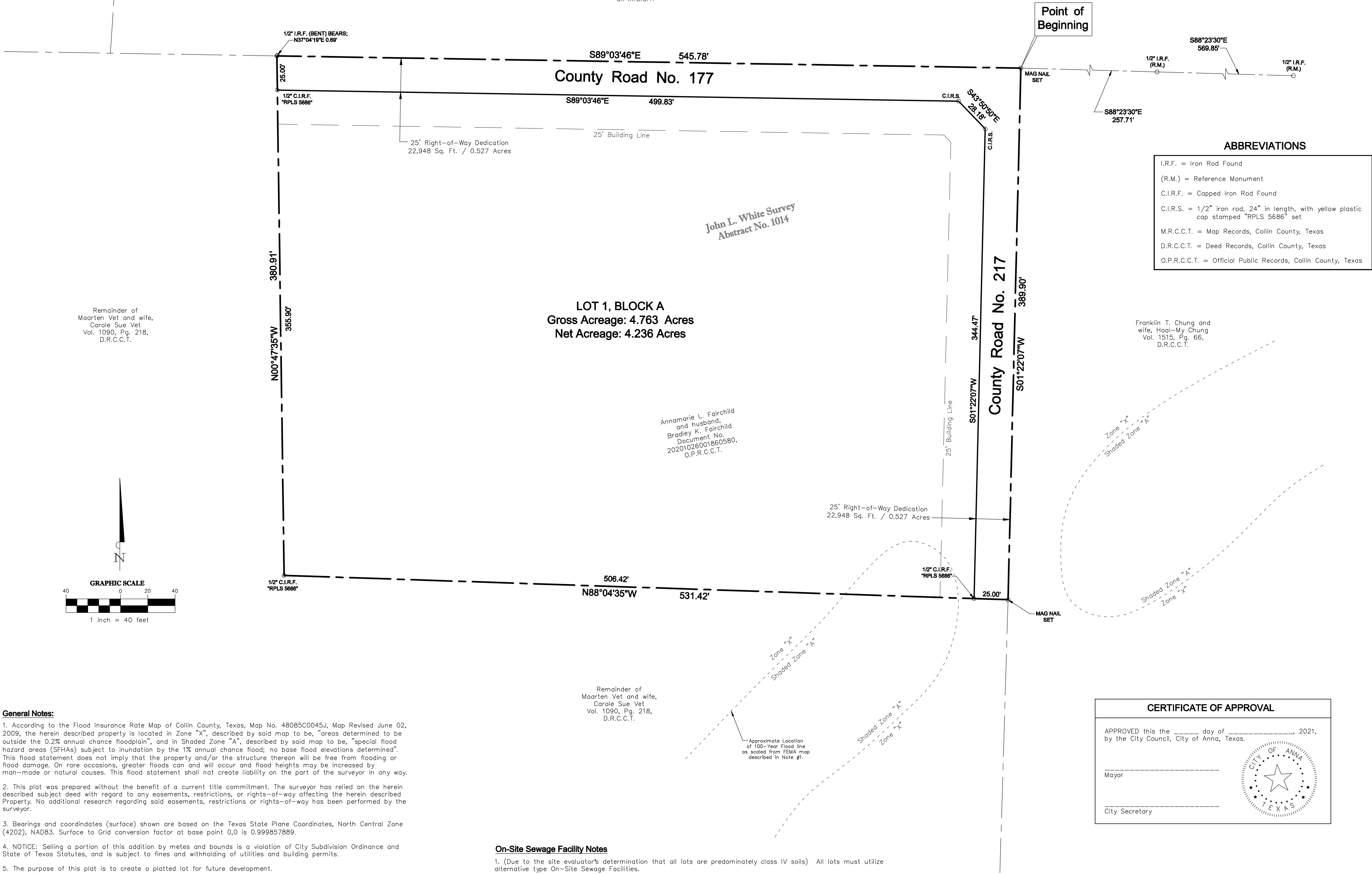
APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A

Bill Bob Hendrix and
Kandace Hendrix
Document No.
20201026001860580,
O.P.R.C.C.T.



General Notes:

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0045J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain", and in Shaded Zone "A", described by said map to be, "special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood; no base flood elevations determined". This flood statement does not imply that the property and/or the structure 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 in any way.
2. This plat was prepared without the benefit of a current title commitment. The surveyor has relied on the herein described subject deed with regard to any easements, restrictions, or rights-of-way affecting the herein described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.
3. Bearings and coordinates (surface) shown are based on the Texas State Plane Coordinates, North Central Zone (4202), NAD83. Surface to Grid conversion factor at base point 0,0 is 0.999857889.
4. NOTICE: Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State of Texas Statutes, and is subject to fines and withholding of utilities and building permits.
5. The purpose of this plat is to create a platted lot for future development.
6. Blocking the flow of water or construction improvements in drainage easements and filing or obstruction of the roadway is prohibited.
7. The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by individual owners of the lot or lots that are traversed by or adjacent to the drainage course along or across said lots.
8. Collin County will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion in said drainage ways.
9. Collin County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding conditions.
10. Collin County building permits are required for building construction, on site sewage facilities, and driveway culverts.
11. Driveways shall meet Collin County culvert permit requirements. Driveways that do not meet driveway/culvert permit requirements shall be removed and corrected at the owners expense.
12. Driveway/culvert permits are required at all existing county road tie-ins.
13. All private driveway tie-ins to a county road must be even with the existing driving surface and flush with edge of existing county road.
14. The finished floor elevations of all house pads will be at least 18" above the highest elevation of the surrounding ground around the house after final grading.
15. All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings, and other obstructions to the operation and maintenance of the drainage facility.
16. Per the City of Anna Subdivision Ordinance: Prior to the filing of the plat with Collin County, a Park Land Dedication fee of \$600 per lot, is required to be paid to the City of Anna.

On-Site Sewage Facility Notes

1. (Due to the site evaluator's determination that all lots are predominately class IV soils) All lots must utilize alternative type On-Site Sewage Facilities.
2. Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations).
3. Any existing structures or OSSFs must be reviewed and permitted by Collin County Development Services prior to any use.
4. Tree removal and/or grading for OSSF may be required on individual lots.
5. There are no water wells noted in this subdivision and no water wells are allowed without prior approval from Collin County Development Services.
6. Each lot is limited to a maximum of 5,000 gallons of treated/disposed sewage each day.
7. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County for each lot prior to construction of any OSSF system.

Health Department Certification

I, as a representative of Collin County, Development Services, do hereby certify that the on-site sewage facilities described on this plat conform to the applicable OSSF laws of the State of Texas, that site evaluations have been submitted representing the site conditions in the area in which on-site sewage facilities are planned to be used.

Designated Representative for
Collin County Developmental Services

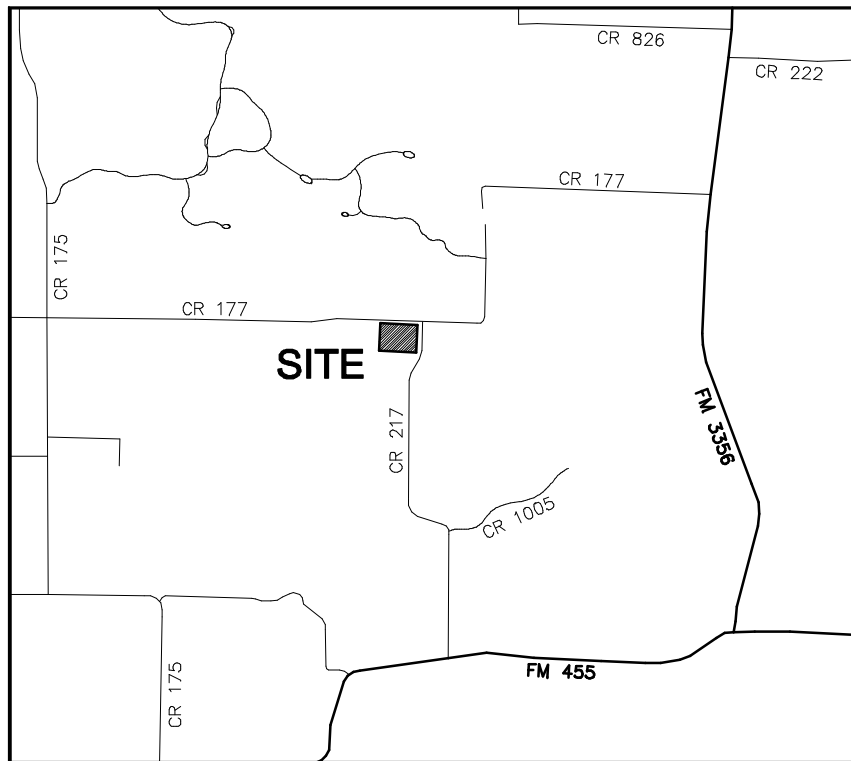
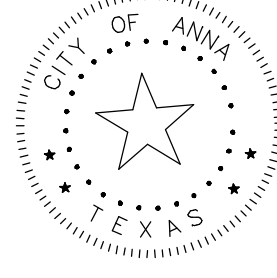
Date

CERTIFICATE OF APPROVAL

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

Mayor

City Secretary



OWNER:

Bradley Fairchild and
Annamarie Fairchild
4805 CR 177
Celina, Texas 75009
Ph.: (972) 978-8175

Surveyor:

North Texas Surveying, LLC
1010 West University Drive
McKinney, Tx. 75069
Ph. (469) 424-2074
Firm Registration No. 10074200
Contact: Chad Holcomb

OWNER'S DEDICATION:

STATE OF TEXAS COUNTY OF COLLIN

WHEREAS, Annamarie L. Fairchild and husband, Bradley K. Fairchild are the owners of a tract of land situated in the John L. White Survey, Abstract No. 1014, in Collin County, Texas, and being all of that called 4.763 acre tract of land described by deed to Annamarie L. Fairchild and husband, Bradley K. Fairchild, as recorded under Document No. 20201026001860580, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a mag nail found at the intersection of County Road No. 177 and County Road No. 217, said corner being the northeasterly corner of said 4.763 acre tract, same also being the northwesterly corner of a tract of land, described by deed to Franklin T. Chung and wife, Hooi-My Chung, as recorded in Volume 1515, Page 66, of the Deed Records, Collin County, Texas;

THENCE South 01°22'07" West, along said County Road No. 217, same being the easterly line of said 4.763 acre tract, a distance of 389.90' to a mag nail found in said County Road No. 217, same being the southeasterly corner of said 4.763 acre tract;

THENCE North 88°04'35" West, along the southerly line of said 4.763 acre tract, a distance of 531.42' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found for the southwesterly corner of said 4.77 acre tract;

THENCE North 00°47'35" West, along the westerly line of said 4.763 acre tract, a distance of 380.91' to a point for corner in said County Road No. 177, at the northwesterly corner of said 4.763 acre tract, from which a 1/2" iron rod found (bent) bears, North 37°04'19" East, a distance of 0.69';

THENCE North 89°03'46" East, along said County Road No. 177, same being the northerly line of said 4.763 acre tract, a distance of 545.78' to the POINT OF BEGINNING and containing 4.763 acres of land, more or less.

OWNER'S CERTIFICATE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Annamarie L. Fairchild and husband, Bradley K. Fairchild, are the owners of the above described property and do hereby adopt this Minor Plat designating the hereinabove described property as **FAIRCHILD ADDITION, LOT 1, BLOCK A** and do hereby dedicate to the public use forever, the streets, alleys and public use areas shown hereon; the easements, as shown, for 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 it's respective systems on said easements; and the City of Anna and all public utilities shall have the right to construct, reconstruct, inspect, patrol, maintain and add to or remove all or parts of it's respective systems without the necessity of, at anytime, procuring the permission of anyone. This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Collin County, Texas.

WITNESS MY HAND at Collin County, Texas, this the ____ day of _____, 2021.

Annamarie L. Fairchild

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 Annamarie L. Fairchild, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

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

NOTARY PUBLIC in and for the State of Texas.

Bradley K. Fairchild

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 Bradley K. Fairchild, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

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

NOTARY PUBLIC in and for the State of Texas.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL B. ARTHUR, do hereby certify that I prepared this plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Celina, Collin County, Texas.

Michael B. Arthur
Registered Professional Land Surveyor
Texas Registration No. 5686

DATE: _____

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 MICHAEL B. ARTHUR, 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 considerations therein expressed, and in the capacity therein stated.

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

Notary Public in and for the STATE OF TEXAS

MINOR PLAT FAIRCHILD ADDITION LOT 1, BLOCK A

207,493 Sq. Ft. / 4.763 Acres
in the
John L. White Survey ~ Abstract No. 1014
Collin County, Texas
Prepared Date: January, 2021
Scale: 1" = 40'

**APPROVED
MARCH 9, 2021
CITY COUNCIL
CITY OF ANNA**

**APPROVED
MARCH 1, 2021
P&Z COMMISSION
CITY OF ANNA**

DATE: 01/15/2021 SCALE: 1" = 40' DRAWN BY: C.S.H. CHK'D. BY: M.B.A. JOB NO.: 2009-0126



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the One Anna Two Addition, Block B, Lots 3 & 4, 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 3 & 4, Preliminary Plat.

One Anna Two LTD. has submitted an application for approval of a preliminary plat for One Anna Two Addition, Block B, Lots 3 & 4. Automobile service station, retail, & restaurant on 2.3± acres and vacant lot on 34.3± acres located at the northwest corner of W. White Street (FM 455) and U.S. Highway 75 frontage Road. Zoned Planned Development-846-2020-General Commercial (PD-846-2020).

The purpose for the preliminary plat is to propose easements necessary for the automobile service station, retail, & restaurant development on Lot 4.

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:

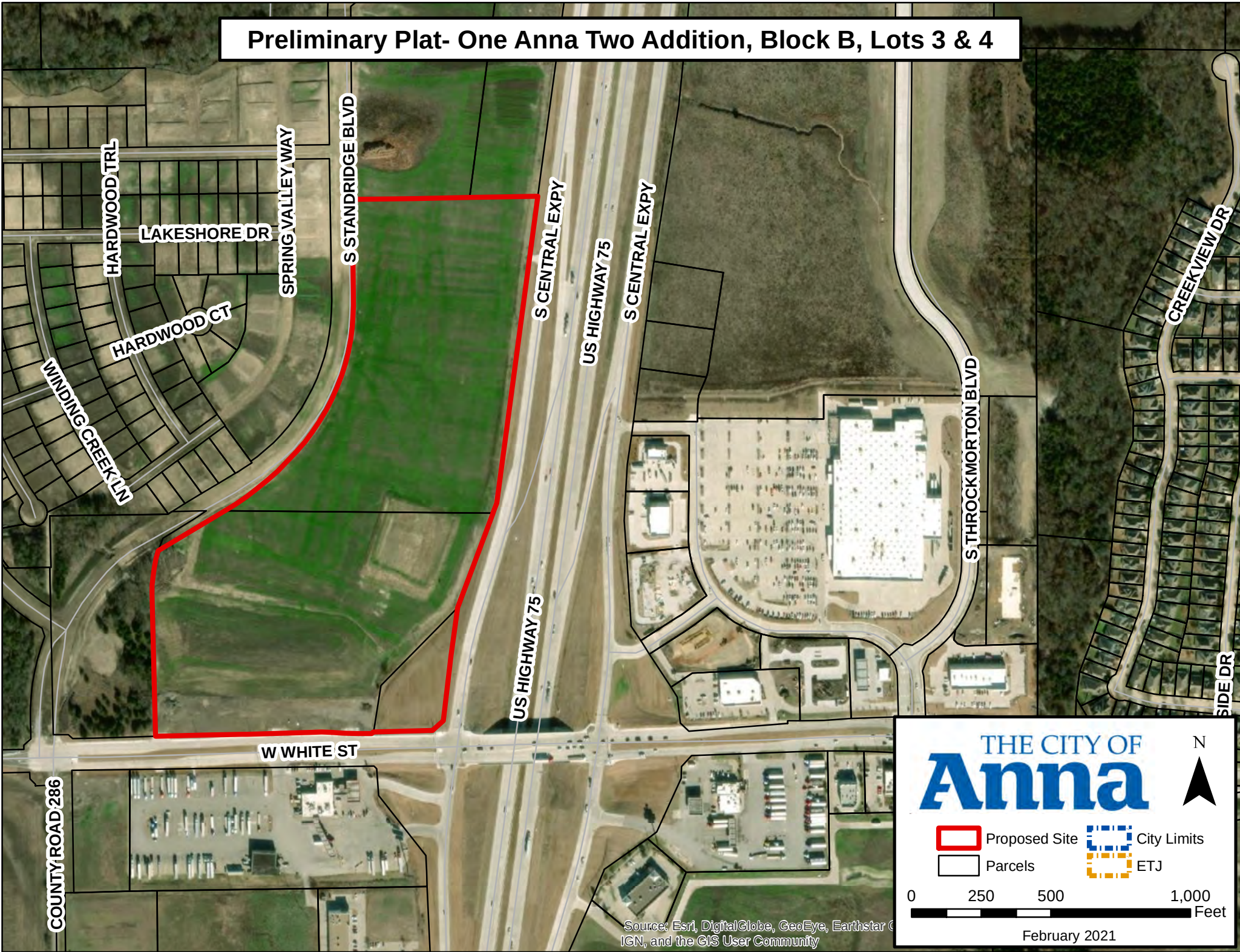
1. Agenda Map
2. RESOLUTION (PP) One Anna Two Addn, BL B, Lts 3 & 4
3. Exhibit A

APPROVALS:

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

Created/Initiated - 3/3/2021
Approved - 3/4/2021
Final Approval - 3/4/2021

Preliminary Plat- One Anna Two Addition, Block B, Lots 3 & 4



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 3 & 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 Regulations") and Article 9.04 ("Zoning Ordinance") the Anna City Code of Ordinances; and

WHEREAS, One Anna Two LTD, has submitted an application for approval of a preliminary plat for One Anna Two Addition, Block B, Lots 3 & 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 Preliminary Plat

The City Council hereby approves the preliminary plat for One Anna Two Addition, Block B, Lots 3 & 4 attached hereto as Exhibit A.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A
PAGE 1 OF 2

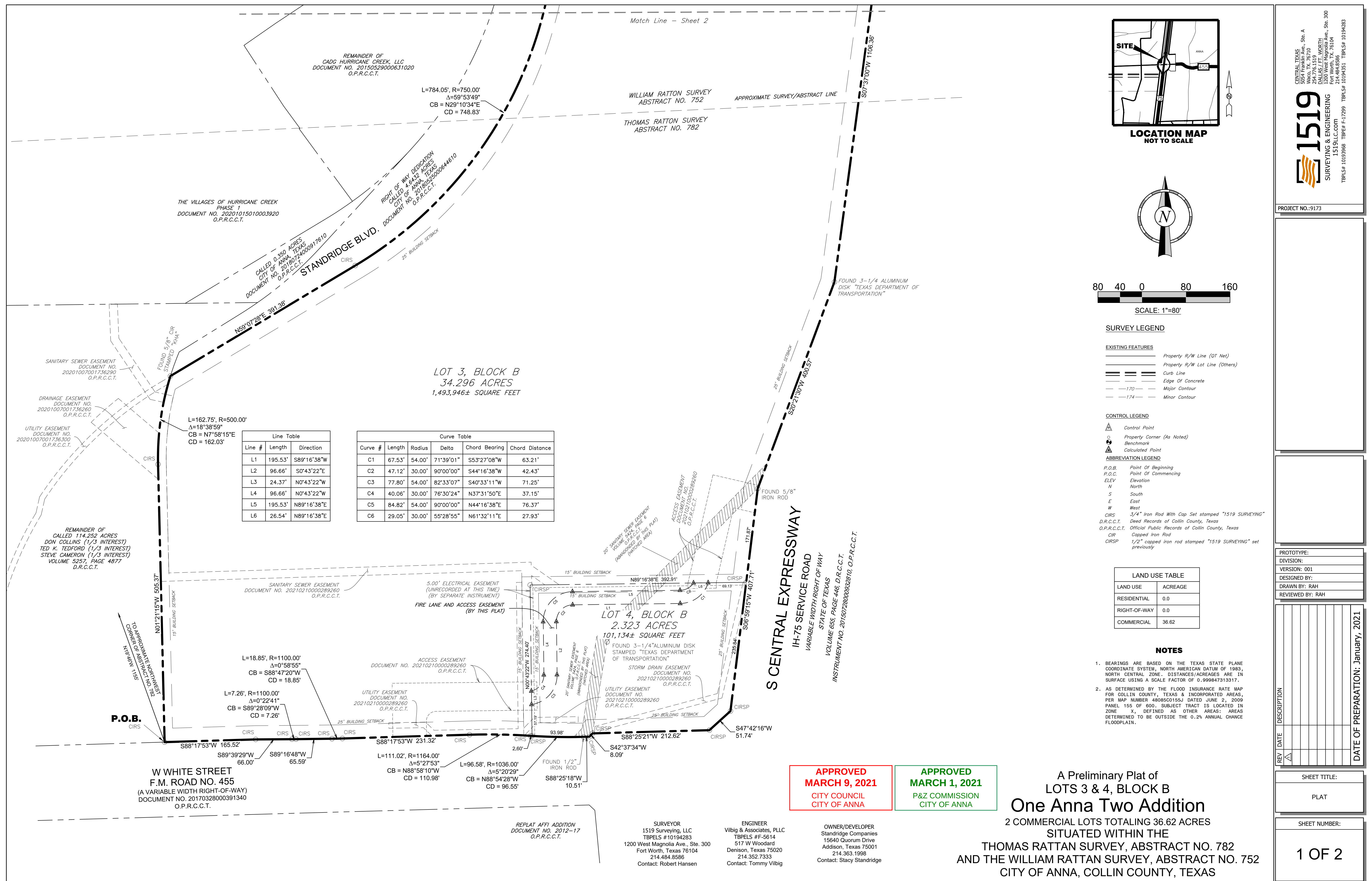


EXHIBIT A
PAGE 2 OF 2

LEGAL DESCRIPTION

Being a 36.62 acre tract of land situated within the Thomas Rattton Survey, Abstract No. 782 and the William Rattton Survey, Abstract No. 752, City of Anna, Collin County, Texas, being a portion of a called 39.396 acre tract of land as described in the deed to the State of Texas recorded in Volume 655, Page 466 of the Deed Records of Collin County, Texas and being the remainder of a called 81.8447 acre tract of land as described in the deed to One Anna Two, LTD. (an undivided 87.2917% interest) recorded under Document No. 200702101000151600 of the Official Public Records of Collin County, Texas, and also being a portion of a called 81.8447 acre tract of land as described in the deed to One Anna Two, LTD. (an undivided 12.7083% interest) recorded under Document No. 200702101000151610 of said Official Public Records and being all of a 1.373 acre tract of land "Tract 1" and a 0.9489 acre tract of land "Tract 2" as described in the deed to QT SOUTH, LLC recorded under Document No. 20210210000289250 of said Official Public Records. said 36.62 acre tract of land surveyed under the direction and supervision of Robert A. Hansen, Registered Professional Land Surveyor, No. 6439 (the Basis of Bearings being noted hereon) and more particularly described by metes and bounds as follow:

BEGINNING at a 3/4-inch capped iron rod stamped "1519 SURVEYING" set at the northwest corner of a called 0.555 acre tract of land as described in the street right-of-way deed to the City of Anna recorded under Instrument Number 20170328000391340 of said Official Public Records;

THENCE NORTH 01 degree 21 minutes 15 seconds WEST, 505.37 feet with the west line of said called 81.8447 acre tract of land and common with the east line of the remainder of a called 114.252 acre tract of land as described in the deed to Don Collins et al recorded in Volume 5257, Page 4877 of said Deed Records to a 3/4-inch capped iron rod stamped "1519 SURVEYING" set at the beginning of a tangent curve;

THENCE northerly with the west line of said called

81.8447 acre tract of land and common with the east line of said called 114.252 acre tract of land and with said tangent curve, concave to the east, having a radius of 500.00 feet and a chord bearing and distance of NORTH 07 degrees 58 minutes 15 seconds EAST, 162.03 feet, an arc length of 162.75 feet to a 5/8-inch capped iron rod stamped "KHA" found at the southwest corner of a called 4.6432 acre tract of land as described in the right of way dedication to the City of Anna recorded under Document No. 20180525000644610 of said Official Public Records;

THENCE the following three (3) calls coincident with the east line of said called 4.6432 acre tract of land:

1. NORTH 59 degrees 07 minutes 28 seconds EAST, 391.38 feet to a 3/4-inch capped iron rod stamped "1519 SURVEYING" set at the beginning of a tangent curve;
2. northeasterly with said tangent curve, concave to the northwest, having a radius of 750.00 feet, and a chord bearing and distance of NORTH 29 degrees 10 minutes 34 seconds EAST, 748.83 feet, an arc length of 784.05 feet to a 3/4-inch capped iron rod stamped "1519 SURVEYING" set;
3. NORTH 00 degrees 46 minutes 21 seconds WEST, 403.79 feet to a 3/4-inch capped iron rod stamped "1519 SURVEYING" set;

THENCE NORTH 89 degrees 13 minutes 59 seconds EAST, 420.65 feet through the interior of said called 81.8447 acre tract of land to a 3/4-inch capped iron rod stamped "1519 SURVEYING" set;

THENCE NORTH 89 degrees 07 minutes 38 seconds EAST, 237.60 feet through the interior of said called 81.8447 acre tract of land to a 3/4-inch capped iron rod stamped "1519 SURVEYING" set on the west right of way line of IH-75, a variable width right of way, as described in the deed to the State of Texas recorded under Instrument No.

20150728000932810 of said Official Public Records, from which a 5/8-inch iron rod found at the southeast corner of said called 4.6432 acre tract of land bears NORTH 07 degrees 37 minutes 00 seconds EAST, 855.80 feet;

THENCE SOUTH 07 degrees 37 minutes 00 seconds WEST, 1,106.36 feet with the west right of way line of said IH-75 to a 3 1/4-inch aluminum cap stamped "Texas Department of Transportation";

THENCE SOUTH 20 degrees 21 minutes 30 seconds WEST, 400.57 feet to a 5/8-inch iron rod found;

THENCE SOUTH 06 degrees 59 minutes 15 seconds WEST, 407.71 feet through the interior of said called 39.396 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set;

THENCE SOUTH 47 degrees 42 minutes 16 seconds WEST, 51.74 feet through the interior of said called 39.396 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set;

THENCE SOUTH 88 degrees 25 minutes 21 seconds WEST, 212.62 feet through the interior of said called 39.396 acre tract of land to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set;

THENCE SOUTH 42 degrees 37 minutes 34 seconds WEST, 8.09 feet to the northeast corner of said called 0.555 acre tract of land and being the north right of way line of F.M. Road No. 455, a variable width right of way;

THENCE westerly the following nine (9) calls coincident with the north right of way line of said F.M. Road No. 455:

1. SOUTH 88 degrees 25 minutes 18 seconds WEST, 10.51 feet to a 1/2-inch iron rod found at the beginning of a tangent curve;

CERTIFICATE OF APPROVAL

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

Mayor _____

City Secretary _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT A. HANSEN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON AS "SET" WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF ANNA, TEXAS.

Preliminary, this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

RELEASED TO THE CITY OF ANNA FOR REVIEW
FEBRUARY 22, 2021

ROBERT A. HANSEN
REGISTERED PROFESSIONAL
LAND SURVEYOR, NO. 6439

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 ROBERT A. HANSEN, 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: _____

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ONE ANNA TWO, LTD., acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as ONE ANNA TWO ADDITION, 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. No buildings, fences, 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. 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.

BY: ONE ANNA TWO, LTD., a Texas limited partnership

BY: One Anna Two GP, Inc., a Texas corporation, its General Partner

BY: _____
Stacy O Standridge, President

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 STACY O STANDRIDGE, 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: _____

BY: QT SOUTH, LLC

BY: _____
Joseph S. Faust, Vice President

STATE OF TEXAS
COUNTY OF _____

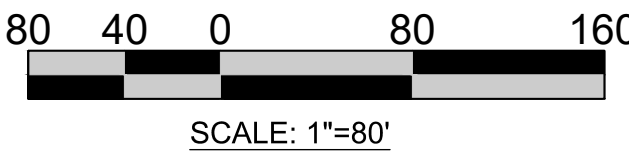
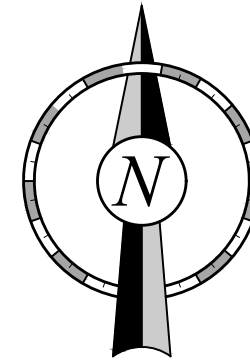
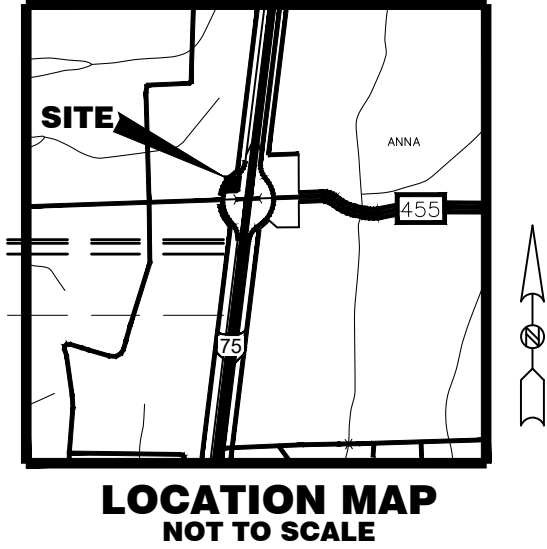
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JOSEPH S. FAUST, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN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



SURVEY LEGEND

EXISTING FEATURES

_____ Property R/W Line (OT Net)
_____ Property R/W Lot Line (Others)
===== Curb Line
===== Edge Of Concrete
---170--- Major Contour
---174--- Minor Contour

CONTROL LEGEND

▲ Control Point
● Property Corner (As Noted)
○ Benchmark
▲ Calculated Point

ABBREVIATION LEGEND

P.O.B. Point Of Beginning
P.O.C. Point Of Commencing
ELEV Elevation
N North
S South
E East
W West
CIRS 3/4" Iron Rod With Cap Set stamped "1519 SURVEYING"
D.R.C.C.T. Deed Records of Collin County, Texas
O.P.R.C.C.T. Official Public Records of Collin County, Texas
CIR Capped Iron Rod
CIRSP 1/2" capped iron rod stamped "1519 SURVEYING" set previously

NOTES

1. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE. DISTANCES/ACREAGES ARE IN SURFACE USING A SCALE FACTOR OF 0.999847313317.
2. AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR COLLIN COUNTY, TEXAS & INCORPORATED AREAS, PER MAP NUMBER 480850155J DATED JUNE 2, 2009, PANEL 155 OF 600. SUBJECT TRACT IS LOCATED IN ZONE X₁, DEFINED AS OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. 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.

A Preliminary Plat of
LOTS 3 & 4, BLOCK B
One Anna Two Addition
2 COMMERCIAL LOTS TOTALING 36.62 ACRES
SITUATED WITHIN THE
THOMAS RATTAN SURVEY, ABSTRACT NO. 782
AND THE WILLIAM RATTAN SURVEY, ABSTRACT NO. 752
CITY OF ANNA, COLLIN COUNTY, TEXAS

CENTRAL TEXAS
5054 Franklin Ave., Ste. A
Waco, TX 76710
DALLAS, TEXAS
1200 West Magnolia Ave., Ste. 300
Fort Worth, TX 76104
1519 LLC
TBP#S# 1035968 TBP# F-17999 TBP#S# 10194351 TBP#S# 10194283

PROJECT NO.:9173

OWNER/DEVELOPER
Standridge Companies
15640 Quorum Drive
Addison, Texas 75001
Contact: Stacy Standridge
ENGINEER
Villeg & Associates, PLLC
TBP#S #F-5914
1200 West Magnolia Ave., Ste. 300
Fort Worth, Texas 76104
214.552.7333
Contact: Tommy Villeg
SURVEYOR
1519 Surveying, LLC
TBP#S #F10194283
1200 West Magnolia Ave., Ste. 300
Fort Worth, Texas 76104
214.454.8586
Contact: Robert Hansen

PROTOTYPE:

DIVISION:

VERSION: 001

DESIGNED BY:

DRAWN BY: RAH

REVIEWED BY: RAH

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE OF PREPARATION: January, 2021

SHEET TITLE:

PLAT

SHEET NUMBER:

2 OF 2



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding the Rosamond Sherley Elementary Addition, Block A, Lot 1, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Rosamond Sherley Elementary Addition, Block A, Lot 1, Preliminary Plat.

Anna Independent School District has submitted an application for approval of a preliminary plat for Rosamond Sherley Elementary Addition, Block A, Lot 1 on one lot on 19.1± acres located at the southeast corner of future Leonard Avenue (FM 2862) and future Rosamond Parkway (FM 2862).

The purpose for the preliminary plat is to propose right-of-way dedication and easements necessary for the public elementary school development.

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 (PP) Rosamond Sherley Elementary School
3. Exhibit A

APPROVALS:

Lauren Mecke, Planner II

Ross Altobelli, Director of Development Services

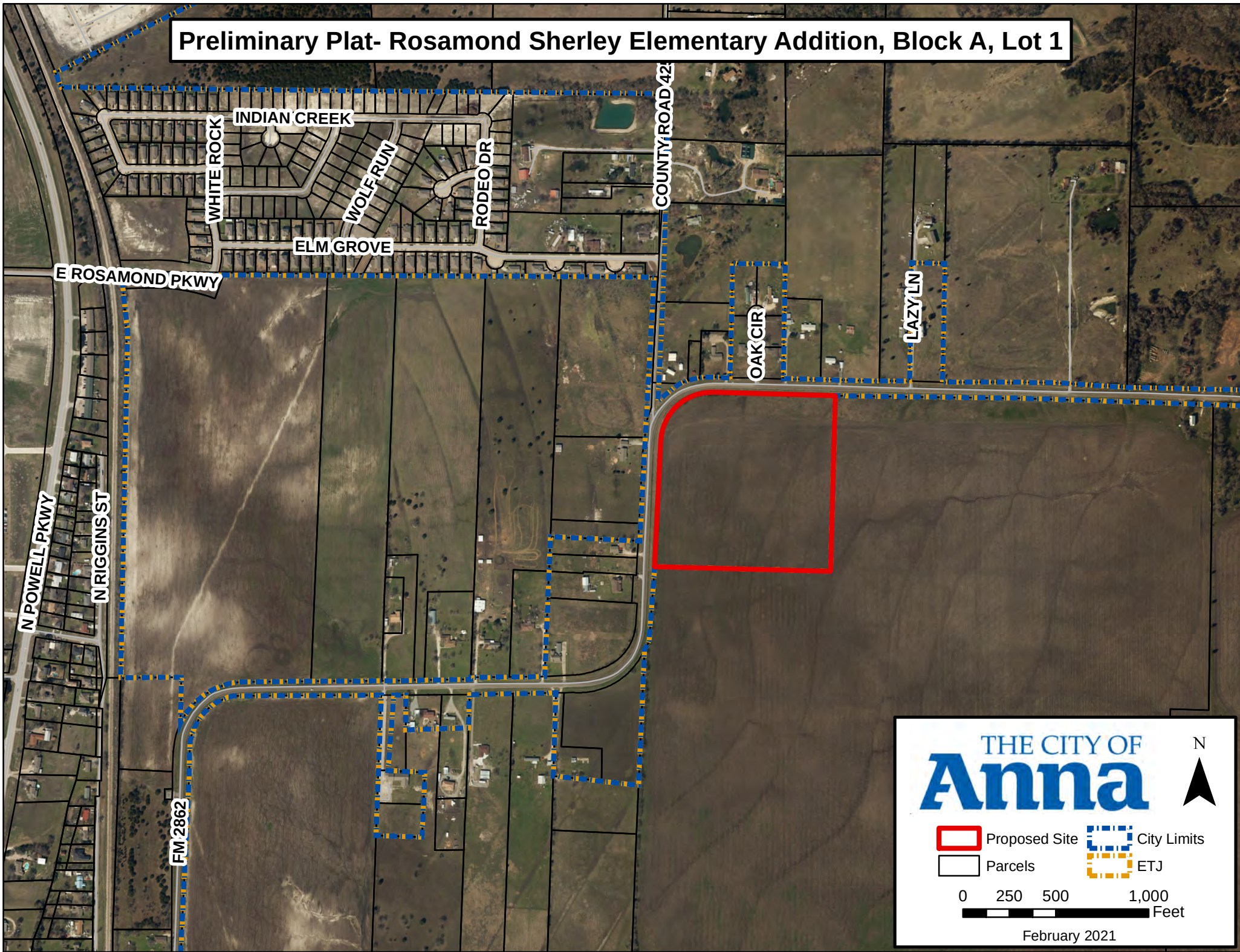
Jim Proce, City Manager

Created/Initiated - 3/3/2021

Approved - 3/3/2021

Final Approval - 3/4/2021

Preliminary Plat- Rosamond Sherley Elementary Addition, Block A, Lot 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR ROSAMOND SHERLEY ELEMENTARY SCHOOL ADDITION, BLOCK A, LOT 1

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

WHEREAS, Anna Independent School District, has submitted an application for approval of a preliminary plat for Rosamond Sherley Elementary School Addition, Block A, Lot 1;

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 Rosamond Sherley Elementary School Addition, Block A, Lot 1 attached hereto as Exhibit A.

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

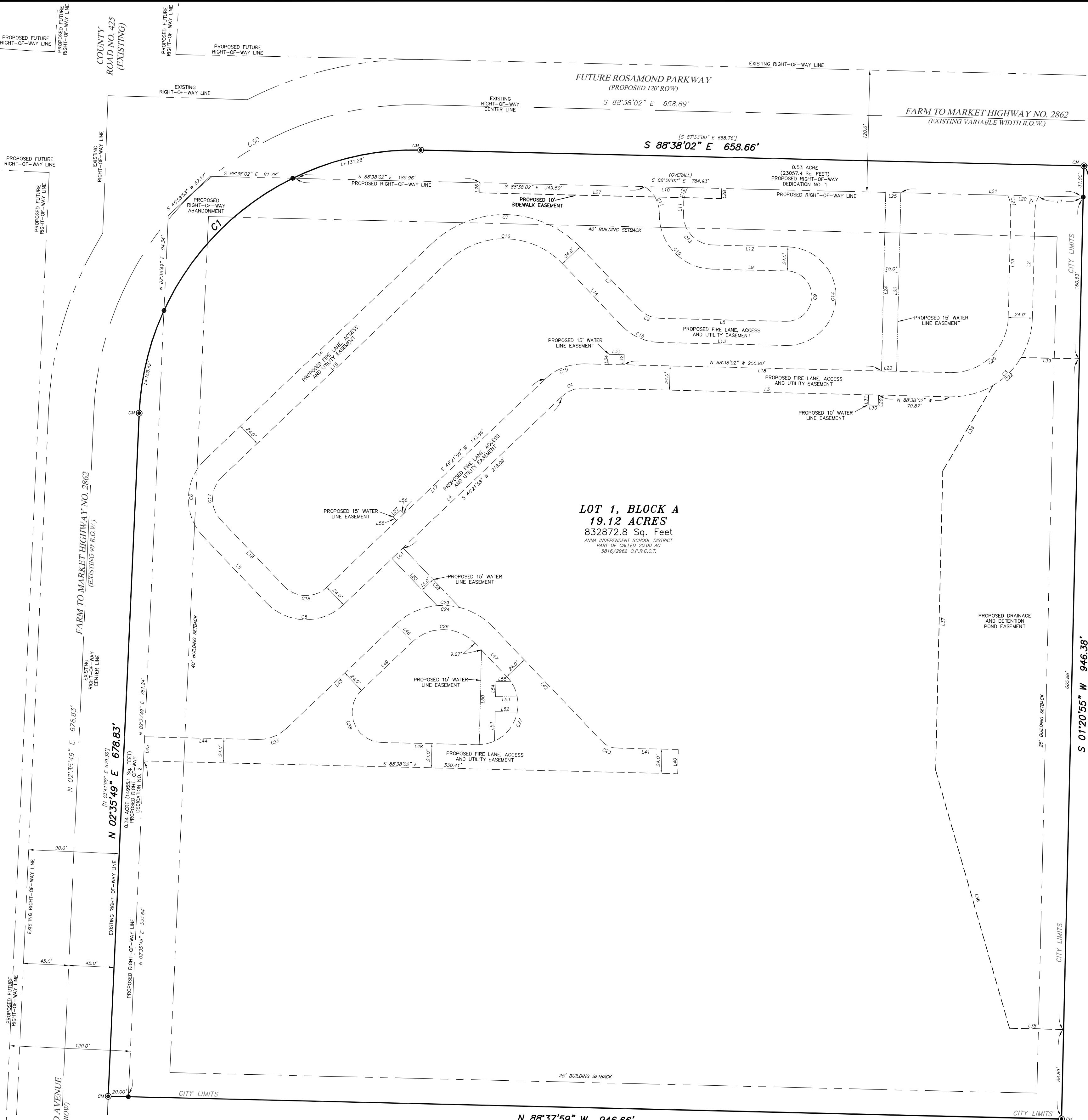
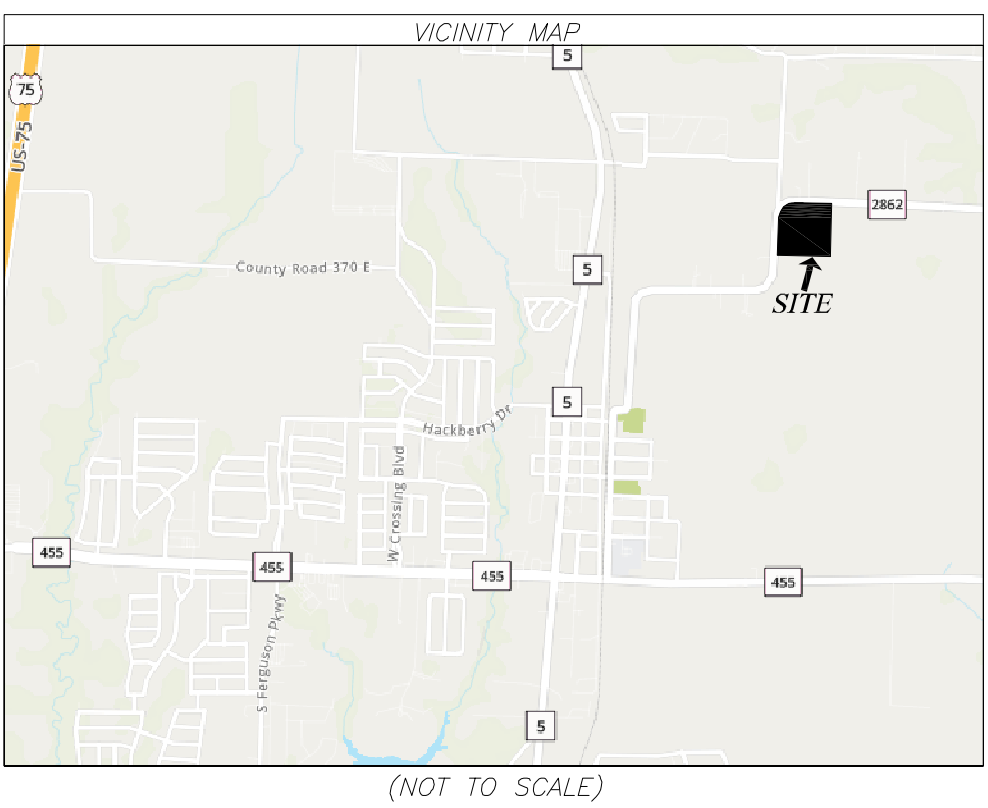
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT A



NO.	DELTA	RADIUS	CHORD B.	CHORD L.	ARC L.
C1	88°46'27"	273.37'	N 46°56'32" E 382.45'	423.56'	
C2	27°49'05"	30.00'	S 15°16'31" W 14.42'	14.57'	
C3	90°00'00"	80.00'	N 46°21'58" E 113.14'	125.66'	
C4	45°00'00"	30.00'	S 68°51'58" W 22.96'	23.56'	
C5	90°00'00"	54.00'	S 88°38'02" E 76.37'	84.82'	
C6	90°00'00"	54.00'	S 01°21'58" W 76.37'	84.82'	
C7	90°00'00"	104.00'	N 88°38'02" W 147.08'	163.36'	
C8	45°00'00"	30.00'	S 66°08'02" E 22.96'	23.56'	
C9	180°00'00"	25.00'	N 01°21'58" E 50.00'	78.54'	
C10	90°00'00"	54.00'	S 43°38'02" E 76.37'	84.82'	
C11	60°04'25"	30.00'	N 28°40'14" W 30.03'	31.45'	
C12	27°49'05"	30.00'	S 15°16'31" W 14.42'	14.57'	
C13	90°00'00"	30.00'	S 43°38'02" E 42.43'	47.12'	
C14	180°00'00"	49.00'	N 01°21'58" E 98.00'	153.94'	
C15	45°00'00"	54.00'	S 66°08'02" E 41.33'	42.41'	
C16	90°00'00"	80.00'	N 88°38'02" W 113.14'	125.66'	
C17	90°00'00"	30.00'	S 01°21'58" W 42.43'	47.12'	
C18	90°00'00"	30.00'	S 88°38'02" E 42.43'	47.12'	
C19	45°00'00"	54.00'	S 68°51'58" W 41.33'	42.41'	
C20	90°00'00"	56.00'	N 46°21'58" E 78.20'	87.98'	
C21	27°49'05"	30.00'	N 12°32'35" W 14.42'	14.57'	
C22	28°31'27"	80.00'	N 45°05'18" E 39.42'	39.83'	
C23	45°00'00"	20.00'	S 66°08'02" E 15.31'	15.71'	
C24	90°00'00"	68.00'	N 88°38'02" W 96.17'	106.81'	
C25	45°00'00"	40.00'	N 68°51'58" E 30.61'	31.42'	
C26	90°00'00"	44.00'	N 88°38'02" W 62.23'	69.12'	
C27	135°00'00"	40.00'	N 23°51'58" E 73.91'	94.25'	
C28	135°00'00"	30.00'	S 21°08'02" E 55.43'	70.69'	
C29	19°03'10"	68.00'	N 85°25'31" W 22.51'	22.61'	
C30	88°46'27"	318.35'	N 46°56'43" E 445.38'	493.26'	

BOUNDARY DESCRIPTION

ALL that certain 19.99 acre lot, tract or parcel of land situated in the Gwyn Morrison Survey, Abstract No. 559, Collin County, Texas, being all of a called 20.00 acre tract described in a gift deed from Sherley Partners, Ltd. to Anna Independent School District as recorded in Volume 5816, Page 2962, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.), said 19.99 acre tract being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod and red cap stamped "Beer 4117" found at the northeast corner of said 20.00 acre tract, a northwest corner of the remainder of a called 123.45 acre Tract No. 1.1 described in a deed to Sherley Partners, Ltd. as recorded in Volume 4466, Page 153, Deed Records, Collin County, Texas, (O.P.R.C.C.T.), and on the south right-of-way line of Farm to Market Highway No. 2862;

THENCE S 01°20'55" W along the east line of said 20.00 acre tract and a west line of said remainder of a called 123.45 acre Tract No. 1.1 a distance of 946.38 feet to a 1/2" iron rod and red cap stamped "Beer 4117" found at the southeast corner of said 20.00 acre tract, a northwest corner of said remainder of a called 123.45 acre Tract No. 1.1;

THENCE N 88°37'59" W along the south line of said 20.00 acre tract and a north line of said remainder of a called 123.45 acre Tract No. 1.1 a distance of 946.66 feet to a 1/2" iron rod and red cap stamped "Beer 4117" found at the southwest corner of said 20.00 acre tract, a northwest corner of said remainder of a called 123.45 acre tract, and on the east right-of-way line of said Highway;

THENCE along the common line between said 20.00 acre tract and said Highway the following:

N 02°35'49" E a distance of 678.83 feet to a 1/2" iron rod and red cap stamped "Beer 4117" found; along a curve to the right having a central angle of 88°46'27", a radius of 273.37 feet, a chord bearing and distance of N 46°56'32" E, 382.45 feet, through an arc length of 423.56 feet, to a 1/2" iron rod and red cap stamped "Beer 4117" found; S 88°38'02" E a distance of 658.66 feet to the POINT OF BEGINNING and containing 19.99 acres of land or 870885.3 Sq. Feet, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Stephen A. Hudson, Registered Professional Land Surveyor, State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Anna, Texas.

Stephen A. Hudson, R.P.L.S. No. 4896

Date 02/23/2021

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Stephen A. Hudson, 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 and under the authority therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 20____.

Notary Public for and in the State of Texas

CERTIFICATE OF APPROVAL

Approved on this the _____ day of _____, 20____, by the City Council, City of Anna, Texas.

Mayor

City Secretary

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Anna Independent School District acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein described property as ROSAMOND SHERLEY ELEMENTARY ADDITION, BLOCK A, LOT 1, 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 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 obstructions, 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.

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

WITNESS my hand this the _____ day of _____, 20____.

STATE OF:

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 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 _____, 20____.

Notary Public in and for _____ County

My Commission Expires: _____

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN
CITY OF ANNA

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

APPROVED
MARCH 9, 2021
CITY COUNCIL
CITY OF ANNA

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

PRELIMINARY PLAT OF
LOT 1, BLOCK A
ROSAMOND SHERLEY
ELEMENTARY ADDITION

BEING A PRELIMINARY SUBDIVISION PLAT OF A CALLED 20.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ANNA INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 5816, PAGE 2962, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SITUATED IN THE GWYN MORRISON SURVEY, ABSTRACT NO. 559, COLLIN COUNTY, TEXAS.

OWNER	LEGEND	PRELIMINARY PLAT	SCALE: 1"=60'
Anna Independent School District Dr. Bradley Duncan, Assistant Superintendent 501 S. Sherley Ave. Anna, TX 75409 972-924-1022	CM Control Monument ● 1/2" Iron Rod w/Red Cap Stamped "Beer 4117" Found ● 3/4" Iron Rod Set w/Pink Cap Stamped "EST"	SHEET 1 OF 1 DRAWN BY: TD TECHNICIAN: PD JOB NO. 6009881-PRE REVISIONS:	DATE: 02/23/2021 SURVEYED BY: ZM DRAWN BY: TD TECHNICIAN: PD JOB NO. 6009881-PRE

NOTICE: Selling a portion of this addition by metes and bounds as a violation of City ordinance and State Law and is subject to lines and withholding of utilities and building permits.

NOTE: All easements are proposed by this plat.

NOTE: No trees on this lot.

NOTE: No structures on this lot.

NOTE: Current zoning is SF-E, (Single Family Residential - Large Lot).

NOTE: The Bearings are based on the Texas State Plane NAD 83, Texas North Central Zone, FIPSZONE 4202.

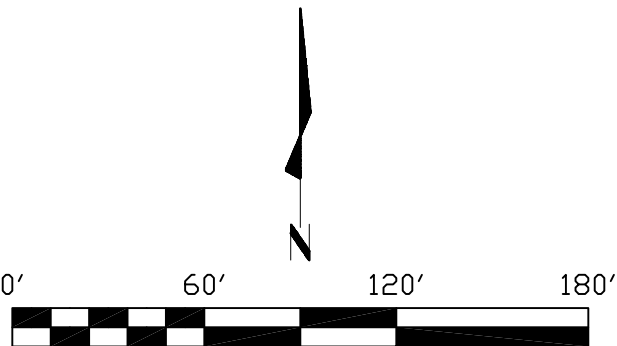
NOTE: All record calls are denoted in [] per document recorded in Vol. 5816, Pg. 2962, O.P.R.C.C.T., unless otherwise noted.

NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional easements or encumbrances affecting this tract that are not shown hereon.

FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to lie within a 100 year flood zone area, according to Flood Insurance Rate Map No. 48085C0160U, dated June 2, 2009, published by the Federal Emergency Management Agency.

PARCEL	LAND USE DATA TABLE	GROSS AREA	NET AREA
LOT 1, BLOCK A		19.99 ACRES	19.12 ACRES
R.O.W. DEDICATION No.1		0.53 ACRES	0.53 ACRES
R.O.W. DEDICATION No.2		0.34 ACRES	0.34 ACRES
R.O.W. DEDICATION TOTAL		0.87 ACRES	0.87 ACRES

SHERLEY PARTNERS, LTD.
REM. OF CALLED 123.45 AC.
TRACT NO. 1.1
4466/153 O.P.R.C.C.T.
(NO ZONING)
(UNPLATTED)





Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute purchase orders in an amount not to exceed \$70,000 for the emergency rehabilitation of Water Well 4 in the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is to approve emergency rehabilitation of Well 4, which provides groundwater to our public water system. Well 4 currently contains our oldest well equipment, as all other well sites have had aging equipment replaced in recent history. The equipment is beyond its useful service life and is failing.

The extreme weather events of February 14th-20th, in addition to the aging condition of the well motor, pipes, and wiring, caused the system to fail beyond reasonable repair. The scope will include full rehabilitation, including new casing pipe, a new pump and motor, and new wiring. The quote is attached as Exhibit A.

The Anna Public Works Department has a budget line item for Pump, Motor, and Well Maintenance and Repair. This line item contains \$150,000 of Utility Fund dollars for annual work. This budget line item will be used to fund the need repairs, so no additional funding is required.

Due to the emergency nature of this situation, Staff has partnered with THI Water Well, LLC to complete the needed replacement and rehabilitation of Well 4. THI has a great deal of experience and expertise in water wells, including the completion of many well projects for the City of Anna.

If approved, THI will mobilize and begin work within the next week.

FINANCIAL IMPACT:

This item will be paid for from the Public Works Utility Line Item "Maintenance & Repair - Pumps, Wells, & Motors," in an amount not to exceed \$70,000.

No additional funding is needed beyond our annual budget for this type of work.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live**STAFF RECOMMENDATION:**

Staff recommends approval.

ATTACHMENTS:

1. Resolution - Well 4 Emergency Rehabilitation

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 3/3/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE EMERGENCY REHABILITATION OF WATER WELL 4 AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, IN THE AMOUNT NOT TO EXCEED SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$70,000); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for protecting the health, safety, and welfare of the community; and,

WHEREAS, in order to provide for the welfare of the community, the City’s public water system requires regular maintenance up to and including full rehabilitation and replacement of critical infrastructure; and,

WHEREAS, Water Well 4 has failed and is of an age and condition beyond its useful service life; and,

WHEREAS, The pump, motor, casing pipe, and electrical components for Water Well 4 must be replaced; and,

WHEREAS, the City of Anna has worked with THI Water Well, LLC to obtain a quote for the emergency rehabilitation; and,

WHEREAS, the total estimated cost of the project is \$70,000, including 7.7% for contingency funds.

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Manager is hereby authorized to execute a purchase order to THI Water Well, LLC, in an amount not to exceed \$70,000.00 for the rehabilitation of Water Well 4 in the City of Anna, Texas.

That funding for the purchase orders shall come from the Public Works Department Utility Division Fund annual Maintenance and Repair – Pump, Wells, Motors budget line item.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of March 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Nate Pike

Exhibit “A”
(see following pages)

PURCHASING QUOTE FORM

PO # _____

Public Works Department
3223 N. Powell Pkwy
Anna, TX 75409

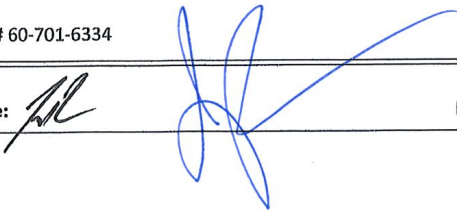
THE CITY OF
Anna

Description of Item:	Emergency Repair of well 4
Submitted By:	Troy Hopkins
Exemption :	Emergency Repair
Division to charge:	Water 60-701

****Quote Summary (Attach Supporting Documentation if Required)****

Vendor	Quantity	Unit Price	Total Price
THI	1	\$64,578.40	\$64,578.40

Quotes are required for all purchases over \$500. For purchases from \$500-\$2,999 verbal quotes are acceptable. For purchases from \$3,000-\$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manager. Additionally 2 HUB's must be invited to quote on purchases exceeding \$2,999. Evidence of the invitation must accompany the purchase order.

Emergency repair of well 4. Well was pumping at approximatey 40 gpm as opposed to they typical 150 gpm. THI was called out to troubleshoot. Could not find issue with pump or motor from above ground. After pulling well, the column pipe is thinning or corroded, wire was stiff and brittle and the pump had holes in it. With the age of all the equipment, THI has suggested replacing all equipment in the well to maximize effeciency. Account # 60-701-6334 Signature:  Date: 5/2/21

THI WATER WELL, LLC

1620 Highway 59 N.

PO Box 1419

Bowie, Texas 76230

03/01/2021

*Quote prepared by:***Rolan Jowell****903-814-6845**

Email: rolan@thiwaterwell.com

Chip Hopkins**Job # 10287****Anna, Texas****Well # 4**Work requested by: **Chip Hopkins, m. 469 525-2099**

Email: thopkins@annatexas.gov

This is a quote to replace all the equipment on well # 4. The pipe is all in bad shape, the pipe that's not corroded is thin and was crushing when we were taking it apart. The wire in the well is at least over 15 years old, the wire's insulation is getting hard and brittle, the wire is very stiff. The pump and the motor are both 5 years old.

Motor 8" 60hp SME	16,622.00*
Flow wise pump 5hc-18	8,764.00
Wire 1/0 1070' @ 14.10'	15,087.00
Column pipe 4" 8rd 1050' @ 16.00'	16,800.00
Check valves 4" 2 @ 505.00ea	1,010.00
Air line 1055' @ .28'	295.40
Rig time 2 days @ 3,000.00 a day	6,000.00
Total	64,578.40

This is quoted with an 8" 60hp motor. I prefer the 8" motor because it is a tougher motor, it has larger windings that can dissipate heat better, they tend to last longer. The total for this job with a standard 6" 60 HP motor is 55,552.40

 3/2/21
60-701-6354

This ticket is for THI office, upon completion of job, THI office will send invoice for payment.



**SOLE SOURCE VENDOR
EMERGENCY OR EXCEPTION TO COMPETITIVE BIDDING FORM**

VENDOR NAME: THI

Sole Source items are available from only one source because of patents, copyrights, secret processes, or natural monopolies. A letter of justification on company letterhead must accompany this form.

This form must accompany the purchase document whenever an emergency or exception to the competitive bidding process is requested. State and local laws subjects the City of Anna to competitive bidding rules. The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

Please check all applicable categories and provide additional information where indicated:

- ☐ Sole Source is the selection of one supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. A letter of justification on company letterhead must accompany this form.
- ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
- ☐ The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- ☐ Repair/Maintenance service is available only from manufacturer or designated service representative.
- ☐ Upgrade to or enhancement of existing software is available only from one manufacturer.
- ☐ Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- ☒ **EMERGENCY**
 - o a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
 - o a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
 - o a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Provide a detailed exception and attach supporting documentation:

THI was contacted to troubleshoot under-producing well. Once investigated, the well was found to be irreparable. Due to the supply of water for the City, well 4 is a vital piece of our system capacity. THI is prepared to pull and replace all equipment once PO is issued.

I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department.


Signature/Date

3/2/21

Public Works
Department Name

Troy Hopkins

Printed Name

Utility Superintendent

Title

City Manager Approval

Date



3/2/21



Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a Lease Agreement by and between the City of Anna, Texas and CARDS Dallas, Incorporated. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

CARDS Dallas, Incorporated began providing solid waste services in the City of Anna at the end of August, 2020. At that time, the City allowed CARDS temporary use of a portion of the Public Works facility to transition into the role, with the understanding that CARDS was looking for a permanent home in the area.

In return, CARDS provided a reduction on the disposal cost of residential solid waste services billed to the City. This reduction was passed on to neighbors, resulting in the current residential rate of \$15.25.

Now that the transition period is complete, and CARDS is still working with the City and Economic Development Corporation on a permanent facility, it is important to formalize this lease agreement. The attached agreement was prepared by the City Attorney with feedback from City staff.

The lease agreement will be in place until either party chooses to end the lease, or at the end of the annual solid waste contract term, which will be September 1, 2021. It may be extended by another year if approved by the City Council.

In accordance with City Ordinance 873-2020 which set solid waste rates, the disposal rate is subject to change. If the lease were to end, or be denied, the full disposal cost would be applied.

Both CARDS and City staff are hopeful that the two parties can work together to find a suitable long-term location for their facility in the City of Anna.

FINANCIAL IMPACT:

The agreement results in a reduced rate for residential solid waste services during the term of the lease.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City**STAFF RECOMMENDATION:**

Staff recommends approval of the Lease Agreement as presented.

ATTACHMENTS:

1. LEASE - CARDS Public Works Lease Final
2. ORD 873-2020 Garbage Rates
3. Original Contract - Anna CARDS Final Resolution with contract
4. Resolution - CARDS Lease

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 3/3/2021

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into by and between the City of Anna, Texas, a home-rule municipality ("Landlord") and CARDS Dallas Inc. a Texas corporation ("Tenant"). For valuable consideration the parties as follows:

1. Definitions. The following terms have the meanings set forth below:

(a) Effective Date. The effective date of this Lease is the 1ST day of February 2021.

(b) Landlord. The City of Anna, Texas.

(b) Leased Space. Landlord owns approximately 14.97 acres of real property located at 3223 North Powell Parkway, Anna, Texas 75409 (the "Premises"). Landlord owns all of the structures and other improvements on the Premises. An industrial/office building of approximately 11,000 square feet (the "Public Works Building") is located on the Public Works Site. The space leased to tenant under this Lease (the "Leased Space") consists of certain portions of indoor and outdoor areas within the Premises, including solely the following: (1) 240 square feet of indoor office space within the Public Works Building as shown on the attached Exhibit A along with nonexclusive license for access and normal use the three restroom areas shown on said exhibit; (2) 20,000 SF of outdoor uncovered polycart and dumpster storage as shown on Exhibit B; (3) 15,000 square feet of commercial vehicle parking as shown on Exhibit B; (4) 3,500 square feet of uncovered employee parking as shown on Exhibit B; and (5) 1,200 square feet of covered vehicle maintenance area as shown on Exhibit B.

(c) Lease Period. Commencing on the first day of the month following the Effective Date and expiring on September 1, 2021 subject to a one-year renewal under mutually agreeable terms stated herein if agreed to in writing by Landlord and Tenant.

(d) Permitees. All partners, officers, directors, employees, agents, contractors, customers, visitors and invitees of Tenant at the Leased Space for the purposes set forth in paragraph 2(a), below.

(e) City Council. The City Council of the City of Anna, Texas.

(f) Tenant. CARDS Dallas Inc.

2. Demise, Term.

(a) Demise and Grant of Leased Space. Landlord hereby leases to Tenant and Tenant accepts from Landlord under the terms, provisions and conditions of this Lease the Leased Space commencing on the Effective Date hereof and continuing until the expiration or earlier termination of the Term as hereinafter

provided and solely for the purpose of using the Leased Space to conduct the business operations necessary to fulfill Tenant's obligations under the City of Anna Solid Waste Collection and Disposal Contract effective August 31, 2020 and entered into by the City of Anna on July 14th 2020 in Resolution No. 2020-7-759 (the "Solid Waste Contract").

(b) Term. The primary term ("Primary Term") of this Lease shall commence as of the Effective Date hereof and shall expire at midnight on September 1, 2021, subject to earlier termination as provided elsewhere in this Lease. The Primary Term and any Renewal Term or extension thereof pursuant to paragraph 2(c) below is referred to in this Agreement as the "Term".

(c) Renewal. This Lease shall expire September 1, 2021 (the "Expiration Date") and shall not automatically renew; provided, however, that this Lease may be extended for a period of one year if the City Council approves such a renewal and a written extension is duly executed by Landlord and Tenant.

(d) Quiet Enjoyment. Upon Tenant's payment of all Rent required hereunder as same becomes due and observance and performance of all of the covenants, terms and conditions to be observed and performed by Tenant pursuant to this Lease, Tenant shall have throughout the Term, peaceful, quiet and undisturbed use and possession of the Leased Space and all rights and privileges appertaining thereto, subject to the terms, conditions and provisions of this Lease.

(e) Landlord's Title, Subordination. Landlord covenants, represents and warrants to Tenant as follows:

(1) Title. Landlord hereby represents and warrants that it owns good and indefeasible fee simple title in and to the Premises, subject only to permitted exceptions in any applicable title policy and has full right and authority to make this Lease. This Lease shall not be recorded.

(2) No Actions. There are no actions, suits or proceedings pending or to the best of Landlord's knowledge, threatened against Landlord and affecting any portion of the Premises, at law or in equity, or before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(3) Authority. The execution and consummation of this Lease by Landlord has been duly authorized and does not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, agreement, instrument or obligation to which Landlord is a party or by which the Premises or any portion thereof is bound. However, notwithstanding the foregoing or any term or provision of this Lease, and all rights and obligations of Landlord and Tenant hereunder are subject to and shall not be effective unless and until there has been formal approval by the City Council of this Lease at a duly noticed public meeting.

(f) Condition of Leased Space. TENANT ACKNOWLEDGES THAT TENANT HAS INSPECTED THE LEASED SPACE AND ACCEPTS THE LEASED SPACE AS STATED IN THE CERTIFICATION ATTACHED HERETO AS EXHIBIT C AND DELIVERED BY TENANT TO LANDLORD. FURTHER, IF AT ANY TIME THIS LEASE SHALL BE FOUND OR DECLARED NULL, VOID, ILLEGAL OR OTHERWISE INVALID FOR ANY REASON BY A COMPETENT COURT OR TRIBUNAL WITH PROPER JURISDICTION, TENANT EXPRESSLY COVENANTS AND WARRANTS THAT IT SHALL CEASE ALL OPERATIONS AND VACATE AND SURRENDER THE LEASED SPACE FORTHWITH IN ACCORDANCE WITH THE SURRENDER REQUIREMENTS UNDER PARAGRAPH 10(e) AND OTHER APPLICABLE PROVISIONS OF THIS LEASE AND AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES CAUSED BY ANY SUCH FINDING OR DECLARATION OF NULLITY, VOIDNESS, ILLEGALITY OR INVALIDITY.

3. Rent. Tenant shall pay Landlord the following amounts:

Rent. During the Term of this Lease, Tenant shall reduce the monthly invoice to the City of Anna for residential solid waste and recycling services from \$16.44 to \$15.94. Upon the termination of this lease agreement, the residential solid waste and recycling service rate shall increase to the full price of collection and disposal services as stated in the most current Solid Waste Contract, plus disposal fees. At the conclusion of the lease agreement the Residential Solid Waste Rate charged by CARDS to the City of Anna will increase to \$16.44. This increase does not include annual price changes for collection and disposal as allowed per the contract.

4. Improvements, Additions and Repairs.

(a) Delivery of Leased Space. Landlord shall deliver exclusive possession of the Leased Space to Tenant upon the Effective Date (except that use of the restrooms in the Public Works Building shall be nonexclusive), suitable for industrial outdoor and office indoor use (with the indoor use being empty, broom clean, and with working HVAC, subject only to the provisions and terms of this Lease).

(b) Alterations and Improvements. With the sole exception of construction of improvements on the Leased Space as approved in writing by Landlord, Tenant may not at any time construct, alter, change, and/or demolish any Improvements now or hereafter situated on the Premises. If any such construction by Tenant is at any time approved:

(1) All such work shall be performed in a good and workmanlike manner, in accordance with accepted standards of engineering and architecture, if applicable, and in accordance with local, state and federal law, including but not limited to the Americans with Disabilities Act; and

(2) Such construction, alteration, additions, changes or demolition shall be in compliance with all applicable building codes, zoning,

rules, regulations and ordinances affecting construction of such alterations, additions, and changes and shall be commenced only after Tenant has been duly granted all applicable permits for same.

(c) No Mechanic's Liens. Tenant shall not permit any mechanic's or materialman's liens to be filed against Landlord's interest in the Premises arising out of any Tenant improvements, and Tenant shall indemnify, defend (using counsel acceptable to Landlord in its reasonable discretion), and hold harmless Landlord from and against any costs, liability or expense, including attorneys fees and related expenses, attributable to any such liens. Tenant's obligations under this paragraph 4(c) shall expressly survive the expiration or earlier termination of this Lease.

(d) Environmental. Tenant will conduct its business in a lawful manner and will not make or permit any unlawful use of the Leased Space. Tenant will, at its own expense, promptly comply with all laws, regulations, and ordinances affecting the Leased Space and the cleanliness, safety, occupancy, and use thereof. TENANT SHALL INDEMNIFY, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION) AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY COST, LIABILITY OR EXPENSE ARISING OUT OF OR ATTRIBUTABLE TO ANY CLAIMS, DEMANDS, CAUSES OF ACTION, FINES, PENALTIES, LIABILITY OR EXPENSES (INCLUDING ATTORNEY FEES AND RELATED EXPENSES AND COURT COSTS) ARISING OUT OF OR RELATED TO THE EXISTENCE, REMOVAL OR DISPOSAL OF ANY TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS WITHIN OR UPON THE LEASED SPACE CAUSED BY TENANT, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES DURING THE TERM OF THIS LEASE FOLLOWING THE EFFECTIVE DATE. FOR PURPOSES HEREOF, THE PHRASE "TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS" SHALL INCLUDE ITEMS COVERED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601-75(1986), AS AMENDED BY THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, PUB. L. NO. 99-499, 100 STAT. 1613 (1986) ("CERCLA"), THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. §2601 ET SEQ., THE CLEAN WATER ACT, 33 U.S.C. §1251 ET SEQ., THE SAFE DRINKING WATER ACT, 42 U.S.C. §§300(f)-300(j), AND OTHER FEDERAL, STATE AND LOCAL LAWS NOW OR HEREAFTER IN EFFECT GOVERNING THE EXISTENCE, REMOVAL OR DISPOSAL OF TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS. Tenant's obligations under this paragraph 4(d) shall expressly survive the expiration or earlier termination of this Lease.

(e) Repairs. Landlord shall, at its sole cost and expense, perform all repairs and preventative maintenance necessary to maintain the indoor and exterior grounds and parking areas comprising the Leased Space in good condition and repair, all to be repaired and maintained in a condition suitable for commercial office use and industrial use, as applicable, and keep the Leased Space in compliance with applicable law throughout the Term. Tenant is otherwise responsible for maintaining the indoor portions of the Leased Space in good condition, reasonable wear and tear excepted. The foregoing shall not in any way

impair or limit Tenant's right to make alterations or additions to the Leased Space as set forth in paragraph 4(b) above. Landlord may charge Tenant for reasonable third-party charges for repair of damage to the Leased Space, other than ordinary wear and tear, caused by Tenant's negligence, willful misconduct or breach of this Lease Agreement.

(f) Tenant's Fixtures. Tenant may install in or upon the Leased Space such trade fixtures and equipment as Tenant deems desirable, provided that Tenant does so in accordance with a written plan approved by Landlord in writing. Said plan shall demonstrate the size and configuration of such fixtures and equipment upon the Leased Space, with said written plan having been approved in advance by Landlord in writing, said approval not to be unreasonably withheld. All of said items shall remain Tenant's property whether or not affixed or attached to the Leased Space. Tenant may remove such items from the Leased Space at any time during the Term and shall repair, at Tenant's sole cost, any damage caused by such removal.

(g) Platting, Site Plans, Approvals. Landlord and Tenant acknowledge that it may be necessary, from time-to-time, for Landlord or Tenant to seek governmental approvals with respect to platting, zoning, site plans, permitting and/or obtaining other permits in connection with its use and occupancy of the Leased Space for the uses permitted hereby (collectively, "Approvals"). Landlord agrees to reasonably cooperate with Tenant with respect to its obtaining the Approvals and to execute such documents as may be required of the owner of fee title to the Leased Space in order for Tenant to obtain the Approvals, provided that Landlord shall not incur any costs or liabilities in connection therewith, and Landlord does not guarantee or make any representations with regard to Tenant's ability to actually obtain the Approvals. Tenant expressly understands and agrees that approval by the City Council of this Lease does not constitute the City Council's granting of an Approval and does not bind the City Council to grant or approve any other Approvals.

5. Utilities. Landlord shall at its own expense arrange with the appropriate utility suppliers for services to the Premises, pay all connection, meter and service charges required to connect utilities to the Premises, and pay such utility suppliers directly for such services.

6. Use, Transfers, or Assignments.

(a) Tenant's Use. Tenant may use the Leased Space solely for the purposes set forth in Paragraph 2(a), above.

(b) Assignment, Subletting. Tenant shall not assign all or any part of this Lease or sublet all or any part of the Leased Space without Landlord's written consent, which may be withheld in Landlord's sole discretion. In the case of any assignment or sublease permitted by Landlord, Tenant shall not be released from liability under this Lease. All assignments and subleases must be in writing and

must be binding on Tenant and the assignee or subtenant. No assignment or sublease may become effective before Landlord has approved in writing the terms of such written assignment or sublease.

7. Indemnification, Insurance.

(a) Indemnification. IN ADDITION TO ANY OTHER PROVISIONS OF THIS LEASE, TENANT SHALL INDEMNIFY, HOLD HARMLESS, AND, AT LANDLORD'S OPTION, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION) LANDLORD AND ITS OFFICERS, OFFICIALS DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, REASONABLE ATTORNEY FEES AND RELATED EXPENSES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OUT OF TENANT'S USE, OCCUPANCY, CONSTRUCTION, MANAGEMENT OR CONTROL OF THE LEASED SPACE, IMPROVEMENTS OR TENANT'S OPERATIONS, CONDUCT OR ACTIVITIES, UNLESS AND TO THE EXTENT THE SAME IS DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LANDLORD, ITS AGENTS, EMPLOYEES OR CONTRACTORS. TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH 7(a) SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE TERM. **THE FOREGOING INDEMNIFICATIONS ARE EXPRESSLY INTENDED AND SHALL OPERATE TO PROTECT AND INURE TO THE BENEFIT OF THE INDEMNIFIED PARTIES EVEN IF SOME OR ALL OF LIABILITIES ARE ALLEGED OR PROVEN TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES.**

(b) Tenant's Insurance. Tenant shall, at its expense, obtain comprehensive general liability insurance against all claims on account of bodily injury, personal injury or property damage, for which Tenant may, as a result of its business operations or other use of the Leased Space, become liable, with limits of not less than (1) \$1,000,000.00 for bodily injury to or death of any one person, (2) \$2,000,000.00 for any one occurrence for bodily injury to or death of one or more persons arising out of any one occurrence, and (3) \$1,000,000.00 per occurrence with respect to any property damage; with a \$5,000,000.00 umbrella policy in addition to the foregoing policies. All policies of insurance to be maintained by Tenant hereunder may be maintained by way of "blanket policies" insuring the Leased Space and other premises and/or property owned or operated by Tenant or its Affiliates, and shall be subject to such self-insured retention as may be included in Tenant's policies, all in accordance with Texas law.

(c) Workers Compensation. Tenant shall maintain workers compensation or similar insurance affording not less than Texas statutory coverage minimums and providing not less than statutory limits or benefits for all employees of Tenant employed at the Leased Space.

(d) Scope. Each insurance or risk policy to be provided by Tenant hereunder shall name Landlord or its designee as additional insured and shall also contain a provision whereby the insurer agrees that such policy shall not be cancelled except after 30 days' written notice to Landlord or its designee. The insurance policies or duly executed certificates thereof, together with satisfactory evidence that the premium has been paid, shall be provided to Landlord on or before the Effective Date of this Lease; and, thereafter, evidence of continuing insurance and premium payment shall be delivered to Landlord not less than 30 days prior to the expiration of each policy required to be in force hereunder. If Tenant fails to maintain the required insurance or to deliver evidence of same, Landlord may, but shall not be obligated to, obtain such insurance and be reimbursed by Tenant upon demand.

(e) Waiver of Subrogation. Landlord shall not be liable by way of subrogation or otherwise to Tenant or to any insurance company insuring Tenant for any loss or damage to any of the property of the Landlord or Tenant covered by insurance even though such loss or damage might have been occasioned by the negligence of: (1) Landlord or its officers, directors, employees, agents, contractors, customers, or visitors and invitees of Landlord at the Premises; or (2) Tenant or its Permittees. This waiver shall be in effect only so long as the applicable insurance policies shall contain a clause or endorsement to the effect that the waiver shall not affect the right of the insured to recover under such policies. Tenant shall use its best efforts, including payment of any additional premium, to have its insurance policies contain the standard waiver of subrogation clause. In the event Tenant's insurance carrier declines to include in such carrier's policies a standard waiver of subrogation clause, Tenant shall promptly notify Landlord.

8. Destruction, Condemnation.

(a) Destruction.

(1) Cancellation. If any portion of the Improvements situated on the Leased Space shall be damaged or destroyed to the extent that Tenant can no longer peaceably enjoy the Leased Space after Landlord has had at least 30 days after written notice from Tenant to cure any such damage or destruction, then this Lease shall terminate at Tenant's sole option and discretion indicated by written notice from Tenant within 30 days following such damage or destruction.

(2) Restoration. In the event of damage or destruction not caused by Tenant's or Landlord's intentional misconduct or breach of this Agreement, and in the event Tenant has elected not to terminate the lease, Landlord shall, at its sole discretion: (1) remove any debris and cause the Leased Space to be repaired or restored as Tenant may deem necessary or desirable, but in any event the Leased Space shall be repaired or restored by Landlord to a safe and slightly condition in compliance with all applicable laws; or (2) terminate this Lease as indicated by written notice from Landlord within 30 days following such damage or destruction.

(b) Condemnation.

(1) Taking of Parking or Access. In the event of a taking by the power of eminent domain or conveyance in lieu thereof ("Taking") of the whole or any part of the Leased Space, this Lease shall terminate at Tenant's sole option and discretion indicated by written notice from Tenant within 30 days' following such Taking. If Tenant continues under this Lease, the rental amount shall not be adjusted therefore, except by mutual agreement of the parties. However, neither this provision nor any other provision in this Lease shall be interpreted to restrict in any manner the Landlord's right to grant, convey, or dedicate easements on any part of the Leased Space to any person or entity allowing any type of use so long as such use does not degrade Tenant's ability to operate its business.

(2) Awards. All compensation awarded for any Taking of the Leased Space (other than a Taking initiated or consummated by the City of Anna, Texas), including any interest of Landlord or Tenant therein, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's rights, title and interest in and to any and all such compensation.

9. Default.

(a) Events of Default. The following are events of default ("Events of Default"):

(1) Obligations. Either party ("Defaulting Party") fails to perform any obligation, covenant or condition or to comply with any provisions of the Lease and such failure continues for 30 days after written notice from the other party ("Non-Defaulting Party"), unless said default requires more than 30 days to cure and the Defaulting Party commences a cure within 30 days after written notice and thereafter maintains a diligent effort to complete the cure.

(2) Bankruptcy. Either party files in any court pursuant to any statute a petition in bankruptcy or insolvency or for reorganization or arrangement or makes an assignment for the benefit of creditors or any such petition is filed against a party and a receiver or trustee of all or any portion of that party's property is appointed and such proceeding is not dismissed or the trusteeship discontinued within 90 days after such appointment.

(b) Remedies. Upon the occurrence of an Event of Default by either party, the Non-Defaulting Party shall have the right to terminate this Lease due to the other's default and has the additional right to pursue a cause of action at law or in equity. In the event of early termination as a remedy to default, Tenant shall be liable to Landlord for a prorated portion of the rent and any utility amounts that would normally be due up and until the date that Tenant surrenders the Leased Space in accordance with this Lease, subject to offset for any damages at law or in equity.

10. General Provisions.

(a) Notice. "Notice" shall mean any notice, notification, consent, approval, request, designation, submission, specification, election or other communication required or permitted under this Lease. All Notices shall be in writing and shall be deemed to have been given and received the earlier of (1) the date the Notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (2) three days after the Notice is placed in the mail addressed to the other party at the party's address, properly stamped, certified or registered mail, return receipt requested. A party's address shall be as follows or as set forth in a written Notice to the other party:

Landlord:	City Manager City of Anna, Texas 111 N. Powell Parkway Anna, Texas 75409 Fax: 972-924-2620
and to:	Clark McCoy Wolfe, Tidwell & McCoy, LLP 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034 Fax: 972-712-3540
Tenant:	Dan Christensen CARDS Dallas, Incorporated 3020 Sargent Road Dallas, Texas 75203

(b) Entire Agreement. This Lease embodies the entire agreement and understanding between the parties as to the lease of the Leased Space by Tenant and supersedes all prior negotiations, agreements and understandings pertaining to such lease. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. This Lease is not intended to be nor shall it be construed as a service contract or contract for the sale of goods by Tenant to Landlord. Landlord does not by entering into this Lease waive any immunities it may have under common law or statute.

(c) Commission. Tenant and Landlord hereby represent to each other that neither has entered into any agreement or understanding that would give rise to a real estate commission being owed in connection with this Lease, and each of Landlord and Tenant shall indemnify and hold the other harmless against any commission, payment, interest or participation claimed on account of this Lease with any party under any alleged agreement or understanding entered into on that

party's behalf with the person or entity claiming the commission, payment, interest or participation.

(d) Force Majeure. Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, epidemic, pandemic, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

(e) Surrender. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Leased Space to Landlord. Tenant shall remove all Personal Property, which are not fixtures (other than fixtures installed by Tenant pursuant to Section 4(f) above, which Tenant may remove at Tenant's expense), and shall return any area altered by Tenant for use into its previous condition, subject to Landlord's election to allow any specific items to remain "as is," which election Tenant may secure only in writing from Landlord. All other installations or improvements, including all infrastructure, structures, buildings, HVAC equipment, paneling, decorating, partitions, railings, mezzanine floors, and galleries made by either party shall be and become upon installation, the property of Landlord and shall be surrendered with the Leased Space at the expiration or termination of this Lease unless Landlord notifies Tenant to the contrary in writing, in which event Tenant may remove such property at its expense. Any property not promptly removed by Tenant under the provisions of this subparagraph may, at Landlord's option, be deemed to have been abandoned by Tenant and may be retained by Landlord without any claim by Tenant. Tenant shall in any event repair any damage to the Leased Space caused by Tenant's removal of any property.

(f) Applicable Law, Construction. The laws of the State of Texas shall govern the validity, performance and enforcement of this Lease. Any dispute arising under this Lease resulting in litigation shall be adjudicated solely in a court of competent jurisdiction in Collin County, Texas. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision shall have the meaning which renders it valid. The submission of this document for examination does not constitute an offer to lease, this document being effective only upon the conditions stated herein.

(g) Time of the Essence. Time is of the essence with respect to each provision, term and covenant of this Lease.

(h) Captions. The captions are for convenience and do not limit or define the provisions of this Lease.

(i) Gender, Number. Whenever the sense of this Lease requires it, the use of (1) singular number shall be deemed to include the plural, (2) the masculine

gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine and feminine gender.

(j) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

(k) Contract Interpretation. This Lease is the result of negotiation between the parties, and shall, in the event of any dispute over the meaning or application of any portion thereof, be interpreted fairly and reasonably, and not to be more strictly construed against one party than another, regardless of which party originally drafted the language in dispute.

(l) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

(m) Binding Effect. All provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

SIGNATURES:

LANDLORD:

CITY OF ANNA, TEXAS

By: _____
Name: Jim Proce
Title: City Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Jim Proce, City Manager of the City of Anna, Texas, a home-rule municipality on behalf of said municipality.

Notary Public/State of Texas

TENANT:

CARDS Dallas Inc.,
a Texas corporation

By: _____
Name: _____
Title: _____

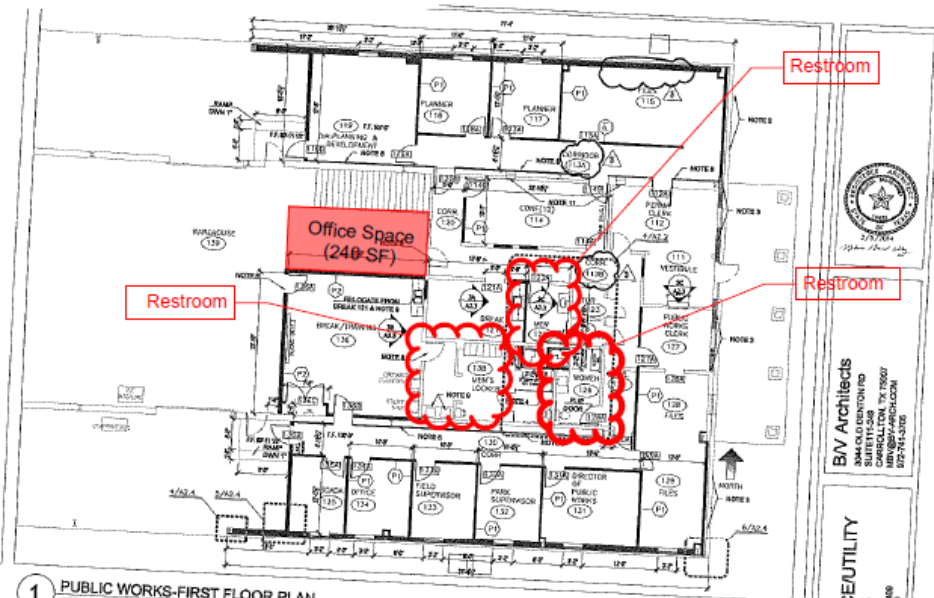
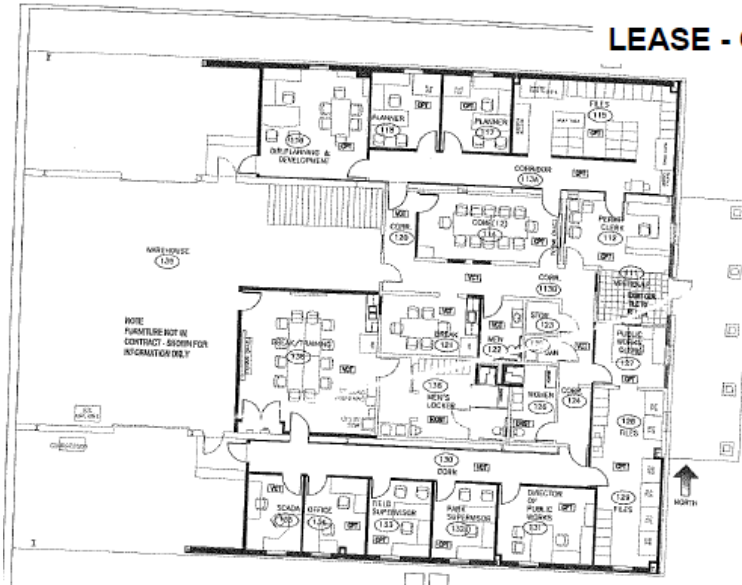
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____,
2021, by _____, its _____ on behalf of said
corporation.

Notary Public/State of Texas

EXHIBIT A

LEASE - OFFICE SPACE & RESTROOM



2 PUBLIC WORKS- FINISH & FURNITURE PLAN
1/8"=1'-0" (AT 24X36)

PARTITION SCHEDULE			
TYPE	FIRE RATING	SPECIFIC NOTES	GRAPHIC DESCRIPTION
P1		NOTE 1	WOOD STUDS AT 16" O.C. UPPER DRYWALL BOARD DOWN SIDE P-ADDITIONAL BATT INSULATION CONC. IN CAVITY
P2			2X4 WOOD STUDS AT 16" O.C. UPPER DRYWALL BOARD DOWN SIDE UPPER DRYWALL BOARD DOWN SIDE P-ADDITIONAL BATT INSULATION CONC. IN CAVITY

PARTITION SCHEDULE GENERAL NOTES

- REFER TO ROOM SIZES GENERAL AND INTERIOR ELEVATIONS FOR APPROXIMATE OF CEILING, FLOOR AND OTHER WALL FINISHES AND FINISHES.
- EXISTING ROOMS TO HAVE WOOD FLOOR TO MATCH EXISTING, NEW ROOMS TO HAVE 4" FLOOR BOARD.
- WALL JOINTS BETWEEN STUDS AND CONCRETE FLOOR SHALL BE AT LEAST 1/2" OF ALL PARTITIONS.
- WALL PARTITIONS SHALL BE BUILT ON BOTH SIDES OF ALL PARTITIONS.
- PROVIDE 1/2" ALUMINUM IN CONCRETE SPACES OF STUD WALLS AND PARTITIONS IN CONFORMANCE WITH INTERNATIONAL BUILDING CODE (APPROXIMATE EDITION), OVERLAP SPACES INCLUDE FINISH SPACES AT THE CEILING AND FLOOR.
- ALL "V" WALLS SHALL HAVE WATER RESISTANT SYSTEMS.

PARTITION SCHEDULE SPECIFIC NOTES

- EXISTING PARTITIONS ARE CEILING AND HAVE TO STRUCTURE ABOVE AT 4" OF G.C.
- EXISTING PARTITIONS TO BACK



4 PUBLIC WORKS-ENLARGED PLAN
1/8"=1'-0" (AT 24X36)

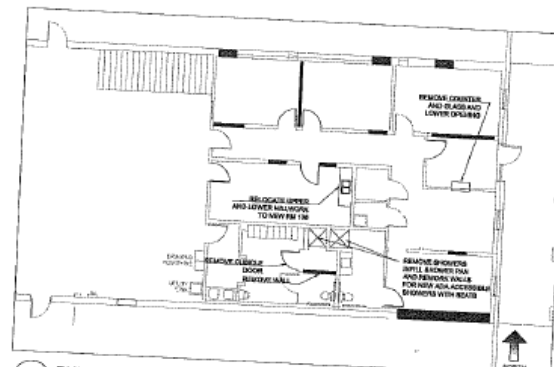
1 PUBLIC WORKS-FIRST FLOOR PLAN
1/8"=1'-0" (AT 24X36)

GENERAL NOTES

- PROJECT SHALL BE DONE IN ACCORDANCE TO THE CITY OF ANNA POLICE/UTILITY BUILDINGS RENOVATIONS PROJECT.
- REFER TO ROOM SIZES GENERAL AND INTERIOR ELEVATIONS FOR APPROXIMATE OF CEILING, FLOOR AND OTHER WALL FINISHES AND FINISHES.
- EXISTING ROOMS TO HAVE WOOD FLOOR TO MATCH EXISTING, NEW ROOMS TO HAVE 4" FLOOR BOARD.
- WALL JOINTS BETWEEN STUDS AND CONCRETE FLOOR SHALL BE AT LEAST 1/2" OF ALL PARTITIONS.
- WALL PARTITIONS SHALL BE BUILT ON BOTH SIDES OF ALL PARTITIONS.
- PROVIDE 1/2" ALUMINUM IN CONCRETE SPACES OF STUD WALLS AND PARTITIONS IN CONFORMANCE WITH INTERNATIONAL BUILDING CODE (APPROXIMATE EDITION), OVERLAP SPACES INCLUDE FINISH SPACES AT THE CEILING AND FLOOR.
- ALL "V" WALLS SHALL HAVE WATER RESISTANT SYSTEMS.

PLAN NOTES

- ALL DIMENSIONS TO FACE OF FIRST FLOOR OF FINISH WALLS.
- EXISTING ROOMS TO HAVE WOOD FLOOR TO MATCH EXISTING, NEW ROOMS TO HAVE 4" FLOOR BOARD.
- WALL JOINTS BETWEEN STUDS AND CONCRETE FLOOR SHALL BE AT LEAST 1/2" OF ALL PARTITIONS.
- WALL PARTITIONS SHALL BE BUILT ON BOTH SIDES OF ALL PARTITIONS.
- PROVIDE 1/2" ALUMINUM IN CONCRETE SPACES OF STUD WALLS AND PARTITIONS IN CONFORMANCE WITH INTERNATIONAL BUILDING CODE (APPROXIMATE EDITION), OVERLAP SPACES INCLUDE FINISH SPACES AT THE CEILING AND FLOOR.
- ALL "V" WALLS SHALL HAVE WATER RESISTANT SYSTEMS.
- EXISTING PARTITIONS ARE CEILING AND HAVE TO STRUCTURE ABOVE AT 4" OF G.C.
- EXISTING PARTITIONS TO BACK



3 PUBLIC WORKS-DEMOLITION PLAN
1/8"=1'-0" (AT 24X36)

NO.	DATE	REVISIONS	BY
1	2-14-14	POSTING ADDENDUM #1	MEV
2	1-15-14	BUREAU VETAS COMMENTS	MEV
3	12-31-13	ADDENDUM #1	MEV
4	NO	REVISIONS	BY

BV Architects
3000 S. POWELL BLVD., SUITE 100
DALLAS, TEXAS 75248
PHONE: 214-343-1300
FAX: 214-343-1301

CITY OF ANNA
PUBLIC WORKS AND POLICE/UTILITY
BUILDINGS RENOVATIONS
PROJECT NUMBER
13003

PROJECT NUMBER
13003

SHEET TITLE
PROJECT B
FLOOR PLAN
FINISH PLAN
ENLARGED PLAN

SHEET NUMBER
A2.2
DATE 2/14

EXHIBIT B

LEASE AGREEMENT - EXTERIOR SPACE

Z. F. Lester Survey
Abstract No. 546

Lot 1, Block A
7.000 Acres

Uncovered Cart & Dumpster
Storage
(20,000 SF)

Employee Parking
(3,500 SF)

Covered Vehicle
Maintenance (1,200 SF)

Commercial Vehicle
Parking (15,000 SF)

PIPE STORAGE FACILITY

GRAVEL

BUNKERS

DUMPSTER

F.H.

GRAVEL

EXPANSION

PROPANE TANK

EXISTING PROPANE TANK

EXISTING SEPTIC TANK

LANDSCAPE SETBACK

NORTH POWELL PARKWAY

N87°53'09"W

827.28'

1 SITE PLAN
1/16"=1'-0" (AT 24X36)

SITE PLAN INCLUDED FOR LOCATION REFERENCE ONLY - VERIFY ALL CONDITIONS AND DIMENSIONS



B/V Architects
3004 OLD BURNING RD
SUITE 111-120
MAYFIELD, KY 40506
607-241-3700

CITY OF ANNA
PUBLIC WORKS AND POLICE/UTILITY
BUILDINGS RENOVATIONS
PUBLIC WORKS AND POLICE/UTILITY BUILDINGS RENOVATIONS
POLICE/UTILITY BUILDINGS RENOVATIONS

PROJECT NUMBER
13003

SHEET TITLE
PROJECT B
SITE PLAN

SHEET NUMBER
A1.1
DATE 2/9/14

EXHIBIT C
TENANT'S CERTIFICATE AND AGREEMENT

THIS TENANT'S AS-IS CERTIFICATE AND AGREEMENT (this "Agreement"), is made as of February 1, 2021 by the City of Anna, Texas, a home-rule municipality ("Landlord") and CARDS Dallas Inc. ("Tenant").

RECITALS

WHEREAS, pursuant to the terms of that certain Lease, effective as of February 1, 2021, by and between Landlord and Tenant (as the same may have been amended or modified, the "Lease"), Landlord agreed to lease to Tenant, *inter alia*, that certain Leased Space as defined in the Lease and certain rights appurtenant thereto, all as more particularly described in the Lease. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease; and

WHEREAS, the Lease requires, *inter alia*, that, as a condition precedent to Landlord's obligations under the Lease, Tenant shall execute and deliver this Agreement to Landlord at commencement of the Term.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant hereby certifies and agrees as follows:

1. For purposes of this Agreement, the following terms shall have the following meanings:

"Assumed Liabilities" shall mean any and all Liabilities attributable to the physical condition of the Leased Space including, without limitation, (a) all Liabilities with respect to the condition of the Leased Space for which Tenant is to be responsible for repairs or maintenance under this Lease; (b) all Liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials caused by Tenant in, at, about, near, or under the Leased Space, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*, as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*, or any related claims or causes of action or any other Federal, State or municipal-based statutory or regulatory causes of action for environmental contamination at, in, about, near, or under the Leased Space to the extent that any of the foregoing causes of actions or claims arise from or relate to any environmental contamination or violation of Environmental Laws caused or committed by Tenant during Tenant's occupancy of the Leased Space; and (c) any tort claims made or brought with respect to the Leased Space arising out of the use or operation thereof by Tenant or its invitees and not arising from Landlord's breach

of its obligations under this Lease or with respect to the Leased Space. Notwithstanding the foregoing, however, "Assumed Liabilities" shall not include any Liabilities arising out of or in connection with:

- (i) any claims made or causes of action brought by any governmental authority as a result of any violations of any applicable laws that were caused by Landlord or by persons other than Tenant, or its invitees during the Lease term, during the time that Landlord owned title to the Premises (except for claims made or causes of action brought by Landlord, arising under, in connection with, growing out of or otherwise related to the Lease or this Agreement); and/or
- (ii) any and all Liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials introduced or installed by Landlord or by persons other than Tenant, or its invitees during the Lease term, during or prior to Landlord's period of ownership of the Premises to, in, at, about, near, or under the Leased Space, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*, as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*, or any related claims or causes of action or any other Federal, State or municipal-based statutory or regulatory causes of action for environmental contamination (collectively "Environmental Laws") at, in, about, near, or under the Leased Space to the extent that any of the foregoing causes of actions or claims arise from or relate to any environmental contamination or violation of Environmental Laws caused by Landlord, or any person other than Tenant or its invitees, during or prior to Landlord's period of ownership of the Premises.
- (iii) any and all Liabilities relating to, arising from or based upon latent defects, or conditions giving rise to work required to be done by Landlord under the Lease.

The items listed in clauses (i)-(iii) above are referred to collectively as the "Excluded Liabilities".

"Tenant's Representatives" shall mean Tenant and any officers, directors and senior employees of Tenant involved with the negotiation of the Lease.

"deemed to know" (or words of similar import) shall have the following meaning:

- (a) Tenant shall be "deemed to know" of the existence of a fact or circumstance to the extent that:

- (i) any Tenant's Representative has actual knowledge of such fact or circumstance, or
 - (ii) such fact or circumstance is disclosed by the Lease, or any other Document¹ delivered to any of Tenant's Representatives.
- (b) Tenant shall be "deemed to know" that any of Landlord's warranties or representations is untrue, inaccurate or incorrect to the extent that:
- (i) any Tenant's Representative has actual knowledge of information which is inconsistent with any of Landlord's Warranties, or
 - (ii) the Lease or any Document contains information, which is inconsistent with any of Landlord's warranties or representations.

"Documents" shall mean the documents and instruments applicable to the Leased Space or any portion thereof that any of the Landlord Parties deliver or make available to any Tenant's Representative prior to the date hereof or which are otherwise obtained by any Tenant's Representative prior to the date hereof, including, but not limited to, the Title Commitment, the Survey, the Title Documents, and the Leased Space Documents.

"Due Diligence" shall mean examinations, inspections, investigations, tests, studies, analyses, appraisals, evaluations and/or investigations with respect to the Premises or Leased Space, the Documents, and other information and documents regarding the Premises or Leased Space, including, without limitation the physical condition of the Premises or Leased Space.

"Hazardous Materials" shall mean any substance, chemical, waste or material that is or becomes regulated by any Federal, State or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, asbestos or any substance containing more than 0.1 percent asbestos, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product.

"Leased Space Documents" shall mean, collectively, any documents or instruments which constitute, evidence or create or relate to any portion of the Leased Space.

"Liabilities" shall mean, collectively, any and all losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever.

¹ *Tenant is deemed to have knowledge if any fact or circumstance is disclosed by any Documents (a broadly defined term) delivered or made available to Tenant, whether or not Tenant has actual conscious awareness of a particular fact.*

"Landlord Parties" shall mean and include, collectively, (a) Landlord; (b) its legal counsel; and (c) any third-party consultants engaged by Landlord to evaluate the feasibility of the Lease.

2. Tenant acknowledges and agrees that, prior to the date hereof: (a) Landlord has made available to Tenant, or otherwise allowed Tenant access to, the Leased Space; (b) Tenant has conducted (or has waived its right to conduct) all Due Diligence as Tenant considered necessary or appropriate; (c) Tenant has reviewed, examined, evaluated and verified the results of its Due Diligence to the extent it deems necessary or appropriate with the assistance of such experts as Tenant deemed appropriate; and (d) except for, and only to the extent of, Landlord's warranties and representations contained in the Lease, is acquiring the Leased Space based exclusively upon its own Due Diligence.

3. Tenant acknowledges and agrees that, except for, and only to the extent of, Landlord's warranties and representations under the Lease:

- (a) The Leased Space is being demised, and Tenant is accepting possession of the Leased Space on the date hereof, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in any payment of Rent or Additional Rent which may become due under the Lease, excepting any Excluded Liabilities.
- (b) Except as stated in this Lease, none of the Landlord Parties have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Tenant with respect to the physical condition of the Leased Space, any matter set forth, contained or addressed in the Documents (including, but not limited to, the accuracy and completeness thereof) or the results of Tenant's Due Diligence.
- (c) Tenant has confirmed independently all information that it considers material to its acceptance of the Leased Space.
- (d) Tenant is not relying on (and Landlord and each of the other Landlord Parties does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, from any of the Landlord Parties, as to:
 - (i) the operation or performance of the Leased Space, the income potential, economic status, uses, or the merchantability, habitability or fitness of any portion of the Leased Space for a particular purpose other than for commercial office use;
 - (ii) the physical condition of the Leased Space or the condition or safety of the Leased Space or any component thereof, including, but not limited to, plumbing, sewer, heating, ventilating and electrical systems, roofing, air conditioning, foundations, soils and geology, including Hazardous

Materials, lot size, or suitability of the Leased Space or any component thereof for a particular purpose other than for commercial office use;

(iii) the presence or absence, location or scope of any Hazardous Materials in, at, about, near, or under the Leased Space;

(v) whether the improvements are structurally sound, in good condition, or in compliance with applicable Laws, other than that the Leased Space have been delivered by the Landlord empty and broom clean, that the HVAC system is in working order at the time of delivery, and that the Leased Space are suitable for commercial office use;

(vi) the dimensions of the Leased Space or the accuracy of square footage, sketches, or revenue or expense projections related to the Leased Space;

(vii) the locale of the Leased Space, the leasing market for the Leased Space, or the market assumptions Tenant utilized in its analysis of the Leased Space and determination of the Rent amount; and

(viii) whether the Leased Space is or would likely constitute a target of terrorist activity or other acts of war.

(e) Except as otherwise set forth in the Lease, Landlord is under no duty to make any affirmative disclosures or inquiry regarding any matter, which may or may not be known to any of Landlord Parties regarding the physical condition of the Leased Space, and Tenant, for itself and for its successors and assigns, hereby specifically waives and releases each of the Landlord Parties from any such duty that otherwise might exist.

4. Except as may be provided in the Lease regarding any repairs agreed to be done by Landlord, any repairs or work required by Tenant are the sole responsibility of Tenant, and Tenant agrees that there is no other obligation on the part of Landlord to make any changes, alterations or repairs to the Leased Space, including, without limitation, to cure any violations of Law, comply with the requirements of any insurer or otherwise. Except as may be provided in the Lease, Landlord is solely responsible for obtaining any certificate of occupancy or any other approval or permit necessary for the transfer or occupancy of the Leased Space; provided further, Landlord is responsible for any repairs or alterations necessary to obtain the same, at Landlord's sole cost and expense.

5. Tenant (i) having inspected the Leased Space as described above, (ii) having conducted, reviewed, examined, evaluated and verified the results of all Due Diligence to the extent Tenant deems appropriate as described above, (iii) having notified Landlord of any changes, alterations or repairs required to be made to the Leased Space that Tenant has discovered as a result of such Due Diligence at the time of the signing of this Lease, and (iv) having determined that Tenant shall

accept the Leased Space based exclusively upon its own Due Diligence (except for, and only to the extent of, Landlord's warranties and representations under the Lease), then, accordingly, Tenant agrees with Landlord that Tenant is in fact accepting the Leased Space based exclusively upon its own Due Diligence, except for, and only to the extent of, Landlord's warranties and representations under the Lease, and to evidence the foregoing, Tenant agrees to release Landlord as set forth below. Accordingly, except as expressly provided hereinbelow in this Section 5, Tenant, for Tenant and Tenant's successors and assigns, hereby releases each of the Landlord Parties from, and waives any and all Assumed Liabilities against each of the Landlord Parties for or attributable to or in connection with the Leased Space, whether arising or accruing before, on or after the date hereof and whether attributable to events or circumstances, which have heretofore or may hereafter occur.

Notwithstanding the foregoing, the release and waiver set forth in this Section 5 is not intended and shall not be construed as (i) affecting or impairing any rights or remedies that Tenant may have against Landlord as a result of a breach of any of Landlord's warranties and representations under the Lease, or (ii) shifting to Tenant any obligation, responsibility or liability for any Liability that does not constitute an Assumed Liability. Landlord hereby confirms it takes responsibility and liability for the Excluded Liabilities.

6. Tenant hereby assumes and takes responsibility and liability for all Assumed Liabilities. Notwithstanding the foregoing, nothing in this Section 6 shall be construed to affect or limit Tenant's rights or remedies against Landlord as a result of Landlord's breach of Landlord's warranties and representations under the Lease.

7. Tenant expressly understands and acknowledges that it is possible that unknown Assumed Liabilities may exist with respect to the Leased Space and that Tenant explicitly took that possibility into account in determining and agreeing to accept the Leased Space, and that a portion of such consideration, having been bargained for between parties with the knowledge of the possibility of such unknown Assumed Liabilities has been given in exchange for a full accord and satisfaction and discharge of all such Assumed Liabilities, except for Assumed Liabilities arising as a result of Landlord's breach of Landlord's warranties and representations under the Lease.

8. Tenant acknowledges and agrees that the provisions of this Agreement were a material factor in Landlord's agreement to lease the Leased Space to Tenant and, while Landlord has provided the Documents and cooperated with Tenant, Landlord is unwilling to lease the Leased Space unless the Landlord Parties are expressly released as set forth in Section 5 and Tenant assumes the obligations specified in Section 6.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

TENANT:

CARDS Dallas Inc.,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, its _____ on behalf of said corporation.

Notary Public/State of Texas

CITY OF ANNA, TEXAS

ORDINANCE NO. 873-2020

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING THE ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A6.001 GARBAGE COLLECTION CHARGES; PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

WHEREAS, it is the responsibility of the City of Anna, Texas (the "City") to provide contract solid waste and recycling collection services to residents and businesses in the City; and,

WHEREAS, the City has completed a request for proposal process and selected a new contractor to provide solid waste and recycling services in the City of Anna; and,

WHEREAS, the City Council has found and determined a need to revise solid waste and collection fees based upon the new contract pricing; and

WHEREAS, the City of Anna hereby establishes new garbage collection charges; and

WHEREAS, the new garbage collection charges shall go into effect on September 1, 2020; and

WHEREAS, the meeting and public hearing at which this ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Recitals Incorporated.

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

Section 2. Adoption of Garbage Collection Charges.

As relates to all solid waste and recycling collection in the City of Anna, the City Council hereby revises the current rates shown in Exhibit A and adopts the garbage collection charges as set forth in Section 3 and detailed in Exhibit B of this ordinance.

Section 3. Amendments to Part II of the Anna Code.

This ordinance amends Appendix A of the Anna City Code of Ordinances (the "Anna Code") to add the provisions below and rates and rate provisions included in Exhibit B, to become and made part of the Anna Code as follows:

- (a) Effective Date. Bills calculated after September 1, 2020 shall use the newly adopted rates presented fully in Exhibit B referenced herein.
- (b) Total monthly charges. The total monthly charges stated on customer bills shall be paid by the customer in accordance with the terms stated in such bill.

Section 4. Penalty.

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

Section 5. Severability.

All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. Publication of the Caption Hereof and Effective Date.

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

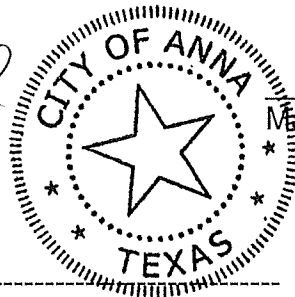
873-2020

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ~~28th~~
day of ~~July~~ *August* 2020. *25*

ATTEST:

APPROVED:

Carrie L. Land
City Secretary, Carrie L. Land



Nate Pike
Mayor, Nate Pike

873-2020

Exhibit A
Current Rates
(following page)

Sec. A6.001 Garbage collection charges

(a) Residential - single-family polycart service*: \$15.50 per month for each residential unit.

(b) Commercial polycart collection*: Minimum \$15.50 per month.

*Additional polycarts: \$5.00 each per month.

*Lost polycart: \$75.00 fee.

(c) Dumpster rates*:

Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	Extra Pickup (same day)
2 cu yd	\$38.00	\$59.00	\$80.00	\$101.00	\$122.00	\$29.00
3 cu yd	\$48.00	\$86.00	\$124.00	\$162.00	\$200.00	\$37.00
4 cu yd	\$58.00	\$106.00	\$154.00	\$202.00	\$250.00	\$47.00
6 cu yd	\$78.00	\$139.00	\$200.00	\$261.00	\$322.00	\$52.00
8 cu yd	\$98.00	\$163.00	\$228.00	\$293.00	\$358.00	\$61.00

*Note: Rates do not include sales tax.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

Roll-off bin container rates*:

Size/Pickup	Rental per Day	Cost per Pickup	Delivery Charge
20 cu yd	\$4.00	\$242.00	\$60.00
30 cu yd	\$4.00	\$301.00	\$60.00
40 cu yd	\$4.00	\$347.00	\$60.00
40 cu yd (compactor)	\$4.00	\$380.00	\$60.00

*Note: Rates do not include sales tax or 10% franchise fee.

873-2020

Exhibit B
Proposed Rates for Adoption
(following page)

Sec. A6.001 Garbage collection charges

- (a) Residential polycart collection service, per residential unit*
- i. \$13.71 per month for solid waste, recycling, and 1x/month bulk trash service*
 - ii. \$1.54 per month disposal fee**
 - iii. \$7.00 per month for each additional polycart
 - iv. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

- (b) Commercial Collection and Disposal Service Rates: the following rates are for commercial solid waste services, which will be billed directly by the city's contractor.

i. Dumpster Collection service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$20.48	\$40.95	\$61.43	\$81.91	\$103.53	N/A
2 cu yd	\$72.90	\$118.77	\$184.30	\$245.73	\$318.78	\$383.33
3 cu yd	\$89.29	\$143.34	\$192.49	\$286.68	\$376.34	\$452.16
4 cu yd	\$105.16	\$163.82	\$233.55	\$327.64	\$429.47	\$515.81
6 cu yd	\$135.04	\$245.73	\$368.59	\$491.45	\$614.32	\$738.29
8 cu yd	\$159.39	\$312.14	\$442.75	\$573.37	\$717.26	\$860.04

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

ii. Vertical Compactor Collection Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$143.90	\$287.79	\$430.57	\$573.37	\$717.26	\$861.15
4 cu yd	\$266.75	\$532.40	\$799.17	\$1,064.82	\$1,331.57	\$1,597.22
6 cu yd	\$409.55	\$819.09	\$1,228.64	\$1,638.18	\$2,047.72	\$2,457.26
8 cu yd	\$561.19	\$1,122.38	\$1,683.55	\$2,211.54	\$2,784.90	\$3,342.76

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

iii. Commercial Disposal Fees**

Dumpster Disposal Fees						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$8.46	\$16.93	\$25.39	\$33.85	\$41.32	N/A
2 cu yd	\$30.13	\$49.09	\$76.17	\$101.56	\$132.61	\$158.44
3 cu yd	\$36.90	\$59.25	\$79.56	\$118.49	\$156.12	\$186.89
4 cu yd	\$43.46	\$67.71	\$96.53	\$135.42	\$177.51	\$213.19
6 cu yd	\$55.81	\$101.56	\$152.35	\$203.13	\$253.91	\$305.15
8 cu yd	\$65.88	\$129.01	\$183.00	\$236.98	\$296.46	\$355.48

Vertical Compactor Disposal Fees						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$59.47	\$118.95	\$177.97	\$236.98	\$296.46	\$355.93
4 cu yd	\$110.26	\$220.06	\$330.31	\$440.11	\$550.37	\$660.17
6 cu yd	\$169.27	\$338.55	\$507.82	\$677.10	\$846.37	\$1,015.65
8 cu yd	\$231.95	\$463.90	\$695.86	\$914.08	\$1,151.07	\$1,381.65

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

i. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (per ton)
20 cu yd	\$150.00	\$100.00	\$300.00	\$42.00
30 cu yd	\$200.00	\$100.00	\$350.00	\$42.00
40 cu yd	\$225.00	\$100.00	\$400.00	\$42.00

*Rates do not include sales tax, or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-7-759

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND CARDS DALLAS, INCORPORATED, A TEXAS CORPORATION, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for providing contract services for solid waste and recycling collection within the City Limits of the City of Anna, Texas, and;

WHEREAS, the City of Anna completed a public proposal request process for solid waste and recycling services in the City of Anna Texas, and;

WHEREAS, the City of Anna received three proposals and completed an in-depth review and interview process with each proposing company, and;

WHEREAS, the City of Anna has determined that CARDS Dallas, Incorporated was the winning proposer based upon a combination of proposed prices, experience, and capabilities, and;

WHEREAS, the City is seeking to enter into a contract with an initial term of seven years with CARDS Dallas, Incorporated for solid waste and recycling services, and;

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

Section 1. Recitals Incorporated.

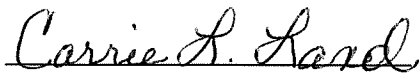
The recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the contract as shown in Exhibit "A" attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of July, 2020.

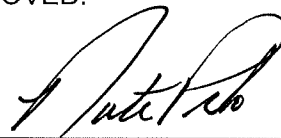
ATTEST:



City Secretary, Carrie L. Smith

APPROVED:





Mayor, Nate Pike

EXHIBIT "A"

CITY OF ANNA
SOLID WASTE COLLECTION AND
DISPOSAL CONTRACT
RFP # 2020-01

STATE OF TEXAS

§
§
§
§

**SOLID WASTE COLLECTION AND DISPOSAL
CONTRACT**

COUNTY OF COLLIN

This Contract (the “Contract”) is entered into by and between the City of Anna, Texas, a Texas home rule municipality (the “City”) and CARDS DALLAS INC, a corporation licensed to do business in the State of Texas (the “Contractor”), acting by and through their authorized representatives.

WITNESSETH

WHEREAS, City is empowered under state and local law to provide solid waste Collection and Disposal services to its residents and commercial establishments and has the authority to enter into solid waste service Contracts to acquire, sell, lease or allow for the operation of all or any part of a solid waste management system, including the Collection, transportation and Disposal of solid waste; and

WHEREAS, the Contractor has submitted a proposal, in response to a Request for Proposal from the City, to provide solid waste Collection and Disposal services, including the Collection of recyclables and, bulk trash, including brush pickup, within the City, and to perform such work as may be incidental thereto; and

WHEREAS, the City has determined that the proposal submitted by Contractor is in the best interest of the City;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. The Contractor is hereby granted the sole and exclusive privilege and duty, to the extent allowed by law, within the territorial jurisdiction of the City, and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide Solid Waste Collection, hauling and Disposal for residential, commercial and industrial/Roll-off customers and Recyclable Materials Collection and Processing in accordance with this Contract and to perform all of the work called for and described in the Contract documents.

2. The initial term this Contract shall be for a period of seven (7) years, beginning on August 31, 2020 and terminating on August 30, 2027. After the initial term, the City may renew this Contract for three (3) additional renewal terms of one (1) year each. The Contractor may prohibit the City from exercising an optional renewal term by providing written notice to the City of its election to reject a renewal term on or before eleven (11) months before the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract. If the Contractor does not provide such written notice to the City on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract prohibiting City from exercising the optional renewal term, the City may upon written notice to the Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract exercise such optional renewal term by such notice. This provision in no way limits the City’s right to

terminate this Contract at any time during the initial term or any optional renewal term thereof in accordance with this Agreement.

3. This Contract includes the General Conditions attached hereto, and shall also include the following Contract Documents which are incorporated herein by reference as if set forth verbatim in this Contract:

- A. Implementation Plan. (Exhibit "A")
- B. City's Request for Proposal with Addendum (Exhibit "B")
- C. Current City Facilities Service Level Information (Exhibit "C")
- D. Cart Specifications (Exhibit "D")
- E. Solid Waste Collection Fees (Exhibit "E")
- F. Contractor's Proposal (Exhibit "F")

In the event of any conflict between or among the Contract Documents, this Contract shall control. In the event of a conflict between this Contract (including its General Conditions) and its exhibits, the sequencing of the documents are intended to represent priority. For example, the General Conditions will prevail over conflicts in other Contract Documents. Where the Contractor's Proposal (Exhibit "F") contains additional descriptions and services not described or mentioned in the General Conditions or other appendices, those additional descriptions and services shall nevertheless be provided by Contractor as material terms of this Contract.

4. All provisions of this Contract shall be strictly complied with by the Contractor, and no amendment to this Contract shall be made except upon the mutual written agreement of the parties. No amendment shall be construed to release either party from any obligation of this Contract except as specifically provided in such amendment.

5. The Contractor shall keep in full force and effect throughout the term of this Contract insurance, and performance bonds, as recited herein, in the amounts and types specified in and required by the Contract documents.

The contract herein grants exclusive rights for solid waste and recycling services in the City of Anna to the Contractor. The City and the Contractor both have the authority to exercise and enforce the terms, rights, and conditions of this contract, and to bring forth claims or bring suit against third parties for damages and injunctive relief against third parties. However, the City shall not be held liable by the Contractor for the actions of unaffiliated third parties who violate the exclusive rights contained herein unless the City expressly violates the exclusive terms of this contract. The Contractor agrees to hold the City harmless for the actions of unaffiliated third parties not under contract with the City of Anna.

7. This Contract shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Contract may not be assigned or delegated without the consent of the City, which consent shall not be unreasonably withheld.

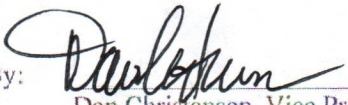
8. This Contract is the entire agreement between the parties with respect to the subject matter covered in this Contract. There is no other collateral, oral, or written agreement between the parties that in any matter relates to the subject matter of this Contract, except as provided in the Contract documents.

9. The validity of this Contract and any of its terms and provisions, as well as the rights and obligations of the parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action concerning this Contract shall be in a court of proper jurisdiction of Collin County, Texas.

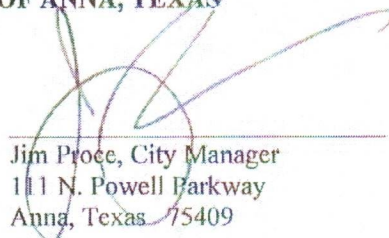
10. In the event anyone or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect other provisions, and this Contract shall be construed as if such invalid,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

Executed in single or multiple originals this 13th day of August 2020.

CARDS DALLAS INC

By: 
Dan Christensen, Vice President
3020 Sargent Road
Dallas, Texas 75203

CITY OF ANNA, TEXAS

By: 
Jim Proce, City Manager
111 N. Powell Parkway
Anna, Texas 75409

**CITY OF ANNA SOLID WASTE
COLLECTION AND DISPOSAL CONTRACT
GENERAL CONDITIONS**

Table of Contents

Solid Waste Collection and Disposal Contract	i
General Conditions	iv
1.0 ARTICLE 1; Definitions	1
2.0 ARTICLE 2; Types of Collections	4
3.0 ARTICLE 3; Collection Operations	8
4.0 ARTICLE 4; Complaints; Missed Collections	11
5.0 ARTICLE 5; Billings; Payments; Charges	13
6.0 ARTICLE 6; Collection Fees	15
7.0 ARTICLE 7; Disaster Management	16
8.0 ARTICLE 8; Insurance; Indemnification; Bond	16
9.0 ARTICLE 9; Transition Plan	21
10.0 ARTICLE 10; Miscellaneous	22

ARTICLE 1 Definitions

Terms defined herein and their derivations shall have the meanings as set forth in herein.

Bulky Waste: Bulky Waste shall mean solid waste composed of materials not easily contained in a Cart such as, but not limited to white goods, furniture, Yard Trimmings, large electronics, and other oversized solid waste. Any solid waste not placed within a Cart will be considered bulky waste and subject to the terms and conditions of Bulky Waste pickup, including but not limited to set out limits and collection days. Bulk waste shall be limited to 4 cubic yards per monthly collection.

Business Day: Business day shall mean any day, Monday through Friday, from 8:00 AM, Central Standard Time until 5:00 PM, Central Standard Time, which is not a holiday designated as such in the Contract.

Cart: Cart shall mean a receptacle purchased by the Contractor or City meeting the specifications set forth in this Contract which designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B).

City: City shall mean the City of Anna, Texas.

City Facility: City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City services. The City shall notify the Contractor in writing on an annual basis to add or eliminate City Facilities to receive City services. The cost of the addition or elimination of services shall be included in the annual contract pricing negotiations.

Collect or Collection: Collect or Collection shall mean the act of removing solid waste, including Bulky Waste, for transport to a Disposal site or the act of removing Program Recyclable Materials and program household hazardous waste and electronics for transport to a Processing facility.

Commercial Service Unit: Commercial Service Unit shall mean all establishments other than residential service units within the corporate limits of the City

Compactor: Compactor shall mean a mechanical unit that receives, compacts and reduces the volume of solid waste or Recyclable Materials.

Container: Container shall mean Carts, Dumpsters and Roll-offs.

Contract: Contract shall mean this Contract, inclusive of these General Conditions, the Request for Proposals, Instructions to Bidders, Contractor's Proposal, Contract Specifications, this Contract, Performance Bond or Letter of Credit, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

Contract Administrator: Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Contract.

Contractor: Contractor shall mean CARDS Dallas Inc, a Texas corporation, and CARDS Holdings, Inc., an Arkansas corporation.

Disaster Debris: Disaster debris shall mean any waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a disaster. Disaster debris may be generated by any sector affected by a disaster (e.g., households, businesses, government, etc.)

Dispose or Disposal: Dispose or Disposal shall mean the deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water Dispose or Disposal; Dispose or Disposal shall further mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether Containerized or un-Containerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall lawfully Dispose of materials at a Disposal site.

Disposal Site: Disposal site shall mean a landfill or other solid waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of solid waste.

Dumpster: Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically. Due to specific waste types for individual businesses, specific dumpster materials may be different than metal as necessary to address corrosion and other chemical concerns. Contractor to request and receive City approval of all non-metal proposed dumpsters prior to delivery. Contractor shall provide Dumpsters to customers.

Frontline Collection Vehicles: Frontline collection vehicles shall mean all solid waste collection vehicles selected by the Contractor and approved for the City for the regular collection of Solid Waste and Program Recyclables. Frontline collection vehicles shall not exceed weight limits as defined in the State of Texas Transportation Code §621.001 through §623.343. Contractor may temporarily replace a frontline collection vehicle with a temporary collection vehicle for a period of up to 30 days for the maintenance and repair of a frontline collection vehicle.

Household Hazardous Waste and Electronics: Household hazardous waste and electronics shall include paint, cleaning chemicals, building materials, electronic devices, and other solids and liquids as defined by the Texas Commission on Environmental Quality. Contractor shall recycle all household hazardous waste and electronic materials as feasible consistent with industry standards.

Implementation Plan: Implementation Plan shall mean the formal plan prepared by the Contractor and approved by the City Manager for transitioning solid waste services from the current provider to the Contractor.

Process or Processed or Processing: Process or Processed or Processing shall mean recovery of Recyclable Materials, treatment into recovered materials, and marketing of recovered materials to end markets and recovery of program household hazardous waste and electronics, treatment of program household hazardous waste and electronics, and marketing of recovered materials to end markets.

Processing Facility: Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials and/or program household hazardous waste and electronics.

Program Household Hazardous Waste and Electronics: Program Household Hazardous Waste and Electronics shall mean materials proposed by Contractor to be included and agreed by the City to be included as program household hazardous waste and electronics.

Program Recyclable Materials: Program Recyclable Materials shall mean mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines etc.), bagged shredded paper, steel and tin cans (fruit and vegetable cans), aluminum cans, plastic Containers - # 1,2,3,4,5 & 7, and glass bottles/jars/Containers and shall be collected in a Single Stream. In addition, Program Recyclable Materials include other materials proposed by Contractor to be included and agreed by the City to be included as Program Recyclable Materials.

Recyclable Material: Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or disposing of such material.

Recycling: Recycling shall mean a Process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting Process if the compost material is put to beneficial use.

Recycling Services: Recycling Services shall mean the Collection and Processing of Program Recyclable Materials.

Residential Unit: Residential Unit shall mean a room or a group of rooms including cooking accommodations, occupied by one family, and in which not more than two persons, other than members of the family, are lodged or boarded for compensation at any one time and/or as designated by the Contract Administrator as a Residential Unit.

Roll-off: Roll-off shall mean a metal receptacle with a minimum capacity of approximately twenty (20) and a maximum capacity of forty (40) cubic yards, intended for high-volume generation of solid waste, and designed to be transported to a Disposal site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.

Set-out: Set-out shall mean material(s) placed by a customer for Collection by Contractor.

Single Stream: Single Stream shall mean commingled and not required to be subdivided by the customer prior to Collection.

Solid Waste: Solid Waste shall mean garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad

Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.); or

d) Unacceptable waste.

Solid Waste Services: Solid Waste Services shall mean the Collection and Disposal of solid waste including without limitation Bulky Waste.

Special Events: Special Events shall mean events sponsored in whole or in part by the City, or conducted within the City and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized musical and sporting events.

Unacceptable Set-out: Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.

Unacceptable Waste: Unacceptable Waste shall mean any solid waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, untreated Medical Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

White Goods: White Goods shall mean all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash Compactors and other items of similar weight, material, size and nature. All freon containing appliances shall be tagged by a certified professional consistent with Texas Commission on Environmental Quality guidelines. Proof of proper tagging in accordance with State law required to be considered as a part of White Goods collection.

Yard Trimmings: Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Yard trimmings to be bagged. All branches, tree limbs, and woody materials shall be bundled in lengths of no greater than 4-feet and a diameter no greater than 18-inches. Yard trimmings placed outside of the cart shall be considered bulk waste and shall be collected in accordance with the bulk waste schedule.

ARTICLE 2 Types of Collection

2.01 Residential Collection:

2.01.01 Contractor shall collect Solid Waste and Program Recyclable Materials from the premises of residential accounts within the City utilizing Carts and semi-automated or automated Collection vehicles. Separate Carts shall be provided for Solid Waste and for Program Recyclable Materials. All Residential Units will be furnished by Contractor with a new Cart for Solid Waste Services and Recycling Services as described in this Contract within five (5) business days from request submitted to the Contractor. Residential Service Units will be provided with additional Carts if requested by the customer. Point of service or Collection shall be the paved alley at the driveway connection to the Residential Unit, the street at the driveway connection to the Residential Unit, or at some other location determined by the City. Side door collection for those residents that are physically unable to place their Cart in the required location will be provided at no additional charge. Collection of Solid Waste, Program Recyclable Materials shall occur a minimum of once weekly, on the same scheduled day, unless otherwise specified. Bulk Waste shall be collected on a monthly schedule in accordance with

the Contract. Contractor shall supplement its Transition Plan to describe its proposed days and routes for collections no later than thirty (30) days after the execution of this Contract, which will include maps indicating the routes used in the Collection of waste from all residential customers, and a daily collection schedule for all portions of the City. The City expects that the proposed routes and schedules will be incorporated in the Transition Plan. The Contractor shall not commence the provision of services under this Contract unless and until the Contract Administrator has approved the proposed routes. The Contractor may revise or amend the routes designated in the Transition Plan subject to approval by the Contract Administrator.

2.01.02 Residential Collection set-out limits shall be in accordance with the definition of Bulk Waste. Contractor shall collect all Christmas trees outside of Carts for the two weeks following December 25th.

2.01.03 All Collection from Residential Units of solid waste and Program Recyclable Materials will occur on the same day of the week for each unit. The City will be separated into specific collection days based upon location as shown in the Transition Plan. Bulky Waste Collection is provided on the same day as Collection of solid waste and Program Recyclable Materials or the following day once per month. Contractor may not require customers to separate Yard Trimmings or other brush or prepare same in any particular manner for purposes of processing same by mulching or composting. Bulky Waste Collection will be limited to three (3) cubic yards per Collection. The Contractor will also provide Solid Waste Services via temporary Roll-offs to commercial customers via 20 CY, 30 CY, and 40 CY Roll-offs with and without Compactors.

2.01.04 As part of the Residential services under this Contract, the Contractor will provide one annual Collection of Program Household Hazardous Waste and Electronics. These services will be provided as an event at a certain location as determined by the City. The date and the time of said event will be as agreed to by the City and Contractor. Said services shall be provided for a mutually agreeable fee updated on an annual basis. Fee shall be invoiced by the Contractor directly to the City and shall not be part of the monthly residential collection fee.

2.02 Commercial Service Units Collection

2.02.01 In addition to residential services, the Contractor will provide Collection of solid waste via Carts, Dumpsters or Roll-offs to Commercial Service Units. The Contractor will provide at a minimum once per week Solid Waste Services. For Commercial Service Units that are low waste generators, the Contractor will provide once per week Collection of solid waste via one up to three 96-gallon Carts. For other Commercial Service Units, the Contractor will provide once per week up to six days per week Collection of solid waste via 2 cubic yard (CY), 4 CY, 6 CY, and 8 CY Dumpsters without vertical Compactors and 4 CY, 6 CY, and 8 CY Dumpsters with vertical Compactors. The Contractor will also provide Solid Waste Services via Roll-offs to commercial customers via 20 CY, 30 CY, and 40 CY Roll-offs with and without Compactors.

2.02.02 In addition to Solid Waste Services, the Contractor will offer, as a exclusive service, Recycling services to Commercial Service Units. To incentivize Recycling, the Contractor will provide service fees for Recycling services that are equal to or less than the equivalent service fee for Solid Waste Services.

2.02.03 Collections frequency and Container size and quantity shall be adequate to maintain premises free of accumulation of waste. Collection shall be in a Container as designated by customer.

All Containers shall be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable Container pads, locations and screenings, provided however such pads or locations must be sufficient to bear the weight of all the Contractor's equipment and vehicles reasonably required to perform the service provided herein.

2.02.04 The Contractor will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to Dumpsters, Roll-offs, and Compactors owned by the Contractor. Customers may elect to purchase Compactors. All Dumpsters shall have lids that fully close. Dumpsters and Roll-offs must be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for the Dumpster or Roll-off size. Dumpsters and Roll-offs shall be painted and cleaned as necessary to maintain a positive image. Contractor shall paint, clean, or replace all dumpsters deemed to be below the industry standard within 30 (30) calendar days of notification from the City. City shall be the final authority of determining if dumpster requires maintenance. The Contractor is responsible for removing graffiti from its Dumpsters, Roll-offs, and Compactors. Collection drivers shall notify the Contractor at the end of each day of any Dumpster, Roll-off, or Compactor containing graffiti. The Contractor shall remove any graffiti from its Dumpsters, Roll-offs, and Compactors within five (5) business days of notification. Each Dumpster, Roll-off, and Compactor of the Contractor is subject to inspection by the City and approval as to appearance and condition before placement at any City Facility. A Dumpster, Roll-off, or Compactor of the Contractor shall be reconditioned and repainted if necessary, before being supplied to a City Facility that had not used it earlier. If the City so requires, a Dumpster, Roll-off, or Compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the City's needs and/or locations, the City may require the Contractor to install and service a Dumpster, Roll-off, or Compactor. Damage to Dumpster, Roll-off, or Compactor on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others. The Contractor shall be responsible for the repair of all Dumpsters, Roll-offs, or Compactors damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Dumpster, Roll-off, or Compactor that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

2.03 City Services: The Contractor will provide City services at no charge to the City. City services include the following:

1. City Facilities Solid Waste Services and Recycling Services. The Contractor will provide solid waste services and recycling services to all current and future City facilities. This includes hauling and disposing of sludge from the City's wastewater treatment plant.
2. Collection and Disposal Illicit and Illegal Dumping on City Property. The City will occasionally have appliances or other bulky debris illegally dumped on city property such as greenbelts, parks, medians or rights of way. The Contractor will collect and dispose of such materials at no charge up to six (6) occurrences per year. For additional occurrences Contractor shall bill the City on a mutually agreed upon flat rate based upon volume of waste collected. The City will be responsible for notifying the Contractor and the Contractor will have up to two (2) business days to complete the task.
3. City Sponsored Special Events. The Contractor will provide solid waste services and recycling services to any City sponsored special event. Currently the City hosts 3-5 special events per year. The Contractor will provide up to twenty-five (25) 90-96-gallon solid waste Carts and twenty-five (25) 90- 96-gallon recycling Carts per event or containers

equivalent to. The City will provide a two-week notification to the Contractor to schedule such events and provide information on the number of Carts needed and the location to stage Carts and pick up. Upon completion of the event, the Contractor will pick up the Carts within 24 hours.

4. Animal Services Special Services. The City will occasionally have dead animals located within medians or rights of way. The Contractor will provide collection and disposal of dead animals to the County Animal Services located at 4750 Community Avenue, McKinney, TX 75071. The Contractor will collect and dispose of such materials at no charge up to twelve (12) occurrences per year. The City will be responsible for notifying the Contractor and the Contractor will have one (1) business day to complete the task.
5. Community Support. The Contractor will provide a financial contribution of \$15,000 per contract year for sponsoring City special events and a scholarship program for Anna ISD graduating seniors. The Contractor will be allowed to provide promotional materials and participate in the events and programs based on mutually agreed terms between the City and the Contractor.

2.04 Unacceptable and Uncollectible Waste:

2.04.01 The Contractor shall tag items placed for Collection that are not collectable under the terms of the Contract. The Contractor shall promptly notify the City of the address where the tagged item is located but no later than by 10:00 AM, Central Standard Time, the next business day. The procedure and forms utilized to provide notice to customers must be approved by the Contract Administrator. The Contractor shall report unusual accumulations and Unacceptable Waste to the City. The City shall determine whether the customer has or is habitually abusing the waste Collection services. Upon such determination, the customer shall be advised to eliminate the accumulation, which may be through services of the Contractor. Future unusual accumulations at the same location may involve City Code Enforcement action.

2.04.02 The Contractor shall collect all Solid Waste and Recyclable Materials Set-out in Carts, Dumpsters, and Roll-offs. For Residential Units, the Contractor shall collect all Christmas trees from residential service units for the two-week period following December 25th of each year. If the City elects once per month bulky waste services for residential units, the Contractor shall collect up to four (4) cubic yards of bulky waste per collection. The Contractor is not responsible for collecting in excess of the Set-out limits. It shall be the Contractor's responsibility to give notice first to the customer and also to the Contract Administrator if a Set-out exceeds the Set-out limits. Based upon the photographs and information provided to the City by the Contractor, the City shall be the sole and final judge as to whether a Set-out exceeds the Set-out limits.

2.04.03 The Contractor may inspect each Set-out prior to collection for compliance with this Contract. For all unacceptable Set-outs, the Contractor shall provide a written report of the unacceptable Set-outs including photographs, the address, the reason(s) the Set-out was an unacceptable Set-out, and other information as requested by the City to the City by 10:00 AM, Central Standard Time, the next business day. Prior to collection of the Set-out, the Contractor may designate a Set-out as an unacceptable Set-out for the following reasons:

1. Set-out exceeds the Set-out limits established in this Contract; or

2. Set-out of Program Recyclable Materials contains non-conforming materials.
3. Set out of Program Solid Waste includes medical waste, hazardous waste, electronic waste, or other non-conforming waste.

The Contractor may not designate a Set-out as an unacceptable Set-out for any reason other than those identified in this Contract. If the Contractor designates a Set-out as an unacceptable Set-out for any of the reasons set forth in this Contract, the Contractor shall:

1. Collect the portion of the Set-out that is properly Set-out; and
2. Immediately provide an unacceptable Set-out notice to the customer stating the reason the Set-out or portion of the Set-out was designated as an unacceptable Set-out.

2.05 Recyclable Materials:

2.05.01 The Contractor must collect and haul Program Recyclable materials to a reputable, certified, permitted, and licensed Material Recovery Facility (MRF). Contractor shall provide the City with the location, name, and details regarding the Material Recovery Facility utilized. Contractor must notify the City in writing a minimum of 30 days prior to changing Material Recovery Facilities and provide evidence of all MRF permits, licenses, and certifications upon request.

2.05.02 The Contractor shall provide for the Single Stream Collection and Processing of all Program Recyclable Materials as defined in this Contract. The Contractor may retain all revenues from the sale of all collected Program Recyclable Materials.

2.05.03 The Contractor shall not commingle Program Recyclable Materials with Solid Waste or other non-recyclable material. The Contractor shall not Dispose of any Program Recyclable Materials in any manner other than at and through an appropriate Recycling facility, except when approved, in advance and writing, by the City. The Contractor shall not market or transfer Program Recyclable Materials to any person or entity that the Contractor knows or reasonably should know will Dispose of Program Recyclable Materials in any manner other than at and through an appropriate Recycling facility, except when approved, in advance and writing, by the City. Under no circumstances shall the delivery to and deposit of Program Recyclable Materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of recyclables to any person, location or facility other than a recognized Recycling facility, be construed to comply with the prohibitions of this paragraph.

2.05.04 A violation of the foregoing provision is a breach of this Contract and may result, at the City's discretion, in the assessment of administrative charges and/or termination of the Contract. All remedies are non-exclusive, and the City may elect to pursue any one or more remedy or sanction, including the filing of criminal charges, without waiving the right to pursue any other remedy or sanction.

2.06 Roll-Offs: Upon request of a Residential Service Unit or Commercial customer, Contractor shall provide temporary Roll-off Collection in accordance with Commercial Service Unit Collection described in Exhibit "E."

2.07 Exclusive Services: The Contractor shall be the City's exclusive Contractor for the Collection of Solid Waste, Program Recyclable Materials and Bulky Waste from Residential Units and Collections from

Commercial Service Units in the City including the Anna Independent School District. The exclusive right does not include properties located in the City's Extraterritorial Jurisdiction (ETJ). However, the Contractor is not prohibited from seeking to provide trash collection services to properties in the ETJ. The exclusive right includes the provision of Solid Waste Collection services to construction projects within the City. In addition, the Contractor shall have the exclusive right to provide all Recycling Collection services to Residential Units. The Contractor shall have the exclusive right to provide Recycling Collection to Commercial Service Units and City Facilities. The Contractor and the City have the right to defend the exclusivity granted to the Contractor herein against third parties.

ARTICLE 3 Collection Operations

3.01 Hours of Operation: Collection of Solid Waste and Program Recyclable Materials shall begin no earlier than 7:00 o'clock a.m. and shall generally not extend beyond 7:00 o'clock p.m. Central Standard Time for residential collection. Hours of operation for commercial collection shall be set based upon the needs of the business. No regular weekly residential Collection shall occur on Saturday, however, irregular Collection schedules shifted to accommodate holidays may occur on Saturdays. No Collection shall be made on Sunday. Commercial services shall be provided Monday through Saturday. The Contractor shall not change collection days or schedules to Residential Units without written authorization by the Contract Administrator. The City and the Contractor shall mutually agree to holidays to be observed. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The City shall determine the service level, including container type and collection frequency, and schedule for all City Facilities Collections. Commercial services and Roll-off services customers and the Contractor shall agree upon the collection schedule and days subject to no objection by the City.

3.02 Hours of Disposal: Contractor shall Dispose of waste within the operating hours of the Disposal Site.

3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the Contract Administrator. The Contract Administrator shall be provided route Collection maps and Container locations.

3.04 Holidays: Holidays for purposes of this Contract will be provided by the Contractor based upon the landfill schedules, consistent with Exhibit "B."

3.05 Alternate Schedule: Contractor may elect to observe any or all the above-referenced holidays by suspension of Collection service on the holiday; provided, however, the Contractor shall collect for Residential Units the next calendar day following the holiday. Contractor shall provide an annual holiday schedule to City each October and updates quarterly. Contractor shall inform customers by public notice in a newspaper of general circulation, mail out piece, electronic mail and website alert or other effective means as agreed upon with City.

3.06 Vehicle Maintenance and Specifications:

3.06.01 The average age of frontline collection vehicles (including chassis and packer) shall not exceed the age of this Contract. No more than 50% of the fleet shall be at an age beyond age of this Contract. The age of a vehicle will be deemed to be the age of the oldest of the two primary components of the vehicle (chassis and packer). For example, during the first year of this Contract, the average age of all vehicles shall be no more than one (1) year. During the second year of this Contract the average

age of all vehicles shall be no more than two (2) years, and so on for the duration of this Contract. All vehicles shall be kept in a clean and sanitary condition. Collection and management vehicles shall be painted or vinyl-wrapped in the Contractor's color or colors schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted or of a vinyl material in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle. Contractor phone number shall be clearly visible on the vehicle. No advertising shall be permitted other than the name address and phone number of the Contractor.

3.06.02 Collection vehicles shall be manufactured to provide the services specified. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection. In addition, collection vehicles will have back-up cameras, spill kits, and GPS tracking capability. The GPS equipment shall enable the City to verify the location and routes of all trucks deployed in the City. All trucks shall also be equipped with camera equipment and technology, to enable and deploy a set of cameras that record the activities of trucks used in the City, which can be recalled and viewed upon request by the City.

3.06.03 The Contractor shall utilize equipment which can safely maneuver all City streets and properly collect waste and redistribute Carts. Contractor shall review existing neighborhoods, including streets and on-street parking conditions to ensure that all equipment used shall meet this requirement.

3.06.04 The Contractor shall provide to the City a complete inventory showing each vehicle (type, capacity, approximate age) used for performing services within the City. The inventory shall become a part of the Implementation Plan. The actual number, type, capacity and approximate age of each vehicle that Contractor actually uses to perform said services shall meet or exceed the information as shown in the vehicle inventory. Upon approval of the City, the Contractor may change vehicles from time-to-time and shall revise the inventory accordingly. Contractor shall provide the City with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory. Replacement vehicles shall conform to this Section 3.06. The City shall allow the Contractor to utilize older vehicles in a temporary manner due to unforeseen vehicle damage or breakdown. Such temporary vehicle usage shall not exceed 30 calendar days prior to being replaced with a permanent vehicle conforming to this Section 3.06.

3.06.05 The Contractor shall exercise care to prevent spilling, leaks and littering during the Collection Process. The Contractor shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The Contractor shall immediately pick up and clean up all spills, leaks and litter resulting from Contractor's proposer's vehicles/equipment, or by Contractor's employees or subcontractors while performing services under this Contract. Each vehicle shall be equipped with the proper tools and cleaning equipment to adequately clean up any spillage. No equipment shall be allowed to leak or scatter any waste within the limits of the City nor while in route to the Disposal Site where such accumulations shall be dumped.

3.07 Commingling and Disposal of Recyclable Materials Prohibited:

3.07.01 Except when approved in writing by the City, the Contractor shall not commingle Recyclable Materials with any other materials. Commingling of such materials is a breach of this

Contract that may result, at the City's discretion, in administrative charges and/or termination of this Contract.

3.07.02 The Contractor shall not dispose of any Recyclable Materials collected for recycling, or market such materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the City.

3.07.03 Disposal of Recyclable Materials collected for recycling, or marketing of such materials to markets that the Contractor knows or reasonably should have anticipated will dispose of such materials, except when approved by the City, is a breach of this Contract that may result in administrative charges and/or termination of this Contract.

3.07.04 In this Section 3.07, "dispose" or "disposal" means the delivery to and deposit of Recyclable Materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of Recyclable Materials to any person, location or facility other than a recognized recycling facility.

3.08 Disposal and Processing Services:

3.08.01 The Contractor will be responsible for transporting all solid waste and recycling materials to an appropriate licensed and permitted disposal site or MRF. Contractor shall have and maintain during the term hereof, access to adequate disposal and processing capacity for the City's needs and the needs of all Residential Units and all Commercial Service Units within the City. All solid waste collected under this Contract shall be disposed of at a Disposal Site properly authorized under all applicable federal, state and local laws. All recyclable materials collected under this Contract shall be processed at a processing facility properly authorized under all applicable federal, state and local laws.

3.08.02 The MRF site selected by the Contractor shall process program recyclable materials from residential customers into recovered material in accordance with industry standards. The City and the Contractor will mutually agree to the minimum processing requirements for hazardous waste and electronics services collection on an annual basis.

3.09 Carts:

3.09.01 New Carts shall meet the requirements set forth in the Exhibit "D." Carts must be 90-96 gallons. In addition, recycling Carts must have a full-color in-mold label on the lid of the Cart of Program Recyclable Materials and non-Program Recyclable Materials with a minimum size of 100 square inches. The Contractor shall be responsible for providing all carts.

3.09.02 The Contractor shall supply all new Carts during the term of this Contract, be responsible for maintenance, repair, warranty issues, replacement, and retain ownership of Carts in the possession of residential units at the expiration of this Contract.

3.09.03 Upon notice from the City, the Contractor shall deliver new Carts to new customers. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than three (3) business days after notice. Used Carts must be cleaned prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered. Residential Unit and Commercial Service Unit customers shall be provided with instructions for proper use, including any

customer actions that would void manufacturer warranties, such as placement of hot ashes in the Cart causing the Cart to melt, and procedures to follow to minimize potential fire problems.

ARTICLE 4 Complaints; Missed Collections

4.01 Contractor's Office: The Contractor shall maintain an office or other facilities through which it can be contacted. The office shall be equipped with sufficient telephones having local phone numbers and have a responsible person in charge and an adequate number of competent persons available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular Collection days. When residential Collection is postponed one day for the holiday schedule the Contractor's customer service personnel must be available to answer phones on all days during which Collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

4.02 Customer Service and Complaint Resolution:

4.02.01 The Contractor will be primarily responsible for complaints and the City will forward all initial complaints to the Contractor for resolution. Customer complaints shall be directed to the Contractor, and the Contractor shall give each complaint received prompt and courteous attention. The Contractor shall respond to all complaints via phone or written correspondence with the customer no later than noon on the following business day. The Contractor shall maintain a log of complaints and shall provide the City, daily, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

4.02.02 If a complaint cannot be resolved and the City's Contract Administrator is notified by the complainant, it will be the Contractor's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner. The Contractor shall provide a single source contact for the City's Contract Administrator for complaints or other city needs and shall communicate back with the Contract Administrator within two (2) hours of initial outreach.

4.03 Customer Grievances:

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification. The decision of the City shall be final and binding.

4.05 Newsworthy and Emergency Notifications

During the term of this Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor, or the Contractor's employees could be involved in a motor vehicle accident, an environmental accident, or other accident or situation involving damage to property or personal injury. The Contractor must contact the City's Contract Administrator immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the Contractor provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or the Contractor's employee; a motor vehicle accident which occurred while providing services under this Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

4.06 Customer Notifications

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste, etc. Unacceptable set-out notices and program introduction notices shall be printed and distributed by the Contractor. All other notices shall be printed and distributed by the City.

4.07 Reporting

4.07.01 The Contractor shall provide the following daily and monthly reports to the Contract Administrator. Reports shall be in a format approved by the Contract Administrator. Complete and accurate daily reports must be submitted to the Contract Administrator by no later than 10:00 AM, Central Time, each business day. Daily reports must contain the following information:

1. Daily Call Log – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. Unacceptable Set-out Log - Spreadsheet of unacceptable Set-outs by address and description of reason.

4.07.02 Complete and accurate monthly reports must be submitted to the Contract Administrator on or before the tenth (10th) day of each month. Monthly reports must contain the following information:

1. Amount of Solid Waste and Program Recyclable Materials Collected – spreadsheet listing amounts (in tons/pounds) of Solid Waste and Program Recyclable Materials collected by customer type. The spreadsheet must also include year-to-date totals.
2. Customer List for Roll-off Services – identify each by address and level of service, name, and contact information.
3. Billing and Revenue Documentation – documentation justifying the Contractor's billings and revenue derived by the Contractor for services within the City.
4. Summary of motor vehicle accidents or moving violations involving the Contractor's vehicles and any other infractions by or accidents/injuries/damages involving the Contractor's employees while performing services under this Contract.

4.08 Missed Collections: The Contractor shall notify the City by 4:00 PM, Central Standard Time when a route may not be completed before 7:00 PM Central Standard Time. The Contractor shall notify the City immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled. When notification of a missed Collection is received by the Contractor before 2:30 PM Central Standard Time and such allegation cannot be disproved by using Global Positioning System (GPS) equipment to document the fact that the Contractor attempted to provide services to such customer, the Contractor shall dispatch a truck and provide the Collection before 7:00 PM Central Standard Time on the same day. When notification of a missed Collection is received by the Contractor after 4:00 PM Central Standard Time and such allegation cannot be disproved using GPS, the Contractor shall provide Collection

within the next 24 hours and inform all residents impacted by such missed Collection of the time the corrective Collection will be provided. When notification of a missed Collection is received after 4:00 PM Central Standard Time on the day preceding a holiday and such allegations cannot be disproved, the Contractor shall provide Collection within the first three (3) hours of the day after the holiday.

4.09 Materiality: Without limiting the materiality of other provisions of this Contract, the Contractor's compliance with the complaint resolution, customer grievance, and reporting requirements of this Article 4 is and shall be a material term of this Contract.

ARTICLE 5 Billings; Payments; Charges

5.01 Billing and Payments:

5.01.01 The City shall provide the Contractor a customer list for residential services and commercial services identifying each by address and level of service. The Contractor shall provide the City a customer list for all other customers, identifying each by level of service, address, name, and contact information. The City and the Contractor shall update the customer list each month.

5.01.02 The City will be responsible for billing and Collection of payments for residential services and commercial services based on the customer list. The Contractor will be responsible for all other billings and Collection of payments including other Roll-off services. The Contractor shall bill customers in accordance with this Contract and then-current fee schedule plus the then-current franchise fee. The Contractor shall not bill customers for any fees other than those specifically authorized in this Contract.

5.01.03 Within thirty (30) calendar days of the end of each month, the City shall remit to the Contractor payment, less any franchise fees, disputed amounts, administrative charges, and payments withheld in accordance with the Contract, for residential services and commercial services rendered by the Contractor and billed by the City for the prior month.

5.01.04 Within thirty (30) calendar days of the end of each month, the Contractor shall remit to the City payment for any franchise fees, and other payments in accordance with this Contract for services rendered by the Contractor or payments due for the prior month.

5.02 Administrative Charges (Liquidated Damages): The Contractor understands that if it does not timely perform its obligations pursuant to the terms of this Contract or violates any provision of the Contract, City will suffer damages which are difficult to determine and adequately specify. The City and the Contractor agree that the liquidated damage amounts set forth herein are not penalties but are instead an estimate of damages that the City and public will sustain if any of the types of breaches listed below occur. In this regard, the Contractor agrees, in addition to any other remedies available to City, that City may withhold payment to Contractor in the amounts specified below as administrative charges for failure of the Contractor to fulfill its obligations. The following is a non-exclusive list of acts or omissions constituting breaches of this Contract entitling the City to withhold payment to the Contractor of the liquidated damage amount set forth for each such breach:

1. Failure to complete all collections between 7:00 a.m. and 7:00 p.m.: \$1,000 per route.
2. Missed Collection: \$100 per missed Collection in excess of two (2) missed collections per day. A missed Collection occurs when a customer reports a missed Collection, the address was not reported

by the Contractor as an unacceptable Set-out, and the Contractor cannot provide data demonstrating Collection vehicle traveled on street and collections occurred on street.

3. Missed Residential Unit block: \$500 per incident the Contractor failing to pick up material on a block containing Residential Units. A missed Residential Unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac report a missed Collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by the Contractor as unacceptable Set-outs and the Contractor cannot provide data demonstrating Collection vehicle traveled on street and collections occurred on block.
4. Failure to correct a missed Collection as specified in this Contract: \$100 per occurrence per day.
5. Failure to clean up spill as specified in this Contract: \$250 per incident per day.
6. Failure to provide Collection at the same customer two (2) or more times within a thirty-day (30) period: \$50 per occurrence over one (1) occurrence.
7. Failure to distribute unacceptable Set-out notice in accordance with the Contract: \$20 per occurrence.
8. Failure to submit an accurate report in the specified format, as required by the Contract: \$200 per report per calendar day.
9. Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
10. Failure to respond to any customer complaint in accordance with this Contract: \$200 per incident per calendar day.
11. Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.
12. Commingling of materials in violation of this Contract: \$1,000 each incident.
13. Prohibited disposal of Recyclable Materials: \$2,000 each incident.

5.03 Remittance of Charges: The City may impose administrative charges in the amounts set forth above (or withhold such amounts from payments due to the Contractor) when the Contract Administrator determines that performance consistent with the provisions of this Contract has not occurred. The Contract Administrator shall notify the Contractor in writing or electronically of each act or omission under the terms of this Contract reported to or discovered by the City or its designee. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of any complaint.

5.04 Remedies Cumulative. The City may deduct the full amount of any such charges from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law, at equity, or pursuant to the terms of this Contract. Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Contract shall survive termination or expiration of this Contract.

ARTICLE 6 Rates and Fees

6.01 Franchise Fee: For the right and privilege of using the City's public rights-of-way to provide scope of services of this Contract, the Contractor, on the first day of each month during the term of the Contract, will pay the City a franchise fee equal to a percentage of gross receipts resulting from the operation of the Solid Waste Collection services within the City. The City may increase or decrease the franchise fee on an annual basis by written notice as a part of the annual price changes made in accordance with this agreement. All fees listed in Exhibit "E" exclude Franchise Fees.

6.02 Collection Fees: The fees assessed by Contractor to the City shall be as set forth in Exhibit “E” (“Solid Waste Collection Fees”). The fees may be modified during the term of this Contract, or any renewal term, only in accordance with the following provisions; provided, however, that the fees set forth in Exhibit “E” shall not be revised based on changes in the CPI-U or Fuel Adjustment during the first year of this Contract.

6.02.01 The Contractor may submit a written request for modification to fees on or before July 1, 2021 and every July 1 thereafter. If either party fails to submit a written request or notice of a fee modification on or before July 1st of any year, the existing fees shall apply throughout the following year. All fees shall remain fixed from the execution of this Contract through August 31, 2021. A fee adjustment may be based on: (1) changes to the CPI-U and (2) changes to the Fuel Adjustment. Any fee adjustment shall be effective of and from October of the year in which requested or noticed. City billing fees will be determined by the City and added to the base for residential, commercial, and dumpster rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

6.02.02 The adjustment to fees based on CPI and Fuel Adjustment, whether an increase or decrease, shall be a composite of two indices: the Consumer Price Index ("CPI") Adjustment and the Fuel Adjustment as set forth herein. The parties agree that any annual fee adjustment, the sum of the CPI Adjustment and Fuel Adjustment, shall not exceed five percent (5%) for any single year.

1. CPI Adjustment. Fees will remain fixed as set forth in Exhibit “E” and may not be adjusted for changes in the CPI (as hereinafter defined), until August 31, 2021. Commencing on October 1, 2021 and continuing annually on each August 31st, fees, excluding Franchise Fee, may be adjusted by eighty percent (80.0%) of the Consumer Price Index, Dallas/Fort Worth Region for All Urban Consumers, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the “C.P.I.”) increase or decrease from the most recent October to the preceding October. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

2. Fuel Adjustment. Fees will remain fixed as set forth in Exhibit “E” and may not be adjusted for changes in fuel price (as hereinafter defined), until August 31, 2021. Commencing on August 31, 2021, and continuing annually on each August 31st, Recyclable Revenue Rebate and Rates, excluding Public Education Contribution and Franchise Fee, shall be adjusted by twenty percent (20.0%) of the US Department of Energy (“EIA/DOE”)’s Weekly Retail On Highway Diesel Prices for the Gulf Coast increase or decrease during the preceding twelve months. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The Fuel Adjustment shall be based on the change in the index from the most recent price as of August 31st and the price as of the previous August 31st.

6.03 Recyclable Materials Revenues: Contractor shall retain all revenues from the sale of Recyclable Materials.

6.04 Audit: The City may, on reasonable notice, at reasonable times and at the City's expense, request and conduct an audit of the Contractor's books and records to establish compliance with the rates and fees charged under this Contract. To the extent allowed by law, the City will maintain confidentiality of all information received by the City in such audits.

ARTICLE 7 Disaster Management

7.01 Disaster. The City and the Contractor will negotiate the services, including compensation, related to excessive debris and solid waste resulting from a force majeure event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, ice storms, etc., determined by the City to have caused widespread destruction and which results in increased residential services tonnage by 20% or more from the average per household of historical residential services tonnage for the same quarter for the prior three years. Collection of all other Disaster Debris (at less than the foregoing 20% limitation) shall be provided by the Contractor at no additional charge. The City may further require the Contractor to submit a disaster management plan that may be incorporated into this Contract.

7.02 Force Majeure. The occurrence of a force majeure event shall in no way relieve Contractor of any of its obligations under this Contract, and Contractor shall make best efforts to provide the same or comparable level of service as provided prior to the event.

ARTICLE 8 Insurance; Indemnification; Bond

8.01 Generally. The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

8.02 Certificates, Generally. Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Contract. The certificates shall state that thirty (30) calendar days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

8.03 Compliance and Ratings. The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

8.04 Workers Compensation Insurance Coverage.

8.04.01 Definitions related to Workers Compensation Insurance Coverage:

1. Certificate of coverage (or "certificate") is a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84 or equivalent), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services under this Contract for the duration of this Contract.

2. "Duration of this Contract" includes the time from the commencement of services and continuing for seven years plus any optional renewal term(s) and/or other extensions.
3. "Persons providing services" includes all persons or entities performing all or part of the services the Contractor has undertaken to perform under this Contract, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services related to this Contract.
4. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Contract. "Services" does not include activities unrelated to this Contract, such as parts suppliers, office supply deliveries, or other incidental vendors.

8.04.02 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on this Contract.

8.04.04 The Contractor must provide a certificate of coverage to the City prior to commencement of service. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of this Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

8.04.05 The Contractor shall obtain from each person providing services under the Contract, and provide to the City:

1. a certificate of coverage, prior to that person beginning work related to this Contract, so the City will have on file certificates of coverage showing coverage for all persons providing services related to this Contract; and
2. no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Contract.

8.04.06 The Contractor shall retain all required certificates of coverage for the duration of this Contract and for one year thereafter.

8.04.07 The Contractor shall notify the City in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services related to this Contract.

8.04.08 The Contractor shall post at the office where the vehicles serving the City are based a notice in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services related to this Contract that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

8.04.09 The Contractor shall contractually require each person with whom it contracts to provide services to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory definitions/requirements of Texas Labor Code, §401.011(44) for all of its employees providing services related to this Contract, for the duration of this Contract;
2. provide to the Contractor, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of this Contract or services;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of this Contract or services;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Contract;
5. retain all required certificates of coverage on file for the duration of this Contract or services and for one year thereafter;
6. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
7. contractually require each person with whom it contracts, to perform as required by paragraphs 8.04.01 – 8.04.07, with the certificates of coverage to be provided to the person for whom they are providing services.

8.04.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services under this Contract will be covered by workers' compensation coverage for duration of this Contract. The Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

8.04.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare this Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

8.05 Comprehensive Automobile Liability.

8.05.01 The Contractor's automobile liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

8.05.02 The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person ...\$1,000,000/occurrence
---------------	--

Property Damage	...\$1,000,000/occurrence
-----------------	---------------------------

8.05.03 The insurance shall be of the occurrence type and name the City as an additional insured with a requirement that the City be notified at least 30 days in advance of any material change in policy terms, including cancellation. There shall be no deductible applied to the City as additional insured.

8.06 Comprehensive General Liability.

8.06.01 The Contractor's general liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or the Contractor's agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Section 8.07.

8.06.02 To the extent that the Contractor's work, or work under the Contractor's direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person ...\$1,000,000/occurrence
---------------	--

Property Damage	...\$1,000,000/occurrence ...\$2,000,000/aggregate
-----------------	---

The insurance shall be of the occurrence type and shall name the City as an additional insured. There shall be no deductible applied to the City as additional insured.

8.07 DEFENSE OF SUITS.

IF ANY ACTION IN COURT IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE SUCCESSFUL PROPOSER TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS UNDER THE CONTRACT; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE SUCCESSFUL PROPOSER OR THE CONTRACTOR'S SUBCONTRACTORS OR ANY OF THE CONTRACTOR'S OR SUBCONTRACTORS' AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIAL MEN, OR

SUPPLIERS THE SUCCESSFUL PROPOSER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION.

8.08 INDEMNITY AND RELEASE.

THE SUCCESSFUL PROPOSER IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY (AND ANY OF THE CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF THE SUCCESSFUL PROPOSER, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

SAID INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO THE SUCCESSFUL PROPOSER, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY THE SUCCESSFUL PROPOSER OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES, OR BY ANY OTHER PERSON OR PERSONS.

THE FOREGOING INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

THIS SECTION 8.08 PROVIDES FOR SOLE LIABILITY OF THE CONTRACTOR REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

8.09 Performance Bond.

A performance bond in the amount of \$250,000.00 which will be re-evaluated annually. This will be maintained and renewed each year during the term of this Contract. Proof of renewal of the bond must be submitted to the City prior to August 31 each year of this Contract. The performance bond shall guaranty full and faithful performance of this Contract and the bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bond. The performance bond furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas. The bond will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the City prior to August 31st each year of the Contract.

ARTICLE 9 Implementation Plan

The Contractor will comply with the Implementation Plan attached as Exhibit "A" (or which shall be deemed to be attached as Exhibit "A" once completed by Contractor and approved by the City Manager), which may be revised and supplemented by mutual agreement. In order to minimize problems during implementation of this Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the parties agree to meet on a regular basis as follows:

1. The period from the date this Contract is executed until six months after the actual Collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the Contractor's performance in implementing this Contract and services hereunder, to evaluate container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.
2. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
3. Meetings shall be held at the offices of the City unless otherwise agreed upon by the parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

ARTICLE 10 Miscellaneous

10.01 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to its performance of this Contract, and shall further ensure that all subcontractors observe and comply with said laws, ordinances and regulations.

10.02 This Contract shall be governed by the laws of the State of Texas. Exclusive venue for any cause of action arising under this Contract or the work to be performed hereunder shall be in the state courts of Collin County, Texas.

10.03 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City, which will not be unreasonably withheld.

10.04 The provisions of this Contract are severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

10.05 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

10.06 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

10.07 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed and sent certified mail, return receipt requested, to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties. However, notice of breach, of assessment of charges, or of intent not to renew shall be sent by certified mail, return receipt requested, and no electronic transmission thereof shall be deemed sufficient.

10.08 This Contract shall be effective on the last date affixed to the parties' signatures below.

AGREED:

CARDS DALLAS INC

By: 
Dan Christensen, Vice President
3020 Sargent Road
Dallas, Texas 75203

CITY OF ANNA, TEXAS

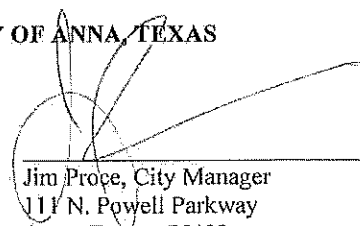
By: 
Jim Proce, City Manager
111 N. Powell Parkway
Anna, Texas 75409

Exhibit A: Implementation Plan

Exhibit A

Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Description	Start Date	End Date	Duration
Order Carts	Carts have been ordered		1 day
Create literature for customers	15 days prior	10 days prior	5 days
Obtain approval for print of literature	10 days prior	10 days prior	1 day
Print and make available all pertinent customer information	9 days prior		1 day
Distribute carts w/service day information and approved flyers	August 17 th	August 28 th	14 days
Deliver Commercial/ Industrial Containers	TBD Meeting with Bradshaw for Transition Date		
Begin Service	September 1, 2020	August 31, 2027	7 years
Attend a Q&A session at village hall and answer questions from the public	TBD	TBD	TDB
Review concerns with town board	Ongoing	Ongoing	Ongoing

Exhibit B: City's Request for Proposal with Addendum

Addendum #1 - Solid Waste Request for Proposals

Date: May 8, 2020
To: Prospective Bidders
From: Greg Peters, P.E., Director of Public Works
Re: Solid Waste Request for Proposals

The following sections of the Request for Proposal document have been revised in response to questions received:

1. Page 10, Section 501.03. Residential Services
2. Page 11, Section 501.08. Set-out Limits
3. Page 14, Section 501.19. Carts
4. Page 19, Section 606. Performance Bond
5. Page 22, Section 800.03.02. Minimum Experience
6. Appendix C, Cart Specifications
7. Page 41, Form 10.1 and 10.2

This Addendum 1 is hereby made a part of the Proposal Document. Attached is the revised Request for Proposal Document for your use with the revised sections highlighted. Please include a signed copy of this addendum in your submittal, which is due by May 15, 2020 by 3:00pm, CST.

Prepared By:  _____

Date: 5/8/20 _____

Acknowledged: _____

Date: _____



Request for Proposals

Solid Waste and Recycling Services
RFP # 2020-01

Proposal Deadline:
May 15, 2020 @ 3:00 PM, CST

Deliver or Mail to:
City of Anna
City Secretary's Office
111 N. Powell Parkway
Anna, Texas 75409

City of Anna
RFP # 2020-01

TABLE OF CONTENTS

1. NOTICE TO PROPOSERS3

2. INSTRUCTIONS TO PROPOSERS4

3. EVALUATION CRITERIA AND AWARD PROCEDURES6

4. TENTATIVE SCHEDULE OF ACTIVITIES 7

5. BACKGROUND AND SCOPE OF SERVICES8

6. INSURANCE, PERFORMANCE BOND, AND INDEMNITIES..... 17

7. BILLING AND PAYMENTS, ADMINISTRATIVE CHARGES, AND OTHER FINANCIAL TERMS 20

8. PROPOSAL FORMAT AND CONTENT 22

**City of Anna
RFP # 2020-01**

1.

NOTICE TO PROPOSERS

THE CITY OF ANNA, TEXAS
Request for Proposals

Sealed proposals for RFP # 2020-01 “Solid Waste and Recycling Services” will be received at the City of Anna, City Secretary Office, 111 N. Powell Parkway, Anna, Texas 75409, until **3:00 PM, CST, May 15th, 2020**. Proposals will be opened, and Proposers names will be publicly read at the City Hall Council Chambers, 111 N. Powell Parkway, Anna, Texas 75409. Proposals received after the proposal deadline will be returned unopened.

RFP documents are available for download at <http://www.annatexas.gov/>

Publish dates: 04/23/2020 and 04/30/2020

City of Anna
RFP # 2020-01

2. INSTRUCTIONS TO PROPOSERS

Section 201. Delivery of Proposals

RFP documents are available for download at <http://www.annatexas.gov/>. Proposals must be prepared on the proposal forms in the RFP. All requested documentation must be submitted with the proposal. Sealed proposals, one original (so marked) and ten (10) copies of the proposal and a CD or USB stick with an electronic copy of the proposal in pdf searchable format in a sealed box, will be received by City of Anna at Anna City Hall, 101 S. Powell Parkway, Anna, Texas 75409, until 3:00 PM, CST, May 15, 2020. The outside of the sealed box should be clearly marked “Solid Waste and Recycling Services RFP #2020-01 Proposal” and include the proposer’s name, contact person, address, telephone number, e-mail address and attention City of Anna. Any proposal received after stated proposal deadline will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals.

Section 202. Withdrawal of Proposals

Proposer may withdraw his proposal at any time prior to the last date and time specified for the proposal deadline. A proposer may resubmit his proposal at any time prior to the proposal deadline, pursuant to the procedures and requirements stated herein. Once proposals are opened, no proposer may modify or withdraw his proposal within one hundred eighty (180) days after the proposal deadline.

Section 203. Mandatory Pre-proposal Conference

There will be no pre-proposal conference.

Section 203. Explanations, Clarifications, and Interpretations

Any explanation, clarification, or interpretation desired by a proposer regarding any part of this RFP must be requested via email from Public Works, ssmith@annatexas.gov, before 5:00 PM, CST on May 8th, 2020. No further inquiries will be accepted after 5:00 PM, CST on May 8th, 2020.

If the City, in its sole discretion, determines that an explanation, clarification, or interpretation is required, such shall be issued in writing by addendum. Explanations, clarifications, or interpretations to the RFP made in any other manner other than writing by addendum are not binding upon the City, and proposers shall not rely upon such explanations, clarifications, or interpretations. Only written explanations, clarifications, or interpretations by addendum shall be binding. No proposer shall rely upon any explanations, clarifications, or interpretations given by any other method.

Section 204. Schedule Changes or Other Addendums to the RFP

Schedule changes or other addendums to the RFP will be published in the bid section of the City’s web site: <https://www.annatexas.gov/formcenter> then click on hyperlink located under “Current Bids” and e-mailed to all individuals attending the mandatory pre-proposal conference. It is the obligation of each proposer to make sure that it has received any and all addenda prior to submitting its proposal.

Section 205. Information Contained in the RFP

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide solid waste and recycling services to the City and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The City offers no warranties as to the accuracy of the information provided in this RFP. The City has made no independent effort to determine the accuracy of completeness of such information.

The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services. The proposer agrees that it has satisfied itself by proposer’s own investigation and evaluations of information which will or could affect their performance, and that proposer’s proposal is based upon such investigation and evaluations of information, and that Proposer shall make no claim against the City because of any information in this RFP which may prove to be erroneous in any respect.

Section 206. Definitions

Terms defined in Appendix A and their derivations shall have the meanings as set forth in Appendix A.

Section 207. Proposer Contact with the City

City of Anna
RFP # 2020-01

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win city business, the following requirements will be enforced during the proposal process:

1. All requests for information will be made in writing to Public Works staff at ssmith@annatexas.gov in accordance with Section 130.
2. No direct contact with or lobbying of city management, members of the RFP evaluation committee or the City Council will be permitted during the RFP process.
3. No gifts, lunches or other gratuities will be accepted by the City.
4. Vendors not complying with the above requirements will be disqualified.

Section 208. Right to Reject

Until the final award by the City of Anna, the City reserves the right to reject any and/or all proposals, to waive any informalities or technicalities and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

Section 209. Open Records Act and Ownership of Proposal

The City is subject to the Texas Public Information Act, a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request following award. All responses relative to this request for proposals and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of the City of Anna without any restrictions on usage, subject to exceptions under the Texas Public Information Act, and are non-returnable. Applicant may maintain a copy of such material for their records as necessary or required by industry standards.

Section 210. Accommodations or Sign Interpretative Services

The City of Anna City Hall is wheelchair accessible. For accommodations or sign interpretive services needed for mandatory pre-proposal conference and/or proposal opening, please contact Loretta Blacketer in the City Manager's Office 48 hours in advance at (972) 924-3325.

City of Anna
RFP # 2020-01

3. EVALUATION CRITERIA AND AWARD PROCEDURES

Section 300. Criteria for Evaluating Proposals

All proposals will be evaluated by a Proposal Evaluation Committee appointed by the City Manager. The committee will review the proposals. The committee may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence. During the review process, the City reserves the right, to request additional information or clarifications from those that submitted proposals. In addition, the City reserves the right to conduct interviews of all or select proposers.

Proposal will be ranked according to the proposal evaluation criteria as shown in Table 3.1. The committee will recommend the proposer that demonstrates the best value for the City based on the proposal evaluation criteria.

Table 3.1: Proposal Evaluation Criteria

Criteria	Percent of Total
Proposal Cover Sheet	Prerequisite
Mandatory Forms	Prerequisite
Proof of Satisfaction of Minimum Experience	Prerequisite
Financial Stability	10%
Experience	25%
Proposed Approach	25%
Financial Proposal	40%
	100%

Section 301. City Council Award

The Proposal Evaluation Committee will recommend the winning proposer to the City Council for award. Award of Contract, if any, will be made by formal action of the City Council.

Rules prohibiting contact with city officials as described in the “Notice to Proposers” will be strictly enforced and will result in disqualification of any proposer from further consideration. Proposers shall not offer or present gifts of any kind to individual council members or the council as a whole, or to City staff.

City of Anna
RFP # 2020-01

4. TENTATIVE SCHEDULE OF ACTIVITIES

April 21, 2020	RFP posted on web site
April 23, 2020	First publication
April 30, 2020	Second publication
May 8th, 2020, 5:00 PM, CST	Deadline for explanations, clarifications, or interpretations
May 15th, 2020, 3:00 PM, CST	Proposal deadline
May 18 th – May 22 nd , 2020	Finalist interviews
May 26 th , 2020	Award of contract by City Council
August 31, 2020	Commencement of services

City of Anna
RFP # 2020-01

5. BACKGROUND AND SCOPE OF SERVICES

Section 500. Background Information

The City's current contract for solid waste and recycling services expires on August 31, 2020. The current contract provides for residential services, commercial services, roll-off services, and City services. The current contractor is responsible for disposal of all solid waste and processing of all recyclable materials collected pursuant to the contract. This section provides background information regarding the current contract for solid waste and recycling services.

Section 500.01. Residential Services

Under the current contract, the contractor provides solid waste and recycling services to approximately six thousand (6,000) residential units. Estimated projected growth for the next five years reflects a 50% increase in residential units.

Residents receive once per week collection of solid waste, program recyclable materials, and monthly collection of bulky waste. The current contractor provides semi-automated collection of solid waste and program recyclable materials via contractor provided carts.

Currently, residential services, including bulky waste services, is limited to two cubic yards. The City is seeking to increase this to three cubic yards. Residents may set-out excess solid waste and program recyclable materials outside the carts. The current contractor collects all solid waste, program recyclable materials, and bulky waste set-out by customers. Table 5.1 shows the tonnage collected via residential services by material from Fiscal Year 2012/2013 through 2015/2016. Additional tonnage information is provided in Appendix B.

Table 5.1: Residential Services Tonnage by Material
(Fiscal Year 2015/2016 – 2018/2019) ¹

Fiscal Year	Solid Waste ²	Program Recyclable Materials	Yard Trimmings ²	Total
2015 - 2016	6,958	2,669	904	10,531
2016 - 2017	7,566	2,843	983	11,392
2017 - 2018	8,401	3,140	1,008	12,549
2018 - 2019	9,079	3,350	1,089	13,518
Average	8,001	3,005	996	11,998

1. Source: Reports from current contractor and calculations made by staff. Contractor to verify anticipated collection volumes.
2. Bulky waste tonnage is included in solid waste or yard trimmings.

The current contractor provides collection of solid waste and program recyclable materials to residential units at the street curb in front of the residential unit. Currently there are no residential subdivisions with rear-entry driveways connected to an alley. However, this is subject to change as new residential developments occur in the City.

Currently all residents receive collection of solid waste materials each Tuesday and program recyclable materials each Friday. Bulky waste collection is provided on the same day as collection of recyclable materials once per month on the third Friday of each month.

City of Anna
RFP # 2020-01

Section 500.02. Commercial Services

In addition to providing residential services, the current contractor provides solid waste and recycling services to approximately eighty (80) commercial units which includes the ten (10) City facilities, Anna ISD facilities, and multifamily buildings. Estimated projected growth for the next five years reflects a 15% increase in commercial units to include an addition of approximately 800 multi-family units.

Commercial units that generate relatively smaller quantities of waste receive solid services via carts. The majority of commercial units receive solid waste services via dumpsters. Table D.2 provides a summary of current solid waste service levels for commercial units.

**Table 5.2: Commercial Services Solid Waste Service Level Information by Container Count/Size
(Fall 2019)**

Container Type	Container Count/Size	Weekly Collection Frequency ¹						Total
		1	2	3	4	5	6	
Cart	1- 95 gallon cart	23	0	0	0	0	0	0
	2- 95 gallon carts	9	0	0	0	0	0	0
	3- 95 gallon cart s	8	0	0	0	0	0	0
	Subtotal Carts	40	0	0	0	0	0	40
Dumpster	2 CY dumpster	4	1	0	0	0	0	0
	3 CY dumpster	4	1	2	0	0	0	0
	4 CY dumpster	7	3	0	0	0	0	0
	6 CY dumpster	8	2	3	0	7	0	0
	8 CY dumpster	3	7	11	1	3	0	0
	Subtotal Dumpster	26	14	16	1	10	0	67
Total Commercial		66	14	16	1	10	0	107

Section 500.03. Roll-off Services

The current contractor is also the exclusive provider of roll-off services within the City. The City does not have any historical information related to roll-off services provided by the current contractor.

Section 500.04. City Services

The current contractor provides City services at no charge. The following is a summary of City services provided at no charge under the current contract:

1. **City Facilities Solid Waste and Recycling Services.** Solid waste and recycling services to City facilities. Additional City facilities service level is provided in Appendix C.
2. **City Sponsored Events Solid Waste Services.** Solid waste services for up to twenty-five (25) containers per City sponsored event (i.e. April Clean Up Campaign, Memorial Day Celebration/Touch a Truck, Fireworks on Main, Holiday Parade and Festival)

Section 501. Scope of Services

The purpose of this section is to familiarize proposers with the requested scope of services. Services performed will be in accordance with the following scope of services.

Section 501.01. Contract Term

The contract awarded in response to this RFP will commence on August 31, 2020. The City is considering an initial term of five (5) years or seven (7) years. After the initial term, the City may renew the contract for three (3) additional renewal terms of one (1) year each. The successful proposer may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of its election to reject a renewal term on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract. If The successful proposer does not provide such written notice to the Contract Administrator on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal

City of Anna
RFP # 2020-01

term of the contract prohibiting City from exercising the optional renewal term, the City may upon written notice to the successful proposer not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of the contract exercise such optional renewal term by such notice. This provision in no way limits the City's right to terminate the contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in the contract.

Section 501.02. Exclusive Services

The successful proposer shall have the exclusive right to provide all solid waste collection services to residential units, commercial units and Anna Independent School District. The exclusive right does not include properties located in the Anna Extraterritorial Jurisdiction (ETJ). However, the successful proposer is not prohibited from seeking to provide trash collection services to properties in the ETJ. The exclusive right includes the provision of solid waste collection services to construction projects within the City. In addition, the successful proposer shall have the exclusive right to provide all recycling collection services to residential units. The successful proposer shall have the non-exclusive right to provide recycling collection to commercial units and City facilities. The successful proposer, not the City, shall be solely responsible for defending the rights granted to the successful proposer herein against third parties.

Section 501.03. Residential Services

The successful proposer will provide once per week solid waste services and once per week recycling services to each residential unit. The City is considering whether to maintain the current solid waste service level. Prior to award of the contract, the City will decide whether solid waste services will be (i) once per week solid waste and once per week recycling services or (ii) twice per week solid waste and once per week recycling services. Solid waste and recycling services will be provided utilizing 96-gallon carts. Residential customers may also request additional carts, up to a total of 4 carts (in any combination), subject to additional fees, which will be determined in the final contract. The successful proposer shall collect all solid waste contained in solid waste carts and program recyclable materials contained in recycling carts. In addition, the successful proposer shall collect all Christmas trees outside of carts for the two weeks following December 25th. Residential service units may request up to one additional cart for solid waste and one additional cart for recycling.

The successful proposer will provide bulky waste services to each residential unit. The City is considering options related to bulky waste service levels. Prior to award of the contract, the City will decide whether bulky waste services will be (i) once per month or (ii) once per month with an additional one call-in per month. bulky waste services will be limited to three (3) cubic yards per collection.

In addition, the City is considering whether to include household hazardous waste and electronics services as part of residential services. If the City elects to include household hazardous waste and electronics services as part of residential services, the successful proposer will provide (i) two annual collection events in the City for household hazardous waste and electronics recycling or (ii) a drop-off location for household hazardous waste and electronics recycling which is maintained by the successful proposer. Prior to award of the contract, the City and the successful proposer will agree to the terms, limits, and processes for hazardous waste and electronics services collection.

Section 501.04. Commercial Services

In addition to residential services, the successful proposer will provide collection of solid waste via dumpsters to commercial units. The successful proposer will provide at a minimum once per week solid waste services to each commercial unit. For commercial units that are low waste generators, the successful Proposer will provide once per week collection of solid waste via one up to three 96 gallon carts. For other commercial units, the successful proposer will provide once per week up to six days per week collection of solid waste via 2 cubic yard (CY), 4 CY, 6 CY, and 8 CY dumpsters without vertical compactors and 4 CY, 6 CY, and 8 CY dumpsters with vertical compactors. In addition to solid waste services, the successful Proposer will offer, as a non-exclusive service, recycling services to commercial units. To incentivize recycling, the service fee for recycling services shall be equal to or less than the equivalent service fee for solid waste services.

Section 501.05. Roll-off Services

The successful proposer will provide solid waste services via roll-offs to customers. The successful proposer will provide solid waste services via 20 CY, 30 CY, and 40 CY roll-offs with and without compactors.

City of Anna RFP # 2020-01

Section 501.06. City Services

The successful proposer will provide City services at no charge to the City. City services includes the following:

1. **City Facilities Solid Waste Services and Recycling Services.** The successful proposer will provide solid waste services and recycling services to all current and future City facilities. This includes hauling and disposing of sludge from the City's wastewater treatment plant.
2. **Collection and Disposal Illicit and Illegal Dumping on City Property.** The City will occasionally have appliances or other bulky debris illegally dumped on city property such as greenbelts, parks, medians or rights of way. The successful proposer will collect and dispose of such materials at no charge. The City will be responsible for notifying the successful proposer and the successful proposer will have up to two (2) business days to complete the task.
3. **City Sponsored Special Events.** The successful proposer will provide solid waste services and recycling services to any City sponsored special event. Currently the City hosts 3-5 special events per year. The successful proposer will provide up to twenty-five (25) 90-96 gallon solid waste carts and twenty-five (25) 90-96 gallon recycling carts per event or containers equivalent to. The City will provide a two week notification to the successful proposer to schedule such events and provide information on the number of carts needed and the location to stage carts and pick up. Upon completion of the event, the successful proposer will pick up the carts within 24 hours.
4. **Animal Services Special Services.** The City will occasionally have dead animals located within medians or rights of way. The successful proposer will provide collection and disposal of dead animals to the County Animal Services located at 4750 Community Avenue, McKinney, TX 75071. The successful proposer will collect and dispose of such materials at no charge. The City will be responsible for notifying the successful proposer and the successful proposer will have one (1) business day to complete the task.
5. **Community Support.** The successful proposer will provide a financial contribution of \$15,000 per contract year for sponsoring City special events and a scholarship program for Anna ISD graduating seniors. The successful proposer will be allowed to provide promotional materials and participate in the events and programs based on mutually agreed terms between the City and the successful proposer.

Section 501.07. Disposal and Processing Services

The successful proposer will be responsible for providing disposal services. successful Proposer shall have and maintain during the term hereof, adequate disposal and processing capacity for the City's needs. All solid waste collected under the contract shall be disposed at a disposal site properly authorized under all applicable federal, state and local laws. All recyclable materials collected under the contract shall be processed at a processing facility properly authorized under all applicable federal, state and local laws.

The successful Proposer will be responsible for processing all recyclable materials collected from the City. The successful proposer must process a minimum of ninety-five percent (95%) by weight of program recyclable materials from residential customers into recovered material per month. Prior to award of the contract, the City and the successful proposer will agree to the minimum processing requirements for hazardous waste and electronics services collection.

Section 501.08. Set-out Limits

The successful proposer shall collect all solid waste and recyclable materials set-out in carts, dumpsters, and roll-offs. For residential units, the successful proposer shall collect all Christmas trees from residential service units for the two-week period following December 25th of each year. If the City elects once per month bulky waste services for residential units, the successful proposer shall collect up to four (4) cubic yards of bulky waste per collection. If the City elects once per month bulky waste service with an additional one bulky waste services call-in per month for residential units, the successful proposer shall collect four (4) cubic yards of bulky waste per collection from each residential unit. The successful proposer is not responsible for collecting in excess of the set-out limits. It shall be the successful proposer's responsibility to give notice first to the customer and also to Contract Administrator if a set-out exceeds the set-out limits.

The successful proposer shall tag items placed for collection that are not collectable under the terms of the contract. The successful proposer shall promptly notify the City of the address where the tagged item is located but no later than by 10:00 AM, Central Time, the next business day. The process and forms utilized to provide notice to customers will need to be approved by the Contract Administrator. The City shall be the sole and final judge as to whether a set-out exceeds the set-out limits.

City of Anna
RFP # 2020-01

to be approved by the Contract Administrator. The City shall be the sole and final judge as to whether a set-out exceeds the set-out limits.

Section 501.09. Inspection of Set-outs

The successful proposer may inspect each set-out prior to collection for compliance with the contract. Prior to collection of the set-out, the successful proposer may designate a set-out as an unacceptable set-out for the following reasons:

1. Set-out exceeds the set-out limits established in the contract; or
2. Set-out of program recyclable materials contains more than twenty-five percent (25%) of non-recyclable materials by weight.

The successful proposer may not designate a set-out as an unacceptable set-out for any reason other than those identified in the contract. If the successful proposer designates a set-out as an unacceptable set-out for any of the reasons set forth in the contract, the successful proposer shall:

1. Collect the portion of the set-out that is properly set-out; and
2. Immediately provide an unacceptable set-out notice to the customer stating the reason the set-out or portion of the set-out was designated as an unacceptable set-out.

For all unacceptable set-outs, the successful proposer shall provide a written report of the unacceptable set-outs including the address, reason set-out was an unacceptable set-out, and other information as requested by the City to the City by 10:00 AM, Central Time, the next business day.

Section 501.10. Collection Location

It is the City's intention to continue residential services collection, including bulky waste, at the same location as the residential unit has received in the past. The successful proposer shall provide collection of solid waste and program recyclable materials for each residential unit at the street curb in front of the residential unit. Side door collection for those residents that are physically unable to place their cart in the required location will be provided at no additional charge.

Collection of bulky waste for each residential unit shall be provided at the street curb in front of the residential unit. All other collections shall be provided at a location agreed upon between the successful proposer and the customer and not objected to by the City.

Section 501.11. Collection Days and Schedule

Collection shall be provided between 7:00 AM, Central Time and 7:00 PM, Central Time. Excluding call-in services, the successful proposer shall perform collections on a regular schedule on the same day and approximately the same time each week. Residential services shall be provided Monday through Friday. Commercial services shall be provided Monday through Saturday. The successful proposer shall not change collection days or schedules to residential units without written authorization by the Contract Administrator.

The City and the successful proposer shall mutually agree to holidays to be observed. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday.

The City shall determine the service level, including container type and collection frequency, and schedule for all City facilities services. Commercial services and roll-off services customers and the successful proposer shall agree upon the collection schedule and days subject to no objection by the City.

Section 501.12. Missed Collections

The successful proposer shall notify the City by 4:00 PM, Central Time when a route may not be completed before 7:00 PM, Central Time. The successful proposer shall notify the City immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled. When notification of a missed collection is received by the successful proposer before 4:00PM, Central Time and such allegations cannot be disproved by GPS documenting the successful proposer attempted to provide services to such customer, the successful proposer shall dispatch a truck and provide the collection before 7:00 PM, Central Time on the same day. When notification of a missed collection is received by the successful proposer after 4:00 PM, Central Time and such allegations cannot be disproved, the successful proposer shall provide collection within the next 24 hours and inform all residents impacted by such missed collection of the time the corrective collection will be provided. When notification of a missed collection is received after 4:00 PM, Central Time on the day preceding a holiday and such allegations cannot be disproved, the successful proposer shall provide collection within the first three (3) hours of the day after the holiday.

City of Anna
RFP # 2020-01

Section 501.13. Program Recyclable Materials

At a minimum, the successful proposer shall collect, in a single stream system, the following recyclable materials: mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, and magazines etc.), bagged shredded paper, steel and tin cans (fruit and vegetable cans), aluminum cans, plastic containers - # 1,2,3,4,5 & 7, glass bottles/jars/containers. The City requests proposers to identify other materials that City may include in the Recycling Services.

Section 501.14. Bulky Waste

Bulky waste must, at a minimum, include yard waste and any item that will not properly fit inside of a cart, and or requires special attention. The successful proposer may opt to use a mulching or composting facility for the yard waste, however, the City will not place additional or special requirements on residents to separate or prepare yard waste for this purpose.

Section 501.15. Disaster Debris

The City and the successful vendor will negotiate the services including compensation related to debris resulting from an event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per household of historical residential services tonnage for the same quarter for the prior three years. Collection of all other disaster debris shall be provided by the successful proposer at no additional charge. The City may further require the successful proposer to submit a disaster management plan that may be incorporated into the service contract.

Section 501.16. Spills, Leaks, and Litter

The successful proposer shall exercise care to prevent spilling, leaks and littering during the collection process. The successful proposer shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The successful proposer shall immediately pick up and clean up all spills, leaks and litter resulting from successful proposer's vehicles, or by successful proposer's employees or subcontractors while performing services under the contract. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

Section 501.17. Vehicle Maintenance and Specifications

The average age of frontline collection vehicles (including chassis and packer) shall not exceed the age of the contract. No more than 50% of the fleet shall be at an age beyond the contract age. In calculation of this, the individual vehicle age will be calculated based upon the oldest of the two primary components (chassis and packer). For example, in the first year of the contract, all vehicles shall have an average age of 1 year. For the second year of the contract, all vehicles shall have an average age of 2 years, and so on for the contract length. All vehicles shall be kept in a clean and sanitary condition. Collection and management vehicles shall be painted in the successful proposer's color or colors schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle. No advertising shall be permitted other than the name and address of the successful proposer.

Collection vehicles shall be manufactured to provide the services specified. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the successful proposer's staff and driver may communicate during the route collection. In addition, collection vehicles will have back-up cameras, spill kits, GPS tracking capability and RFID tag readers.

The successful proposer shall utilize equipment which can safely maneuver all City streets and properly collect waste and redistribute carts. Proposer shall review existing neighborhoods, including streets and on-street parking conditions to ensure that all equipment used shall meet this requirement.

Section 501.18. Vehicle Inventory

The successful proposer shall provide to the City a complete inventory showing each vehicle (type, capacity, approximate age) used for performing services within the City, which vehicles shall at least equal to that described in

City of Anna
RFP # 2020-01

the vehicle inventory. The inventory shall become part of the Implementation Plan. Upon approval of the City, the successful proposer may change vehicles from time-to-time and shall revise the inventory accordingly. The successful proposer shall provide the City with the revised inventory within one (1) week of any changes. The successful proposer shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory. Replacement vehicles shall conform to Section 501.17. The City may consider allowing the vendor to utilize older vehicles in a temporary manner due to unforeseen vehicle damage or breakdown. Such temporary vehicle usage shall not exceed 14 calendar days prior to being replaced with a permanent vehicle conforming to Section 501.17.

Section 501.19. Carts

New carts shall meet the requirements set forth in the Appendix D. Carts must be 90-96 gallons. In addition, recycling carts must have a full-color in-mold label on the lid of the cart of program recyclable materials and non-program recyclable materials, with a minimum size of area of 100 square inches. The City is considering whether the City or the successful proposer will be responsible for the purchase of the carts. If the City elects to purchase the carts, then the proposer would still be responsible for distribution and storage of the City-purchased carts. The City would be responsible for warranty issues, repair, and replacement.

If the successful proposer purchases the carts, the successful proposer shall supply all new carts during the contract term, be responsible for maintenance, repair, warranty issues, replacement, and retain ownership of carts in the possession of residential units at the expiration of the contract.

Upon notice from the City, the successful proposer shall deliver new carts to new customers. The successful proposer will be responsible for responding to requests from and delivering carts to customers who need a cart replacement for whatever reason. Carts shall be delivered no later than three (3) business days after notice. Used carts must be cleaned prior to reentry into the system and delivery to customers. Damaged carts shall be removed at the same time a replacement cart is delivered. Residential and Commercial customers shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the cart causing the cart to melt, and procedures to follow to minimize potential fire problems.

Section 501.20. Dumpsters, Roll-offs, and Compactors

The successful proposer will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to dumpsters, roll-offs, compactors owned by the successful proposer. Customers may elect to purchase compactors. All dumpsters shall have lids that fully close. Dumpsters and roll-offs must be painted a uniform color, bear the name and telephone number of the successful proposer, and bear a serial number coded for the dumpster or roll-off size. Dumpsters and roll-offs shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City.

The successful proposer is responsible for removing graffiti from its dumpsters, roll-offs, and compactors. Collection drivers shall notify the successful proposer at the end of each day of any dumpster, roll-off, or compactor containing graffiti. The successful proposer shall remove any graffiti from its dumpsters, roll-offs, and compactors within five (5) business days of notification. Each dumpster, roll-off, and compactor of the successful proposer is subject to inspection by the City and approval as to appearance and condition before placement at any City facility. A dumpster, roll-off, or compactor of the successful proposer shall be reconditioned and repainted if necessary before being supplied to a City facility that had not used it earlier. If the City so requires, a dumpster, roll-off, or compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the City's needs and/or locations, the City may require the successful proposer to install and service a dumpster, roll-off, or compactor. Damage to dumpster, roll-off, or compactor on customers' premises is at the successful proposer's risk, as between those parties and without affecting the risk or liability of others. The successful proposer shall be responsible for the repair of all dumpsters, roll-offs, or compactors damaged due to the successful proposer's negligence. The successful proposer shall repair or replace within one business day any dumpster, roll-off, or compactor that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

Section 501.21. Contractor's Office

The successful proposer shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate competent persons available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When collection is postponed one day for the holiday schedule the successful proposer's customer service personnel must be

City of Anna
RFP # 2020-01

available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

Section 501.22. Customer Service and Complaint Resolution

The successful proposer will be primarily responsible for complaints and the City will forward all initial complaints to them for resolution.

Customer complaints shall be directed to the successful proposer, and the successful proposer give each complaint received prompt and courteous attention. The successful proposer shall respond to all complaints via phone or written correspondence with the customer no later than noon on the following business day. The successful proposer shall maintain a log of complaints and shall provide the City, on a daily basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

In the event that a complaint cannot be resolved and the City's Contract Administrator is notified by the complainant, it will be the successful proposer's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner. The successful proposer shall provide a single source contact for the City's Contract Administrator for complaints or other city needs and shall communicate back with Contract Administrator within two (2) hours of initial outreach.

Compliance with the complaint resolution, customer grievance, and reporting requirements of this Section 501 is and shall be a material term of the contract.

Section 501.23. Customer Grievances.

The successful proposer will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification. The decision of the City shall be final and binding.

Section 501.24. Meetings

In order to minimize problems during implementation of the contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the parties agree to meet on a regular basis as follows:

1. The period from the date the contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the successful proposer's performance in implementing the contract, to evaluate container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.
2. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
3. Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 501.25. Newsworthy and Emergency Notifications

During the term of the contract, there may be activities or circumstances, positive or negative, involving the successful proposer's business that could be newsworthy. Likewise, the successful proposer, or the successful proposer's employees could be involved in a motor vehicle accident; an environmental accident. The successful proposer must contact the City's Contract Administrator immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the successful proposer provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the successful proposer, a related business of the successful proposer, or the successful

City of Anna
RFP # 2020-01

proposer's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

Section 501.26. Customer Notifications

The City will coordinate with the successful proposer and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste etc. Unacceptable set-out notices and program introduction notices shall be printed and distributed by the successful proposer. All other notices shall be printed and distributed by the City.

Section 501.27. Reporting

The successful proposer shall provide the following daily and monthly reports to the Contract Administrator. Reports shall be in a format approved by the Contract Administrator.

Complete and accurate daily reports must be submitted to the Contract Administrator by 10:00 AM, Central Time each business day. Daily reports must contain the following information:

1. **Daily Call Log** – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. **Unacceptable Set-out Log**- Spreadsheet of unacceptable set-outs by address and description of reason.

Complete and accurate monthly reports must be submitted to the Contract Administrator on or before the tenth (10th) of each month. Monthly reports must contain the following information:

1. **Amount of Solid Waste and Program Recyclable Materials Collected** – Spreadsheet listing amounts (in tons/pounds) of solid waste and program recyclable materials collected by customer type. The spreadsheet must also include year-to-date totals.
2. **Customer List for Roll-off Services** – identify each by address and level of service, name, and contact information.
3. **Billing and Revenue Documentation** – documentation justifying the successful proposer's billings and revenue derived by the successful proposer for services within the City.
4. **Summary of motor vehicle accidents or moving violations involving the successful proposer's vehicles** – identify vehicle, employee and description of violation.

Section 501.28. Commingling of Materials Prohibited

Except, when approved in writing by the City, the successful proposer shall not commingle the following materials recyclable materials collected with recycling with other material. Commingling of materials in violation of the contract is a breach of the contract and may result, at the City's discretion, in administrative charges and/or termination of the contract.

Section 501.29. Disposal of Recyclable Materials Prohibited

The successful shall not dispose of any recyclable materials collected for recycling, or market such materials to markets that the successful proposer knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the City.

Disposal of recyclable materials collected for recycling, or marketing of such materials to markets that the successful proposer knows or reasonably should have anticipated will dispose of such materials, except when approved by the City, is a breach of the contract and may result in administrative charges and/or termination of the contract.

In this section, "dispose" or "disposal" means the delivery to and deposit of recyclable materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of recyclables to any person, location or facility other than a recognized recycling facility.

City of Anna
RFP # 2020-01

6. INSURANCE, PERFORMANCE BOND, AND INDEMNITIES

The successful proposer shall secure and maintain throughout the duration of the contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the successful proposer to maintain adequate insurance coverage at all times. Failure of the successful proposer to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Section 600. General Requirements

Satisfactory certificates of insurance shall be filed with the City prior to starting any work under the contract. The certificates shall state that thirty (30) calendar days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

The successful proposer shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

Section 601. Workers Compensation Insurance Coverage

- (A) Definitions related to Workers Compensation Insurance Coverage:
 - Certificate of coverage ("certificate")** - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the successful proposer's employees providing services under the contract for the duration of the contract.
 - Duration of the Contract** - includes the time from the commencement of services and continuing for five years or seven years. Persons providing services includes all persons or entities performing all or part of the services the successful proposer has undertaken to perform under the contract, regardless of whether that person contracted directly with the successful proposer and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Contract. "Services" does not include activities unrelated to the contract, such as parts suppliers, office supply deliveries, or other incidental vendors.
- (B) The successful proposer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the successful proposer providing services on the project, for the duration of the project.
- (C) **The successful proposer must provide a certificate of coverage to the City prior to commencement of service.**
- (D) If the coverage period shown on the successful proposer's current certificate of coverage ends during the duration of the project, the successful proposer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- (E) The successful proposer shall obtain from each person providing services under the Contract, and provide to the City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the successful proposer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The successful proposer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The successful proposer shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the successful proposer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

City of Anna
RFP # 2020-01

- (H) The successful proposer shall post at the office where the trucks serving the City are based a notice in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The successful proposer shall contractually require each person with whom it contracts to provide services to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the successful proposer, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of the project or services;
 - (3) provide the successful proposer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project or services;
 - (4) obtain from each other person with whom it contracts, and provide to the successful proposer:
 - (a) a certificate of coverage, prior to the other person beginning work; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project or services and for one year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the successful proposer is representing to the City that all employees of the successful proposer who will provide services under the contract will be covered by workers' compensation coverage for duration of the contract. The successful proposer also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the successful proposer to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The successful proposer's failure to comply with any of these provisions is a breach of contract by the successful proposer which entitles the governmental entity to declare the contract void if the successful proposer does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Section 602. Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect the successful proposer against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person
	...\$1,000,000/occurrence
Property Damage	...\$1,000,000/occurrence

The insurance shall be of the occurrence type and name the City as an additional insured with a requirement that the City be notified at least 30 days in advance of any material change in policy terms, including cancellation. There shall be no deductible applied to the City as additional insured.

City of Anna
RFP # 2020-01

Section 603. Comprehensive General Liability

This insurance shall be written in comprehensive form and shall protect the successful proposer against all claims arising from injuries to members of the public or damage to property of others arising out of any act of omission of the successful proposer or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful proposer under the article entitled DEFENSE OF SUITS.

To the extent that the successful proposer's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person
	...\$1,000,000/occurrence
Property Damage	...\$1,000,000/occurrence
	...\$2,000,000/aggregate

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as additional insured.

Section 604. Defense of Suits

If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the successful proposer to perform any of the covenants, acts, matters, or things under the contract; or for injury or damage caused by the alleged negligence of the successful proposer or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the successful proposer shall indemnify, defend and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

Section 605. Indemnity and Release

The successful proposer is solely responsible for and shall defend, indemnify, and hold City (or any of City's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees and related expenses) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of the successful proposer, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity, defense and hold harmless agreement shall also apply to claims arising from accidents to the successful proposer, its agents or employees, whether occasioned by the successful proposer or its employees, the owner or his employees, or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Section 606. Performance Bond

A performance bond in the amount of \$250,000.00 which will be determined upon bid award and re-evaluated annually. This will be maintained and renewed each year during the term of the contract. Proof of renewal of the bond must be submitted to the City prior to August 31 each year of the contract.

City of Anna
RFP # 2020-01

7. BILLING AND PAYMENTS, ADMINISTRATIVE CHARGES, AND OTHER FINANCIAL TERMS

Section 701. Billing and Payments

The City shall provide the successful proposer a customer list for residential services and commercial services identifying each by address and level of service. The successful proposer shall provide the City a customer list for all other customers, identifying each by level of service, address, name, and contact information. The City and the successful proposer shall update the customer list each month.

The City will be responsible for billing and collection of payments for residential services and commercial services based on the customer list. The successful proposer will be responsible for all other billings and collection of payments including other roll-off services.

The successful proposer shall bill customers in accordance with the contract and then-current rate schedule plus the then-current franchise fee. The successful proposer shall not bill customers for any fees other than those specifically authorized in the contract.

Within thirty (30) calendar days of the end of each month, the City shall remit to the successful proposer payment, less any franchise fees, disputed amounts, administrative charges, and payments withheld in accordance with the contract, for residential services and commercial services rendered by the successful proposer and billed by the City for the prior month.

Within thirty (30) calendar days of the end of each month, the successful proposer shall remit to the City payment for any franchise fees, and other payments in accordance with the contract for services rendered by the successful proposer or payments due for the prior month.

Section 702. Administrative Charges

The successful proposer understands that if it does not timely perform its obligations pursuant to the terms of the contract or violates any provision of the contract, City will suffer damages which are difficult to determine and adequately specify. The successful proposer agrees, in addition to any other remedies available to City, that City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of the successful proposer to fulfill its obligations. The following acts or omissions shall be considered a breach of the contract and City may require payment by the successful proposer of the charges set forth for each act

1. Failure to complete all collections between 7:00 a.m. and 7:00 p.m.: \$1,000 per route.
2. Missed collection: \$100 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by the successful proposer as an unacceptable set-out, and the successful proposer cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street.
3. Missed residential unit block: \$500 per incident the successful proposer failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by the successful proposer as unacceptable set-outs and the successful proposer cannot provide data demonstrating collection vehicle traveled on street and collections occurred on block.
4. Failure to correct a missed collection as specified in this contract: \$100 per occurrence per day.
5. Failure to clean up spill as specified in this contract: \$250 per incident per day.
6. Failure to provide collection at the same customer two (2) or more times within a thirty-day (30) period: \$50 per occurrence over one (1) occurrence.
7. Failure to distribute unacceptable set-out notice in accordance with the contract: \$20 per occurrence.
8. Failure to submit an accurate report in the specified format, as required by the contract: \$200 per report per calendar day.
9. Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
10. Failure to respond to any customer complaint in accordance with this contract: \$200 per incident per calendar day.
11. Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.
12. Failure to minimum processing requirements: \$500 per calendar day.
13. Commingling of materials in violation of this contract: \$1,000 each incident.
14. Disposal of recyclable materials: \$2,000 each incident.

City of Anna
RFP # 2020-01

City may impose administrative charges when the Contract Administrator determines that performance consistent with the provisions of the contract has not occurred. The Contract Administrator shall notify the successful proposer in writing or electronically of each act or omission under the terms of the contract reported to or discovered by City or its designee. It shall be the duty of the successful proposer to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to the successful proposer. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of the contract.

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this contract shall survive termination or expiration of this contract.

Section 703. Modification to Rates

The successful proposer shall submit a written request for modification to fees on or before July 1, 2021 and every July 1st thereafter. If the successful proposer fails to submit a written request for modification to rates on or before July 1st, the successful proposer waives the right for a modification to rates. City billing fees will be determined by the City and added to the base for residential, commercial, and dumpster rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

All fees shall remain fixed from the execution of the contract through August 31, 2021. The adjustment, increase or decrease, shall be a composite of two indices, including the Consumer Price Index ("CPI") Adjustment and the Fuel Adjustment as set forth herein. The successful proposer agrees the annual modifications, the sum of the CPI Adjustment and Fuel Adjustment, shall not exceed five percent (5%) for any single year.

1. **CPI Adjustment.** Rates will remain fixed as set forth in Exhibit 1 and will not be adjusted for changes in the CPI (as hereinafter defined), until August 31, 2021. Commencing on August 31, 2021 and continuing annually on each October 1st, rates, excluding Franchise Fee, shall be adjusted by eighty percent (80.0%) of the Consumer Price Index, Dallas/Fort Worth Region for All Urban Consumers, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") increase or decrease from the most recent October to the preceding October. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the Public Works power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
2. **Fuel Adjustment.** Rates will remain fixed as set forth in Exhibit 1 and will not be adjusted for changes in fuel price (as hereinafter defined), until August 31, 2021. Commencing on August 31, 2021, and continuing annually on each October 1st, Recyclable Revenue Rebate and Rates, excluding Public Education Contribution and Franchise Fee, shall be adjusted by twenty percent (20.0%) of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast increase or decrease during the preceding twelve months. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The Fuel Adjustment shall be based on the change in the index from the most recent price as of October 1st and the price as of the previous October 1st.

Section 704. Recyclable Materials Revenues

Contractor shall retain all revenues from the sale of Recyclable Materials.

Section 705. Franchise Fee

For the right and privilege of using the City's public rights-of-way to provide scope of services of the contract, the successful proposer, on the first day of each month during the term of the contract, will pay the City a franchise fee equal to five percent (5%) of gross receipts resulting from the operation of the solid waste collection services within the City. The City may increase or decrease the franchise fee with ninety (90) calendar days' written notice. All fees proposed in Form 10 exclude Franchise Fees.

City of Anna
RFP # 2020-01

8. PROPOSAL FORMAT AND CONTENT

The Proposal must contain ALL of the required paperwork. ALL forms in Appendix E must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be acceptable as an answer. The Proposal must be organized into tabbed and labeled sections in the required order. Refer to the checklist that follows to assist you in your submission.

Required Format of Proposal: Proposals must be organized and submitted in tact with all of the information in tabbed and appropriately labeled sections in the following order:
1. Proposal Cover Sheet
2. Mandatory Forms
3. Proof of Satisfaction of Minimum Requirements
4. Financial Stability
5. Experience
6. Proposed Approach
7. Financial Proposal
8. Brochures, Flyers, Promotional Material

Section 800.01. Proposal Cover Sheet

Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the due date. The letter shall include a signature from a representative authorized to legally bind the proposing company.

Section 800.02. Mandatory Forms

Proposers shall complete the following forms:

- Form 1- Statement of Organization
- Form 2- Acknowledgement of Addendums
- Form 3- Declaration
- Form 4- Non-Collusion Affidavit
- Form 5- Conflict of Interest
- Form 6- Compliance with Federal and State Laws
- Form 7- Felony Conviction Notice
- Form 8- Insurance Requirement Affidavit

Section 800.03. Proof of Satisfaction of Minimum Requirements

Section 800.03.01. Ability to Acquire Performance Bond. Proposers shall submit with their qualification package a proof of the ability to acquire a Performance Bond that meets or exceeds the requirements set forth herein. The surety shall be a surety company duly authorized to do business in the State of Texas; having an “A” or better rating by A. M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States of America; and acceptable to the City.

Section 800.03.02. Minimum Experience. Proposer (Business Entity or Key Personnel) shall have a minimum of five (5) years successful experience providing solid waste and recycling services for a minimum of 20,000 households. For each reference, Proposer shall complete Form 9, which requires the following information:

- a. Name of community and description of services provided, including number of residential units and commercial units.
- b. Contact person, including name, title, phone number, and email address.
- c. Number of years of service and year in which services began.

City of Anna
RFP # 2020-01

Section 800.04. Financial Stability

Proposers shall submit the following information related to financial stability:

1. Briefly describe in narrative format the Proposer's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach the SEC required Management Discussion.
2. Provide audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this contract. Additionally for publicly held companies, provide SEC 10K filings for the parent organization.
3. Disclose whether Proposer or parent company has ever filed for bankruptcy.

Section 800.05. Experience

Section 800.05.01. Key Personnel Experience. Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, Public Spokesperson, etc.). For each key personnel, Proposer shall provide the following information:

- d. Description of direct experience in solid waste and recycling services;
- e. List of industry training and certifications;
- f. Office location of personnel; and
- g. Amount of time per week personnel will be dedicated to the City contract.

For positions that are currently unfilled, identify minimum qualifications for that position, office location of personnel, and amount of time per week personnel will be dedicated to the City contract.

Section 800.05.02. Company Experience. Briefly describe in narrative format the Proposer's experience that is relevant to this RFP. In addition to those communities identified in Section 600.03.02, Proposers shall provide references for other communities for which the Proposer is currently providing similar services. For each reference, Proposer shall complete Form 9.

Section 800.05.03. Contracts Ended Prior to the Expiration Date. Identify any contracts in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters in the past five (5) years that have ended prior to the expiration date due to any of the following reasons:

- a. Assignment of the agreement to another vendor;
- b. Termination of the agreement;
- c. Mutual agreement with the customer to discontinue service; and/or
- d. Other reason.

Section 800.05.04. Other Performance History Information. The Proposer must list any claims against a bid bond or performance bond and the results or any contractual defaults or termination over the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters. The Proposer shall also provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Texas Commission on Environmental Quality or any local enforcement agency in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters. The list shall include name of the regulatory agency and the date of enforcement action. The Proposer shall inform the City if it has had a permit, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years in Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico, and state of Proposer headquarters.

Section 800.06. PROPOSED APPROACH

Section 800.06.01. Overview of Approach to Collection Services. Proposer shall provide an overview of the proposed approach for providing the following collection services:

- a. Residential Services (curbside and alley and Pine Lane)
 - i. Solid Waste
 - ii. Recycling
 - iii. Bulky Waste
 - iv. Christmas Trees
 - v. Household Hazardous Waste and Electronics (if included at City's discretion)
- b. Commercial Services
- c. Roll-off Services
- d. City Services (including haul and disposal of sludge from the City wastewater treatment plant)
- e. Special Events

City of Anna
RFP # 2020-01

Section 800.06.02. Proposed Approach to Recycling Services. Proposer shall identify all recyclable materials to be collected. Proposer shall collect, at a minimum, the materials required to be included in the recycling services per the RFP. Proposer shall identify any additional materials that can be collected as part of the recycling services at no additional cost.

Section 800.06.03. Proposed Approach to Bulky Waste Services. Proposer shall provide a detailed description of the vehicles and personnel to be utilized in the collection of bulky waste. Proposers shall describe how the seasonal nature of bulky waste will be managed including a detailed plan of how bulky waste will be managed in peak seasons or after storms.

Section 800.06.04. Proposed Approach to Household Hazardous Waste and Electronics Services. The City may include household hazardous waste and electronics services in the contract. Proposer shall provide a detailed description of the approach for household hazardous waste and electronics services if the City includes such services. Proposers shall describe what materials will be included, preparation requirements, collection location, collection scheduling, and other key aspects of the program.

Section 800.06.05. Residential Services Collection Route Schedules and Maps. Proposer shall include a proposed route schedule and maps for residential services.

Section 800.06.06. Overview of Approach to Disposal and Processing Services. Proposer shall provide an overview of the proposed approach for disposal of solid waste and bulky waste and processing of recyclable materials collected via the program. In addition, Proposer shall provide an overview of the proposed approach for processing of household hazardous waste and electronics if included in the residential services. Proposer shall list the name, location and distance from the City for the facilities proposed for use in providing the disposal and processing services specified in the Contract.

Section 800.06.07. Equipment. Proposer shall provide describe the following equipment:

- a. **Collection Vehicles.** The descriptions shall include:
 - i. Make, model, and age of each proposed collection vehicle. Photos of each type of collection vehicle proposed should be included.
 - ii. Number of front line and spare collection vehicles to be used to perform each service.
 - iii. Any future collection equipment to be acquired and a timeline for acquisition of new collection equipment.
 - iv. Number of personnel needed for each collection crew to conduct each service.
 - v. Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning collection vehicles.
- b. **Carts.** The description shall include, at a minimum, the manufacturer, capacity, color, and method of affixing City logo. Photos of the proposed carts should be included. If requested, Proposer shall provide a sample of the carts to the City.
- c. **Dumpsters and Roll-offs.** The descriptions shall include, at a minimum, the manufacturer, color, capacities, and logos on the containers. Photos of the proposed dumpsters and roll-offs should be included. Proposer shall provide description of maintenance program for all dumpsters and roll-offs used to perform services, including a proposed frequency of cleaning dumpsters and roll-offs.

Section 800.06.08. Customer Service Policies and Procedures. Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:

- a. Description of customer complaint resolution procedures including customer follow-up to ensure complaint is resolved to customer's satisfaction.
- b. Description of missed collections resolution procedures including ensuring missed collections are resolved in accordance with the RFP.
- c. Proposed customer call center information including number of customer service personnel, turn-around time on customer service center location, customer service phone policies, a contingency plan in case of a strike and any other pertinent and applicable information.

City of Anna
RFP # 2020-01

Section 800.06.09. Customer Billing Policies and Procedures. Proposer shall describe the policies and procedures to be used for billing services to be performed by the successful proposer (i.e. Roll-off Services). Provide a detailed description of your customer billing program, including billing cycles, collection policy and practices.

Section 800.06.10. Disaster Management Plan. Disasters resulting in significant volumes of debris may occur in the City. Timely removal of this material is crucial and expected of the successful Proposer. Describe in detail the proposed response to disasters. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

Section 800.06.11. Transition Plan. Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:

- a. Individual or group of individuals that will oversee the execution of the transition plan.
- b. Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- c. Detailed schedule for the transition.
- d. Proposed strategies for customer communication regarding the transition of service providers.

Section 800.07. Financial Proposal. Proposer shall complete Form 10- Financial Proposal.

Section 800.08. Brochures, Flyers, Promotional Material. Proposer shall provide any additional brochures, flyers, promotional information, etc. for the City's consideration.

City of Anna
RFP # 2020-01

Appendix A: Definitions

Terms defined herein and their derivations shall have the meanings as set forth in herein. In the event that the definitions provided here differ from those in the most current version of the City of Anna's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

Bulky Waste: Bulky Waste shall mean solid waste composed of materials not easily contained in a cart such as, but not limited to white goods, furniture, yard trimmings, large electronics, and other oversized solid waste.

Business Day: Business day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the contract.

Cart: Cart shall mean a receptacle purchased by the contractor or City meeting the specifications set forth in the contract which designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B).

City: City shall mean the City of Anna, Texas.

City Facility: City facility shall mean any City owned or operated facility designated by the Contract Administrator as a City facility to receive City services. The City has the sole authority to add or eliminate City facilities to receive City services.

Collect or Collection: Collect or Collection shall mean the act of removing solid waste, including bulky waste, for transport to a disposal site or the act of removing program recyclable materials and program household hazardous waste and electronics for transport to a processing facility.

Commercial Service Unit: Commercial Service Unit shall mean all establishments other than residential service units within the corporate limits of the City.

Compactor: Compactor shall mean a mechanical unit that receives, compacts and reduces the volume of solid waste or recyclable materials.

Container: Container shall mean carts, dumpsters and roll-offs.

Contract: Contract shall mean this Request for Proposals, Instructions to Bidders, Contractor's Proposal, Contract Specifications, the Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the City and the contractor.

Contract Administrator: Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of the contract.

Contractor: Contractor shall mean the individual, firm, partnership, joint venture, corporation, or association performing the services under the contract with the City.

Disaster Debris: Disaster debris shall mean any waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a disaster. Disaster debris may be generated by any sector affected by a disaster (e.g., households, businesses, government, etc.)

Disposal: Disposal shall mean the deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water dispose or disposal: Dispose or disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or un-containerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall dispose of materials at a disposal site.

Disposal Site: Disposal site shall mean a landfill or other solid waste management facility permitted under all applicable local, state, and federal laws and regulations for disposal of solid waste.

City of Anna
RFP # 2020-01

Dumpster: Dumpster shall mean a metal receptacle with a tight fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically. Contractor shall provide dumpsters to customers.

Process or Processed or Processing: Process or Processed or Processing shall mean recovery of recyclable materials, treatment into recovered materials, and marketing of recovered materials to end markets and recovery of program household hazardous waste and electronics, treatment of program household hazardous waste and electronics, and marketing of recovered materials to end markets.

Processing Facility: Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for processing of recyclable materials and/or program household hazardous waste and electronics.

Program Household Hazardous Waste and Electronics: Program Household Hazardous Waste and Electronics shall mean materials proposed by contractor to be included and agreed by the City to be included as program household hazardous waste and electronics.

Program Recyclable Materials: Program Recyclable Materials shall mean mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, and magazines etc.), bagged shredded paper, steel and tin cans (fruit and vegetable cans), aluminum cans, plastic containers - # 1,2,3,4,5 & 7, and glass bottles/jars/containers collected single stream. In addition, program recyclable materials includes other materials proposed by contractor to be included and agreed by the City to be included as program recyclable materials.

Recyclable Material: Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or disposing of such material.

Recycling: Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling Services: Recycling Services shall mean the collection and processing of program recyclable materials and program household hazardous waste and electronics.

Residential Unit: Residential Unit shall mean dwelling as defined by the Anna Comprehensive Zoning Ordinance and designated by the Contract Administrator as a Residential Unit.

Roll-off: Roll-off shall mean a metal receptacle with a minimum capacity of approximately twenty (20), a maximum capacity of forty (40) cubic yards, intended for high-volume generation of solid waste, and designed to be transported to a disposal site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide roll-offs.

Special Events: Special Events shall mean events sponsored in whole or in part by the City, or conducted within the City and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events.

Set-out: Set-out shall mean material(s) placed by a customer for collection by contractor.

Single Stream: Single Stream shall mean commingled and not required to be subdivided by the Customer prior to Collection.

Solid Waste: Solid Waste shall mean garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or

City of Anna
RFP # 2020-01

- industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.); or
- d) Unacceptable waste.

Unacceptable Set-out: Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.

Unacceptable Waste: Unacceptable Waste shall mean any solid waste, the acceptance and handling of which by contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, untreated Medical Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

White Goods: White Goods shall mean all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

Yard Trimmings: Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials.

**City of Anna
RFP # 2020-01**

Appendix B: Current City Facilities Service Level Information

City Facilities Carts – Regular & Recycling

SERVICE NAME	#	STREET	TYPE	RECYCLING QTY	POLY QTY	FRQ WEEKLY
ANNA EDC/CDC - INC CUBE BUILDING	312	S POWELL	PKWY	1	2	1
CITY OF ANNA – CITY HALL	111	N POWELL	PKWY	1	2	1
CITY OF ANA – POLICE/UTILITY BILLING	101	S POWELL	PKWY	2	4	1
CITY OF ANNA – PUBLIC WORKS	3223	N POWELL	PKWY	2	2	1
CITY OF ANNA-FIRESTATION # 1	305	S POWELL	PKWY	2	2	1

City Facilities Front Load Services

SERVICE NAME	#	STREET	TYPE	QTY	SVCE CODE	FRQ WEEKLY
CITY OF ANNA – SLAYTER CREEK PARK	425	W ROSAMOND	PKWY	1.00	08YD	1
CITY OF ANNA – BRYANT PARK	1116	CR 371	RD	0.00	00YD	FUTURE
CITY OF ANNA – GEER PARK	425	E SIXTH	ST	0.00	00YD	FUTURE
CITY OF ANNA – NATURAL SPRINGS PARK	1100	E FM 455	FM	1.00	08YD	1
CITY OF ANNA – SHERLEY HERITAGE PARK	109	E THIRD	ST	1.00	08YD	1
CITY OF ANNA – JOHNSON PARK	500	N SHERLEY	AVE	1.00	08YD	1

City Facilities Roll-Off Services

SERVICE NAME	STREET	QTY	SVCE CODE
PUBLIC WORKS	3223 N POWELL PKWY	1	30 YD
PARKS DEPT	1100 E FM 455	1	30 YD

City of Anna
RFP # 2020-01

Appendix C: Cart Specifications

Compliance with or variation from the specification must be noted in the proposal.

1. Approximate capacity of 96 gallons;
2. Uniform color (as approved by Contract Administrator)
 - a. Solid waste cart: to be determined by the Contract Administrator
 - b. Recycling cart: blue
3. Passive radio frequency identification (RFID) tag utilizing ultra high frequency (UHF) range;
4. City Logo included, without contractor logo or other information
5. Comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G complaint);
6. Metal lift bar (replaceable if damaged)
7. Either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.
8. Heavy duty top lip
9. One piece molded handle
10. Molded-in foot tilter
11. Markings (as approved by Contract Administrator)
 - a. City Logo and city provided phone number hot stamped in white letters, that are to be water resistant, approximately 1" in height each side of cart.
 - b. A 6 - 8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that are to be water resistant, and approximately 1" in height on the same side as (a) above.
 - c. Full-color in-mold label on recycling cart of program recyclable materials and non-program recyclable materials, with a minimum size of area of 100 square inches.
12. Delivery shall be F.O.B. City of Anna, Designated Staging Locations, Anna, TX 75409. City is willing to work with the successful vendor for designated staging areas.
13. **The City of Anna will require a sample from the successful vendor prior to the placement of full order of carts.**

**City of Anna
RFP # 2020-01**

Appendix D: Forms

Form 1: Statement of Organization

1. PROPOSER

Full Name of Business: CARDS Recycling, Inc. and CARDS Dallas, Inc.

Principal Business Address: 2961 North Point Circle Suite #203
Fayetteville, AR 72704

Principal Phone Number: 877-592-2737(toll free) 204-620-1750

Local Business Address: 1020 Sargent Rd.
Dallas, TX 75216

Local Business Contact Person: Dan Roby

Local Business Phone: 204-620-1750

Local Business Fax: _____

Local Business E-Mail: info@cardsrecycling.com; dan.robby@cardsrecycling.com;

Type of Organization: Corporation

Tax ID #: _____

License #: _____

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

- (a) Dan Christensen
- (b) Jason Fitzgerald
- (c) _____

2. SUBCONTRACTOR

List of all firms participating in this submittal.

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

City of Anna
RFP # 2020-01

Form 2: Acknowledgement of Addendums

Proposal for Solid Waste Collection Disposal and Recycling Services, RFP #2020-01

Due: 3:00 PM, April 10, 2020

Estimated Award Date: May 12, 2020

Proof of capability to obtain performance bond due with sealed proposal

Performance & Payment Bonds: REQUIRED UPON AWARD (Section 1260).

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date
#1	May 8, 2020

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a false statement to obtain for itself or any other Proposer, an advantage over any other Proposer or over the City of Anna.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of four (4) months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.

Please check the appropriate box: ☒ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Unincorporated

☐ Include either ☐ Social Security or ☐ Federal Tax Identification Number: _____

Name of Firm: CARDS Recycling, Inc. and CARDS Dallas, Inc.	Phone: 877-592-2737
Address: 3020 Sargent Rd., Dallas, TX 75203	Fax
Type or Print Name and Title of Qualified Proposer: Jason Fitzgerald	Attest:
Signature of Qualified Proposer: Date:	Corporate Seal

City of Anna
RFP # 2020-01

Form 3: Declaration

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all requirements of this RFP, that he has read all appendices and has satisfied himself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based upon the Request for Proposal documents and appendices.

The Proposer agrees to the proposed Contract of the City of Anna Solid Waste Collection Disposal and Recycling Services as stated in RFP 2020-01.

Firm/Corporation

Address

Name

Signature

Title

Submittal Date

City of Anna
RFP # 2020-01

Form 4: Non-Collusion Affidavit

STATE OF _____ : COUNTY OF: _____

I state that I am _____ of _____
(Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: I _____ state that _____ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Anna of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Signature Sworn to and Subscribed before me

This _____ day of _____, 2020

Name

_____(Notary Public)

Company Position

My Commission Expires:

City of Anna
RFP # 2020-01

Form 5: Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Anna not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on August 1, 2007 now allows for two changes to the original statute:

The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and if the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, the City of Anna requires this Questionnaire be completed and turned in with your bid. If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

**City of Anna
RFP # 2020-01**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

City of Anna
RFP # 2020-01

Form 6: Compliance with Federal and State Laws

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Anna Public Works Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide the City of Anna Public Works Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in ten (10) business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Authorized Signature

City of Anna
RFP # 2020-01

FORM 7: FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code Section 44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a municipality must give advance notice to the City if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a municipality may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The City must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Litigation History: _____

Signature of Company Official: _____

City of Anna
RFP # 2020-01

Form 8: Insurance Requirement Affidavit

This Form to be completed by Appropriate Insurance Agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified bidder. If the below identified bidder is awarded this contract by the City, I will be able, within ten (10) days after the bidder is notified of such award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this bid document.

Signature of Agent _____

Print or Type Agent's Name _____

Name of Insurance Carrier

Address of Insurance Agency

City/State

Phone number where agent can be reached

Facsimile (Fax) number where agent can be reached

Bidder's Company or Corporation Name

SUBSCRIBED AND SWORN to before me by the above named on this the

_____ Day of _____, 2020.

Notary public in and for the State of _____

Note to Agent & Bidder:

Refer to "L. REQUIRED INSURANCE AND INDEMNITIES" for coverage amounts etc.
If the ten day time requirement is not met, the City reserves the right to declare this proposer non-responsible and award the contract to the next low bidder meeting specifications. If you have any questions concerning these requirements, please contact the Public Works at Public.Works@Anna.com.

City of Anna
RFP # 2020-01

Form 9: Reference

Proposer Name: _____

Experience Information:

Name: _____

Location:

Contact Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Experience Overview:

Dates of Service: _____

Residential Units: _____

Commercial Units:

Additional Experience/Project Description:



City of Anna
RFP # 2020-01

Form 10: Financial Proposal

All fees proposed in Forms 10.1 thru 10.7 are based on a five (5) year initial term for the contract. Form 10.8, will allow Proposers to identify the discount if the City elects a seven (7) year initial contract term. City billing fees will be determined by the City and added to the base for residential, commercial, and dumpster rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

Form 10.1: Solid Waste and Recycling Services for Residential Units

Description	Monthly Fee per Residential Unit (Proposer Cart Purchase) ¹	Monthly Fee per Residential Unit (City Cart Purchase) ²
Solid Waste Services		
Solid Waste Collection Services 1x per Week ³	\$9.09 per month	\$8.31 per month
Solid Waste Collection Services 2x per Week ³	\$17.41	\$16.62
Recycling Services		
Recycling Collection and Processing Services 1x per Week ⁴	\$3.14 Per month	\$2.49 per month

1. Proposer Cart Purchase - Includes all cart costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, warranty claims, subsequent distribution of carts, and other cart responsibilities.
2. City Cart Purchase – proposer only responsible for storage and distribution of carts.
3. Proposed fee includes once per week collection. Proposed fee excludes disposal and Franchise Fee.
4. Proposed fee includes once per week collection and processing. Proposed fee excludes Franchise Fee.

Form 10.2: Other Service for Residential Units

Description	Proposed Monthly Fee per Residential Unit ¹
Bulky Waste Service ^{2,3}	
Once per month	\$0.98 per month
Monthly with 1x per month On-call	\$1.55 per month
Household Hazardous Waste and Electronics Services ^{4,5}	
Household Hazardous Waste and Electronics Services (2x per Year)	\$1.47per
Household Hazardous Waste and Electronics Services (Maintained Drop Off Location)	\$2.58 month
	per month

1. Proposed fee excludes Franchise Fee.
2. The City will determine, prior to award the contract, whether the program will be (i) once per month or (ii) once per month with an additional one call-in per month. Bulky waste services will be limited to 4 cubic yards per collection.
3. Proposed fee excludes disposal.
4. The City will determine, prior to award the contract, whether the program will include household hazardous waste and electronics services, and the option to be implemented.
5. Proposed fee includes collection and processing.

City of Anna
RFP # 2020-01

**Form 10.3: Proposed Monthly Collection Fees for Solid Waste Services for Commercial Units
via Cart, Dumpster, and Vertical Compactor**

Type and Size	Weekly Collection Frequency ^{1, 2, 3}						
	1	2	3	4	5	6	7
Cart	\$18.50	\$37.00	\$55.50	\$74.00	\$92.50	N/A	
2 CY Dumpster	\$65.86	\$107.30	\$166.50	222.00	288.00	346.32	
3 CY Dumpster	80.66	129.50	173.90	259	340	408.50	
4 CY Dumpster	95.00	148.00	211.00	296.00	388.00	466.00	
6 CY Dumpster	122	222	333	444	555	667	
8 CY Dumpster	144	282	400	518	648	777	
2 CY Vertical Compactor	130	260	389	518	648	778	
4 CY Vertical Compactor	241	481	722	962	1203	1443	
6 CY Vertical Compactor	370	740	1110	1480	1850	2220	
8 CY Vertical Compactor	507	1014	1521	1998	2516	3020	

1. Proposed fee excludes Franchise Fee.
2. Excludes disposal.
3. Includes all cart, dumpster, and compactor costs excluding compactor rental costs negotiated between vendor and customer and any fees in Form J.11.

City of Anna
RFP # 2020-01

Form 10.4: Proposed Collection Fees for Extra Pick Ups for Solid Waste Services via Dumpster and Vertical Compactor

Type and Size	Fee ¹ (Per Pickup)
2 CY Dumpster	\$50
3 CY Dumpster	\$75
4 CY Dumpster	\$100
6 CY Dumpster	\$125
8 CY Dumpster	\$150
2 CY Vertical Compactor	\$125
4 CY Vertical Compactor	\$250
6 CY Vertical Compactor	\$375
8 CY Vertical Compactor	\$500

1. Proposed fee excludes disposal and Franchise Fee.

Form 10.5: Proposed Disposal Fees for Extra Pick Ups for Solid Waste Services via Dumpster and Vertical Compactor

Dumpster Type and Size	Fee ¹ (Per Pickup)
2 CY Dumpster	0
3 CY Dumpster	0
4 CY Dumpster	0
6 CY Dumpster	0
8 CY Dumpster	0
2 CY Vertical Compactor	0
4 CY Vertical Compactor	0
6 CY Vertical Compactor	0
8 CY Vertical Compactor	0

1. Proposed fee excludes Franchise Fee.

**City of Anna
RFP # 2020-01**

Form 10.6: Proposed Fees for Solid Waste Services via Roll-off

Roll-off Type and Size¹	Container Rental Fee² (Per Month)	Initial Delivery Fee² (One-time)	Collection Fee² (Per Pull)	Disposal Fee² (Per Ton)
20 CY Roll-off	\$120.00	\$75	\$250	\$42
30 CY Roll-off	\$150.00	\$75	\$300	\$42
40 CY Roll-off	\$180.00	\$75	\$350	\$42

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Contract.
2. Proposed fee excludes Franchise Fee.

Form 10.7: Proposed Other Fees for Dumpsters, Compactors, and Roll-offs

Description of Service	Fee¹
Lock	\$20 per month
Set of Casters	0 per month
Opening and Closing of Enclosures	No Charge
	per _____
	per _____
	per _____
	per _____

1. Proposed fee excludes Franchise Fee.

Form 10.8: Discount for 7 Year Initial Term for Contract

In Form J.1 thru J.11, fees were based on a five (5) year initial term for the contract. The City is considering an initial term of seven (7) years. To understand whether it is in the best interest of the City to have an initial term of seven (7) years, the City requests Proposers to identify the discount to be applied to all fees in Form 10.1 thru 10.11 if the City elects a seven (7) year initial term: 3.75 %.

Exhibit C: Current City Facilities Service Level Information

Exhibit C: Current City Facilities Service Level Information

City Facilities Carts – Regular & Recycling

SERVICE NAME	#	STREET	TYPE	RECYCLING QTY	POLY QTY	FRQ WEEKLY
ANNA EDC/CDC - INC CUBE BUILDING	312	S POWELL	PKWY	1	2	1
CITY OF ANNA – CITY HALL	111	N POWELL	PKWY	1	2	1
CITY OF ANA – POLICE/UTILITY BILLING	101	S POWELL	PKWY	2	4	1
CITY OF ANNA – PUBLIC WORKS	3223	N POWELL	PKWY	2	2	1
CITY OF ANNA-FIRESTATION # 1	305	S POWELL	PKWY	2	2	1

City Facilities Front Load Services

SERVICE NAME	#	STREET	TYPE	QTY	SVCE CODE	FRQ WEEKLY
CITY OF ANNA – SLAYTER CREEK PARK	425	W ROSAMOND	PKWY	1.00	08YD	1
CITY OF ANNA – BRYANT PARK	1116	CR 371	RD	0.00	00YD	FUTURE
CITY OF ANNA – GEER PARK	425	E SIXTH	ST	0.00	00YD	FUTURE
CITY OF ANNA – NATURAL SPRINGS PARK	1100	E FM 455	FM	1.00	08YD	1
CITY OF ANNA – SHERLEY HERITAGE PARK	109	E THIRD	ST	1.00	08YD	1
CITY OF ANNA – JOHNSON PARK	500	N SHERLEY	AVE	1.00	08YD	1

City Facilities Roll-Off Services

SERVICE NAME	STREET	QTY	SVCE CODE
PUBLIC WORKS	3223 N POWELL PKWY	1	30 YD
PARKS DEPT	1100 E FM 455	1	30 YD

Exhibit D: Carts



CUSTOMER ORDER CONFIRMATION

Quote: 65625800 Line: 2

Date: 6/9/2020



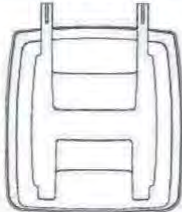
LEFT SIDE FROM REAR



RIGHT SIDE FROM REAR



FRONT CART VIEW



PO #: ANNA TX Customer: CENTRAL ARKANSAS RECYCLING

**Delivery Address: TBD

Model #: 79296 Quantity: 7500 Price: [REDACTED]

Item Description: 96 GAL UNIV/NEST EVR2

Body Color: 145 MIDNIGHT GRAY Lid Color: 490 ORANGE-GEN2

Serial Number Range: S0503406 - S0510905

Serial Number Color: Body - White

Body Hot Stamp Position: Body - Both Sides

Body Hot Stamp #: S7262

Body Hot Stamp Msg: CARDS

Color of Hot Stamp(s): Body - White

Lid HS Color: Lid Hot Stamp Position:

Lid Hot Stamp #: LHS Msg:

Lid/HS Insert #: Lid Graphic #:

Lid/HS Insert Msg: LG Msg:

Lid/HS Insert Color: Lid Graphic Position:



CUSTOMER ORDER CONFIRMATION

Quote: 65625800 Line: 1

Date: 6/9/2020



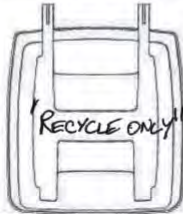
LEFT SIDE FROM REAR



RIGHT SIDE FROM REAR



FRONT CART VIEW



PO #: ANNA TX Customer: CENTRAL ARKANSAS RECYCLING

**Delivery Address: TBD

Model #: 79264 Quantity: 7500 Price: [REDACTED]

Item Description: 64 GAL UNIV/NEST EVR2

Body Color: 145 MIDNIGHT GRAY Lid Color: 145 MIDNIGHT GRAY-GEN2

Serial Number Range: S0495606 - S0503105

Serial Number Color: Body - White

Body Hot Stamp Position: Body - Both Sides

Body Hot Stamp #: S7524

Body Hot Stamp Msg: CARDS INC

Color of Hot Stamp(s): Body - White

Lid HS Color: WHITE Lid Hot Stamp Position: CENTER

Lid Hot Stamp #: LHS Msg: RECYCLE ONLY

Lid/HS Insert #: Lid Graphic #:

Lid/HS Insert Msg: LG Msg:

Lid/HS Insert Color: Lid Graphic Position:

Wheel Type: 10" SUNBURST-5/8" AXLE

Receiving Days S M T W TH F S ALL



Exhibit E: Solid Waste Collection Fees

Exhibit E: Solid Waste Collection Fees

All collection fees proposed in Table E.1 thru E.6 are based on the (7) year initial term for the contract, including the discount of 3.75% for a 7-year term instead of a 5-year term, as submitted in the proposal from CARDS Dallas, Incorporated. City billing fees, franchise fees, and disposal fees are not included in the rates listed below.

Disposal Fees: Disposal fees will be billed to the customer on a monthly basis based upon the disposal costs per ton levied by the Landfill/Disposal Facility/Materials Recovery Facility for the disposal of solid waste and the recovery of recycling materials set out by City of Anna customers. Disposal Fees are subject to changes made by the Landfill/Disposal Facility/Materials Recovery Facility without input from the City or the Contractor. Disposal fees are subject to change at any time. The City of Anna and the Contractor collectively agree to seek out the lowest cost disposal facility located at a reasonable distance to the City of Anna within the region which is properly licensed and permitted in accordance with State and Federal law. Due to the inability of the City or the Contractor to negotiate or control disposal fees, disposal fees are hereby designated as a direct pass-through cost from the disposal facility to the customer, and do not include a mark-up or additional charges by the Contractor or the City.

City Billing Fees: City Billing Fees will be billed by the City to the Customer on a monthly basis and are not included in the Solid Waste Collection Fees shown below. City Billing Fees will be based upon direct costs incurred by the City for the staff, equipment, and technology required to manage the solid waste contract.

Franchise Fees: Franchise Fees are fees paid by the Contractor to operate a franchise within the City of Anna. Currently there are no franchise fees for solid waste collection. For year 1 of the seven-year contract term, there will be no franchise fees. The City reserves the right to consider implementing franchise fees in the future. Any implementation of franchise fees will be done in accordance with the terms of this agreement and will be included in annual price changes mutually agreed upon by and between the City and the Contractor.

Table E.1: Solid Waste and Recycling Collection Services for Residential Units

Description	Proposed Monthly Fee/Residential Unit ^{1,2}
Solid Waste Collection Services	
Solid Waste Collection Services 1x per Week ³	\$8.75 per month
Recycling Collection Services	
Recycling Collection Services 1x per Week ⁴	\$3.02 per month

1. Includes 3.75% discount for 7-year initial contract term.
2. Includes all cart costs, other than purchase, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, subsequent distribution of carts, and other cart responsibilities.
3. Proposed fee includes once per week collection. Proposed fee excludes disposal and Franchise Fee.
4. Proposed fee includes once per week collection. Proposed fee excludes disposal/processing and Franchise Fee.

Exhibit E: Solid Waste Collection Fees

Table E.2: Other Service for Residential Units

Description	Proposed Fees ¹
Carts	
Additional Solid Waste Cart	\$7.00 per month
Additional Recycling Cart	\$7.00 per month
Bulky Waste Collection Service ²	
Once per month	\$0.94 per month
Household Hazardous Waste & Electronics ^{3, 4}	
Household Hazardous Waste and Electronics Collection Event (per occurrence)	\$52,920 per event

1. Proposed fee excludes Franchise Fee.

2. Proposed fee excludes disposal.

3. Fee billed to City and paid by City (not on monthly residential bills)

4. Proposed fee includes collection and processing/disposal for a single event.

Exhibit E: Solid Waste Collection Fees

Table E.3: Proposed Monthly Collection Fees for Solid Waste Services for Commercial Units via Cart, Dumpster, and Vertical Compactor

Type and Size	Weekly Collection Frequency ^{1, 2, 3, 4}					
	1	2	3	4	5	6
Cart	\$17.81	\$35.61	\$53.42	\$71.23	\$89.03	N/A
2 CY Dumpster	\$63.39	\$103.28	\$160.26	\$213.68	\$277.20	\$333.33
3 CY Dumpster	\$77.64	\$124.64	\$167.38	\$249.29	\$327.25	\$393.18
4 CY Dumpster	\$91.44	\$142.45	\$203.09	\$284.90	\$373.45	\$448.53
6 CY Dumpster	\$117.43	\$213.68	\$320.51	\$427.35	\$534.19	\$641.99
8 CY Dumpster	\$138.60	\$271.43	\$385.00	\$498.58	\$623.70	\$747.86
2 CY Vertical Compactor	\$125.13	\$250.25	\$374.41	\$498.58	\$623.70	\$748.83
4 CY Vertical Compactor	\$231.96	\$462.96	\$694.93	\$925.93	\$1,157.89	\$1,388.89
6 CY Vertical Compactor	\$356.13	\$712.25	\$1,068.38	\$1,424.50	\$1,780.63	\$2,136.75
8 CY Vertical Compactor	\$487.99	\$975.98	\$1,463.96	\$1,923.08	\$2,421.65	\$2,906.75

1. Proposed fee includes 3.75% discount for 7-year initial contract term.
2. Excludes Franchise Fee.
3. Excludes disposal.
4. Includes all cart, dumpster, and compactor costs excluding compactor rental costs negotiated between vendor and customer.

Exhibit E: Solid Waste Collection Fees

Table E.4: Proposed Collection Fees for Extra Pick Ups for Solid Waste Services via Dumpster and Vertical Compactor

Type and Size	Fee ^{1, 2} (Per Pickup)
2 CY Dumpster	\$48.13
3 CY Dumpster	\$72.19
4 CY Dumpster	\$96.25
6 CY Dumpster	\$120.31
8 CY Dumpster	\$144.38
2 CY Vertical Compactor	\$120.31
4 CY Vertical Compactor	\$240.63
6 CY Vertical Compactor	\$360.94
8 CY Vertical Compactor	\$481.25

1. Proposed Fee includes 3.75% discount for 7-year initial contract term.
2. Proposed fee excludes disposal and Franchise Fee.

Exhibit E: Solid Waste Collection Fees

Table E.5: Proposed Fees for Solid Waste Services via Roll-off

Roll-off Type and Size¹	Container Rental Fee² (Per Month)	Initial Delivery Fee² (One-time)	Collection Fee² (Per Pull)	Disposal Fee² (Per Ton)
20 CY Roll-off	\$120.00	\$75	\$250	\$42
30 CY Roll-off	\$150.00	\$75	\$300	\$42
40 CY Roll-off	\$180.00	\$75	\$350	\$42

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Contract.
2. Proposed fee excludes Franchise Fee.

Table E.6: Proposed Other Fees for Dumpsters, Compactors, and Roll-offs

Description of Service	Fee¹
Lock	\$20 per month
Set of Casters	\$0 per month
Opening and Closing of Enclosures	No Charge

1. Proposed fee excludes Franchise Fee.

Exhibit F: Contractor's Proposal



CARDS RECYCLING PROPOSAL FOR SERVICES

City of ANNA

City of Anna:

CARDS Recycling is pleased to submit this proposal for services to support the City of Anna waste collection and recycling programs. We've put together pricing for the City of Anna and are committed to improving the customer experience through convenience, cleanliness, and timely service.

We have developed solutions to help the City of Anna manage its waste and recycle volumes responsibly and affordably. We feel our pricing is competitive and will allow the residents of the City of Anna to save money on the same services they are currently offered, as well as some new services that were not previously available.

There are several companies who offer the same line of services, but it is how those services are delivered that set CARDS Recycling apart from its competitors. We currently provide services to (9) municipalities in Arkansas. It has become clear that we are the people's preferred service provider. If CARDS Recycling is awarded the contract, the residents of City of Anna can count on reliable, consistent, courteous service.

We look forward to working with the City of Anna and supporting your efforts to improve the service offerings to residents. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective solution.

If you have questions on this proposal, feel free to contact Jason Fitzgerald at your convenience by email at jason@cardsrecycling.com or by phone at 501-607-4898. Thank you for your consideration.

Jason Fitzgerald
Vice President of Business Development

A handwritten signature in blue ink that reads "Jason Fitzgerald". The signature is fluid and cursive, with the first and last names being more prominent.



Request for Proposals

Solid Waste and Recycling Services
RFP # 2020-01

Proposal Deadline:
May 15, 2020 @ 3:00 PM, CST

Deliver or Mail to:
City of Anna
City Secretary's Office
111 N. Powell Parkway
Anna, Texas 75409

Addendum #1 – Solid Waste Request for Proposals

Date: May 8, 2020
To: Prospective Bidders
From: Greg Peters, P.E., Director of Public Works
Re: Solid Waste Request for Proposals

The following sections of the Request for Proposal document have been revised in response to questions received:

1. Page 10, Section 501.03. Residential Services
2. Page 11, Section 501.08. Set-out Limits
3. Page 14, Section 501.19. Carts
4. Page 19, Section 606. Performance Bond
5. Page 22, Section 800.03.02. Minimum Experience
6. Appendix C, Cart Specifications
7. Page 41, Form 10.1 and 10.2

This Addendum 1 is hereby made a part of the Proposal Document. Attached is the revised Request for Proposal Document for your use with the revised sections highlighted. Please include a signed copy of this addendum in your submittal, which is due by May 15, 2020 by 3:00pm, CST.

Prepared By: _____

Date: _____

Acknowledged: _____

Date: _____



Office of the Secretary of State

CERTIFICATE OF FILING OF

CARDS DALLAS INC
802810483

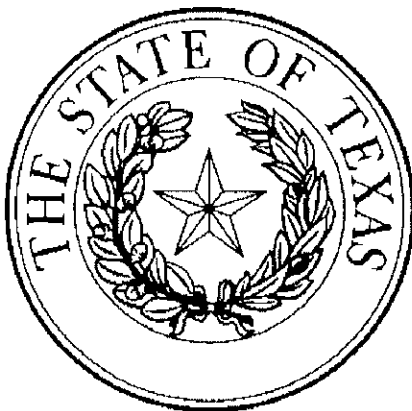
[formerly: DR Disposal and Recycling, Inc.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 02/18/2020

Effective: 02/18/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Relaxers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document any tax is not collected on a sale.
TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

You must obtain a new permit if there is a change of ownership, location, or business location name.

DR DISPOSAL AND RECYCLING, INC.

DR DISPOSAL AND RECYCLING, INC.

9900 SPECTRUM DR

AUSTIN

TX 78717-4555

WILLIAMSON COUNTY

NAICS: 562111 Solid Waste Collection

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY AUSTIN

EFF: 01/04/2017

TRANSIT, AUSTIN MTA

EFF: 01/04/2017

Type of permit

SALES AND USE TAX

Taxpayer number

3-20647-9542-3

Location number

00001

First business date of location

01/04/2017

Glenn Hegar
Comptroller of Public Accounts

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business. For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document. If you have any questions regarding sales tax, visit our website at www.comptroller.texas.gov or call us at 1-800-252-6555.

Detach here and prominently display your permit only. Retain the portion below for your records.

Is the Information Printed on this Permit Correct?

The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below. Enter the correct information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts
111 E. 17th Street
Austin, TX 78774-0100

More helpful information about your permit is on the back of this document.

Texas Sales and Use Tax Permit Corrections Form

Taxpayer name shown on the permit DR DISPOSAL AND RECYCLING, INC.		If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.	
Taxpayer number shown on the permit 3-2064795423	Location number shown on the permit 00001		
Correct business location name .			
Correct business location (no P.O. Box or directions accepted) .			
City .	State .	ZIP code .	County .
Correct taxpayer name .		Original phone (Area code and number) .	
Correct mailing address .			
City .	State .	ZIP code .	Federal Employer Identification Number .
If you are no longer in business, enter the date of your last business transaction. .			
sign here Taxpayer or authorized agent		Date	



000000069

**City of Anna
RFP # 2020-01**

Appendix D: Forms

Form 1: Statement of Organization

1. PROPOSER

Full Name of Business: CARDS Recycling, Inc. and CARDS Dallas, Inc.

Principal Business Address: 2961 North Point Circle Suite #203
Fayetteville, AR 72704

Principal Phone Number: 877-592-2737(toll free) 204-620-1750

Local Business Address: 3020 Sargent Rd.
Dallas, TX 75216

Local Business Contact Person: Dan Roby

Local Business Phone: 204-620-1750

Local Business Fax: _____

Local Business E-Mail: info@cardsrecycling.com; dan.robby@cardsrecycling.com;

Type of Organization: Corporation

Tax ID #: 82-2819250

License #: 32064795423

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

- (a) Dan Christensen
- (b) Jason Fitzgerald
- (c) _____

2. SUBCONTRACTOR

List of all firms participating in this submittal.

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

**City of Anna
RFP # 2020-01**

Form 2: Acknowledgement of Addendums

Proposal for Solid Waste Collection Disposal and Recycling Services, RFP #2020-01
 Due: 3:00 PM, April 10, 2020 Estimated Award Date: May 12, 2020
 Proof of capability to obtain performance bond due with sealed proposal
 Performance & Payment Bonds: REQUIRED UPON AWARD (Section 1260).

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date
#1	May 8, 2020

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.

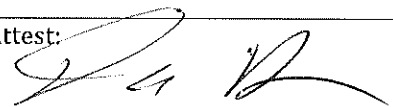
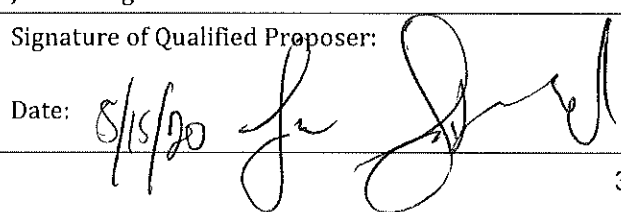
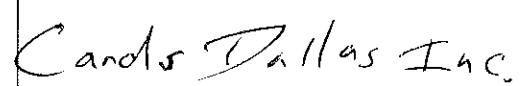
This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation.

This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a false set to obtain for itself or any other Proposer, an advantage over any other Proposer or over the City of Anna.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of four (4) months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.

Please check the appropriate box: ☒ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Unincorporated

☒ Include either ☐ Social Security or ☐ Federal Tax Identification Number: 82-2819250

Name of Firm: CARDS Recycling, Inc. and CARDS Dallas, Inc.	Phone: 877-592-2737
Address: 3020 Sargent Rd., Dallas, TX 75203	Fax
Type or Print Name and Title of Qualified Proposer: Jason Fitzgerald	Attest: 
Signature of Qualified Proposer: 	Corporate Seal 
Date: 5/15/20	

**City of Anna
RFP # 2020-01**

Form 3: Declaration

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all requirements of this RFP, that he has read all appendices and has satisfied himself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based upon the Request for Proposal documents and appendices.

The Proposer agrees to the proposed Contract of the City of Anna Solid Waste Collection Disposal and Recycling Services as stated in RFP 2020-01.

Firm/Corporation *CARDS RECYCLING*

Address *P.O. Box 775
TONTITOWN, AR 72770*

Name *Jason Fitzgerald*

Signature *[Handwritten Signature]*

Title *VP of Business Dev. & Sales*

Submittal Date *5/15/20*

City of Anna
RFP # 2020-01

Form 4: Non-Collusion Affidavit

STATE OF Texas

: COUNTY OF: Collin

I state that I am Jason Fitzgerald of CARDS RECYCLING
(Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. CARDS RECYCLING (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: I state that CARDS RECYCLING (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Anna of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

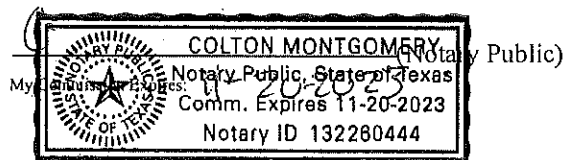
Colton Montgomery
Signature

Sworn to and Subscribed before me

Colton Montgomery
Name

This 15th day of May, 2020

Associate
Company Position



City of Anna
RFP # 2020-01

Form 5: Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Anna not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on August 1, 2007 now allows for two changes to the original statute:

The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and if the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, the City of Anna requires this Questionnaire be completed and turned in with your bid. If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

City of Anna
RFP # 2020-01

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

**City of Anna
RFP # 2020-01**

Form 6: Compliance with Federal and State Laws

CERTIFICATION OF ELIGIBILITY

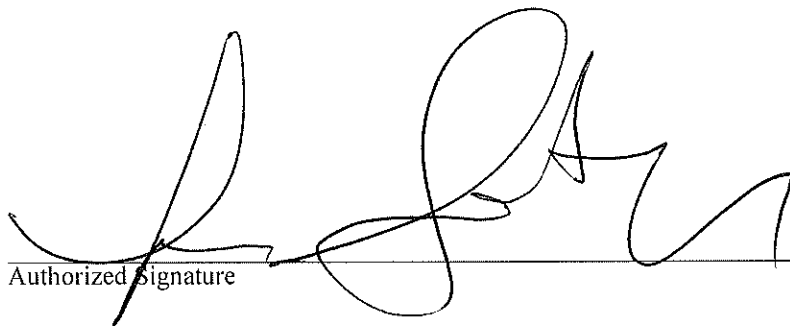
By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Anna Public Works Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide the City of Anna Public Works Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in ten (10) business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a series of loops and a final vertical stroke, written over a horizontal line.

Authorized Signature

City of Anna
RFP # 2020-01

FORM 7: FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code Section 44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a municipality must give advance notice to the City if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a municipality may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The City must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: CARDS RECYCLING

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Jason Johnson

My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: [Signature]

My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Litigation History: _____

Signature of Company Official: [Signature]



CARDS RECYCLING PROPOSED EQUIPMENT LIST

City of ANNA

City of Anna:

CARDS Recycling is pleased to submit this proposal for services to support the City of Anna waste collection and recycling programs. We've put together pricing for the City of Anna and are committed to improving the customer experience through convenience, cleanliness, and timely service. Much of the success of the program depends upon the equipment a contractor selects. Below please find the minimum equipment used to perform the services:

Carts:

96-gallon poly carts with a minimum of a 10 year warranty will be utilized for waste. In addition to the 6,000 carts needed to begin the contract, we intend to have another 300 in inventory at any given time to accommodate new requests for containers. 64-gallon poly carts will be utilized for recycling and they will have the same warranty and inventory levels.

Dumpsters:

CARDS will keep on hand an adequate number of containers to meet customer demands. This will prevent wait times for service and keep customer issues to a minimum. In addition, we will offer lock bars, compactors, and other items the customer will need to manage their waste stream.

Trucks:

CARDS will maintain the nicest fleet of late model vehicles in the industry. For this contract we have the following quoted and will execute purchase agreements if awarded the contract.

(3) 2020 or 2021 Mack LR trucks with Front Load bodies mounted and automated Curratto Can Attachments.

(1) 2020 or 2021 Mack LR truck with an automated side load body.

(1) Spare truck will be maintained in the event of a repair on the front-line units.

(1) 2021 Ford F-250 to be used for container delivery.

(1) Container delivery trailer.

If you have questions on our proposed equipment, feel free to contact Jason Fitzgerald at your convenience by email at jason@cardsrecycling.com or by phone at 501-607-4898. Thank you for your consideration.

Jason Fitzgerald
Vice President of Business Development

A handwritten signature in blue ink, appearing to read "Ja Fitzgerald", is written over the typed name and title.

Form 8: Insurance Requirement Affidavit

This Form to be completed by Appropriate Insurance Agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified bidder. If the below identified bidder is awarded this contract by the City, I will be able, within ten (10) days after the bidder is notified of such award, to furnish a valid insurance certificate to the City meeting all the requirements contained in this bid document.

Signature of Agent Megan E Walsh

Print or Type Agent's Name Megan E. Walsh/HUB International Midwest Ltd.

Starr Indemnity & Liability Insurance Company

Name of Insurance Carrier

1411 Opus Place, Suite 450

Address of Insurance Agency

Downers Grove, IL 60515

City/State

630-468-5621

Phone number where agent can be reached

877-894-5103

Facsimile (Fax) number where agent can be reached

CARDS Holdings, Inc.

Bidder's Company or Corporation Name

SUBSCRIBED AND SWORN to before me by the above named on this the

15th Day of May, 2020.

Sinem Nava

Notary public in and for the State of ILLINOIS



Note to Agent & Bidder:

Refer to "L. REQUIRED INSURANCE AND INDEMNITIES" for coverage amounts etc.
If the ten day time requirement is not met, the City reserves the right to declare this proposer non-responsible and award the contract to the next low bidder meeting specifications. If you have any questions concerning these requirements, please contact the Public Works at Public Works@Anna.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction	
	PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No):	
	E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Starr Surplus Lines Insurance Company	13604
	INSURER B: Starr Indemnity and Liability	38318
	INSURER C: Navigators Insurance Company	42307
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 557517016 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR educt: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		1000067390191	5/18/2019	5/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ Included PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		1000636717191	5/18/2019	5/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			1000337624191	5/18/2019	5/18/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A C	Contractor's Pollution Liability Site Pollution Liability Cargo			1000067390191 1000067390191 NY19ILMZ028VW8-01	5/18/2019 5/18/2019 5/22/2019	5/18/2020 5/18/2020 5/22/2020	Limit: 1,000,000 Limit: 1,000,000 Limit: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Anna is included as additional insureds under General Liability and Automobile Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

City of Anna 111 N. Powell Parkway Anna TX 75409	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CARDS RECYCLING FINANCIAL STABILITY

City of ANNA

City of Anna:

CARDS Recycling is pleased to submit this proposal for services to support the City of Anna waste collection and recycling programs. We've put together pricing for the City of Anna and are committed to improving the customer experience through convenience, cleanliness, and timely service.

CARDS is a privately held company with significant capital available. Our growth has been funded by the owner and his financial stature is sound. Performance to date has been stellar and we continue to outpace our competitors in several key areas including EBITDA.

Should the City of Anna wish to review our financials, we will produce them during the interview and award phase of the contract. However, making them part of our bid submission would also make them part of public record. This would jeopardize our competitive advantage and we wish to protect that wherever possible. Please accept this letter as proof of our willingness to meet the requirements in the next phase of the bid process.

If you have questions on our financial stability, feel free to contact Jason Fitzgerald at your convenience by email at jason@cardsrecycling.com or by phone at 501-607-4898. Thank you for your consideration.

Jason Fitzgerald
Vice President of Business Development

A handwritten signature in blue ink, appearing to read "J. Fitzgerald", is written over the printed name and title.



Berkley Surety Group, LLC

May 14, 2020

City of Anna
City Secretary's Office
111 N. Powell Parkway
Anna, Texas 75409

Re: CARDS Holdings, Inc. and CARDS Dallas, Inc. Bonding Reference Letter

Dear Sir or Madam:

We have been asked by CARDS Holdings, Inc. and CARDS Dallas, Inc. to provide a reference letter to you.

We acknowledge and confirm that Berkley Surety Group, through its affiliate Berkley Regional Insurance Company, provides surety credit to CARDS Holdings, Inc. and CARDS Dallas, Inc. Berkley Regional Insurance Company has an A.M. Best rating of "A+" (Superior) and a financial size of XV.

It is our understanding that CARDS Holdings, Inc. and CARDS Dallas, Inc. has or is prepared to make a proposal for The City of Anna, TX Solid Waste and Recycling Services RFP # 2020-01. Berkley Surety Group, as surety have provided surety credit to CARDS Holdings, Inc. and CARDS Dallas, Inc. for an aggregate capacity of \$3 million. It is our present intention to provide Performance and Payment bonds for this project subject to CARDS Holdings, Inc. and CARDS Dallas, Inc. continuing to satisfy underwriting conditions at the time of the bond request, in addition to satisfactory review of all contract documents and proposed bond forms.

We are confident with management's ability to perform and manage their work and recommend CARDS Holdings, Inc. and CARDS Dallas, Inc. for your consideration.

Please understand the issuance of surety credit is a matter between the principal and surety and conditioned upon the principal continuing to satisfy underwriting conditions at the time of a bond request. We assume no responsibility or liability to you or any other third party should we decline to issue said bonds.

Respectfully,

Martin Moss
Attorney-In-Fact



CARDS Holdings Inc.

1. **City of Elkins, AR**
Bruce Ledford- Mayor
479-790-1077
1326 Homes – 3-year contract (full residential, commercial, and industrial franchise)
2. **City of Greenwood, AR**
Doug Kinslow- Mayor
479-806-8622
3,300 Homes- 3-year Contract
3. **City of Huntington, AR**
Gary Lawrence- Mayor
479-414-1732
250 Homes
4. **City of Ozark, AR**
Roxie Hall- Mayor
479-209-1299
5-year contract/ franchise city with Transfer Station managed by CARDS, LLC
1,500 Residential Customers and over 200 commercial Customers
5. **City of Garfield, AR**
Gary Blackburn- Mayor
479-330-0009
235 Homes – 5-year contract (full residential, commercial, and industrial franchise)



6. **City of Sulphur Springs, AR**
Shane Weber- Mayor
479-298-3218
300 Homes – 5-year contract
7. **City of Bonanza, AR**
Elmer Nelson Mayor
479- 638-8649
220 Homes-3-year contract
8. **City of Mulberry, AR**
Gary Baxter- Mayor
479-997-1321
750 Homes – 5 Year Contract
9. **Waterford POA, Goshen, AR**
Birch Wright- POA Board Member
479-313-9700
205-Homes – 5-year Contract
10. **City of Pea Ridge, AR**
Nathan See – Street Superintendent
479-903-1520
City wide Clean up (Fall, Spring)



***** City of Elkins *****

Mayor- Bruce Ledford
bruceledford@elkins.arkansas.gov

Finance Director: Gayla Stahman
gaylastahman@elkins.arkansas.gov
www.elkins.arkansas.gov

1874 Stokenbury Rd
Elkins AR 72727
479-643-3400 Phone
479-643-3368 Fax

To Whom it may concern:

In January 2020 CARDS assumed the contract for all solid waste in the City of Elkins Arkansas. This includes both commercial and residential. CARDS assumed the transition from the previous company of picking up old containers and distributing new ones. They completed this transition with little disruption of service and made it a win for both the city and our patrons. The drivers are very professional and courteous working well with our community. They have a schedule that is predictable, and customers can count on their carts being picked up and emptied at the approximate time each week. CARDS management has worked well with the Cities billing department and any discrepancies have been handled immediately. Jason Fitzgerald has been great to work with and keeps me updated on any potential problems that could occur giving us a chance to handle before it could happen. I sincerely believe that CARDS has been A great choice for the city of Elkins, Arkansas.

Bruce Ledford

Mayor City of Elkins

City of Garfield, AR

May 11, 2020

To Whom It May Concern,

In December 2019, CARDS NWA LLC was the successful bidder for the City of Garfield Arkansas waste management contract. Prior to submission of their proposal, CARDS representatives attended City sponsored public forums, as well as two city council meetings. At these meetings, they explained their services, and answered questions from those in attendance. CARDS attention to detail, and their sincere desire to understand our expectations, surpassed the fact that their proposal was the best value.

The transition from our previous provider, to CARDS collection, was seamless. CARDS employees delivered new containers on a holiday, thus ensuring collection schedules were uninterrupted.

The few complaints from our residential customers are typically the result of a container being placed curbside after the scheduled route time. Our water department personnel have a direct phone number to a CARDS supervisor, and he has never failed to respond to our calls.

CARDS residential containers / receptacles are all new, or very well maintained. The business and commercial bulk containers are also clean and professional looking. Their employees are polite, always in uniform, and operate the fleet in a safe and courteous manner.

I have no reservations recommending CARDS, and invite interested city staff, residents, or commercial customers to call me with questions.

Sincerely,

Gary Blackburn, Mayor

479-330-0009



CITY of GREENWOOD

Feels like home.

DOUG KINSLOW
Mayor

SHARLA DERRY
City Clerk / Treasurer

To Whom It May Concern:

The City of Greenwood has been very pleased with the service provided by Central Arkansas Recycling & Disposal. They are very responsive to any and all requests made by the city. The company has shown professionalism and attentiveness to our residents. Please feel free to contact my office with any other questions or concerns.

Sincerely,

Doug Kinslow

Mayor



City of Sulphur Springs

To Whom it May Concern

The City of Sulphur Springs, Arkansas has had a sanitation contract with The Trash Mann for over a year and are happy to say that the service the city has received has been nothing less than excellent. They have been very accommodating to any and all requests for sanitation services throughout our contract. While it is human nature to make mistakes, The Trash Mann has been diligent with correcting issues that may have arose unexpectedly. The Trash Mann responds quickly to notifications about additional services requested and keeps communication lines open and available.

The City of Sulphur Springs, Arkansas highly recommends The Trash Mann for commercial and residential contracts. You may contact the City Clerk, Codi Bates, at (479)212-2154 or at cityofsulphursprings@outlook.com for more information on the services that have been provided to the City of Sulphur Springs, Arkansas by The Trash Mann.

Codi D. Bates

City Clerk



P.O. Box 10 • Pea Ridge, Arkansas 72751 • (479) 451-1122

MAYOR
Jackie Crabtree

RECORDER
Sandy Button

Date: 10/17/2018

RE: Letter of Recommendation

To whom it may concern;

This is a letter of recommendation for The Trash Mann Waste Collection Service. We have used The Trash Mann for our annual fall clean up. They were great on getting us what we needed when we needed it. This company has a very good customer service base and has always delivered when we needed them.

Best Regards,

Nathan See
City of Pea Ridge Street Superintendent



CARDS RECYCLING

SOLID WASTE AND RECYCLING PROGRAM

Anna, TX

OVERVIEW

CARDS Recycling through its subsidiary CARDS Dallas Inc, is pleased to submit this proposal for services to support the City of Anna in achieving its goals for improving service offerings to residents by offering a base price plus prices for optional services like **Curbside Recycling, Household Hazardous Waste, Electronic Services and Bulky Waste collection**. Our proposal will include wheeled carts for both trash and recycling, and free services to municipal facilities. We have put together pricing for the City of Anna and are committed to improving the customer experience through convenience, cleanliness, and timely service.

Making the switch

Change is often the most difficult obstacle to overcome, but we intend to make the transition seamless. Below you'll find the answer to many questions you may have as to how the service will be delivered. We'll address the following in great detail: services offered, detail of what's offered in each waste stream, collection methods, timeline for execution, who we are, why we're the best choice to provide the City of Anna service, and what we're doing to reduce our impact on the environment.

Services Offered:

- Recycling
- MSW (municipal solid waste)
- Christmas Trees
- Bulk Items
- Electronics Recycling
- Household Hazardous Waste

Recycling

Recycling shall mean at a minimum newsprint (ONP); aluminum cans, steel cans, glass bottles and jars (flint, amber and green); all P.E.T. (Polyethylene terephthalate) plastic containers; all H.D.P.E. (High density polyethylene) plastic containers (oil containers excluded); all L.D.P.E. (Low density polyethylene) plastic container; P.V.C. or vinyl (polyvinyl chloride); P.P. (Polypropylene) ice cream tubs, margarine tubs; Other (mixed resins) plastic packaging, rigid six pack rings, etc.; all chipboard (box board); all corrugated cardboard cut into pieces no larger than 3' x 3' (OCC and kraft paper); coated paper (magazines and catalogs); mixed paper (white ledger, color ledger, computer paper, phone books and junk mail); gable-top cartons (coated milk and juice container); multi-layered juices boxes.

Throughout the terms of this contract, CARDS Recycling shall own, co-own, control, or have access to a suitable storage/processing facility for the purpose of sorting and preparing the collected recyclable materials to be marketed and sold, or CARDS Recycling shall transport each recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing recyclables, or to a market itself. The name and location of the facility(s)



of the Contractor, or its processor(s) or broker(s), or market(s), shall be furnished to the City of Anna upon award of the contract.

MSW

MSW shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen scraps, including, but not limited to, food, food residues (unless otherwise diverted through a food scrap composting program), and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "Garbage"; and all combustible and non-combustible waste materials resulting from the usual routing of domestic housekeeping, including, but not limited to, non-recyclable plastics; solid (dried) latex paint; cold ashes; "Large Household Items" (such as furniture, furnishing, fixtures, white goods like washing machines, dish washers, dryers, and refrigerators, and other small household appliances, excluding the 17 banned electronic items listed under "Electronics" above); and textiles. Refuse does not include any household hazardous waste (HHW), liquid latex paint, or items banned from landfills.

Electronics

Electronics that are banned from the landfill will be collected as a part of this agreement. Electronics that are banned from the landfill include the following 17 items: Televisions, Monitors, Printers, Computers (Desktop, Laptop, Notebook, & Tablet), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Video Disc Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, and Digital Video Disc Recorders.

All other electronic equipment or electric items not on the above list, such as small household appliances, are not banned from the landfill and can be considered material acceptable for the hauler to remove, as defined in "Bulk Items" below.

Christmas Trees

Christmas trees shall also be handled and disposed of as waste. This service is available to residents at no additional cost. Christmas tree collection will run from January 1st until January 15th on the regularly scheduled service day.

Bulk Items

Bulky Items (large household items) shall mean such items as furniture, furnishing, fixtures, excluding the 17 banned electronic items listed under "Electronics" above. Each residence will be allowed 4 cubic yards of bulk items per month at rates set forth on **Form 10.2**.

Collection Methods

For the duration of this contract, customers can expect outstanding friendly service from the professional employees of CARDS Recycling. We intend to provide that service in a automated fashion. Great service is paramount to the success of the program and the residents of the City of Anna can count on us to "do what we say, when we say we're going to do it".



Automated service means that whenever possible, the driver will be equipped with tools to aid in the collection process. These tools include: right hand drive vehicles, low entry cabs, automated collection mechanisms, and other mechanisms that reduce the risk for injury and increase efficiency.

All customers will receive recycle and solid waste collection every week of the year. Christmas tree collection will be performed on the customer's normal service day for the first two weeks in January, allowing each residence several opportunities to dispose of their trees. All customers within each geographic sector (or route day) will receive recycle, MSW, and bulky waste service on the same day as to prevent the customer from having to set out their waste streams more than one time per week.

Our current fleet of late model vehicles is capable of collecting the waste from the City of Anna. The vehicles we have slated for this contract are state of the art collection vehicles equipped with all the safety functions available in the industry today. These vehicles include features that increase driver awareness and promote public safety.

Customers can expect to see a different truck for each type of service that they receive. This allows us to deliver clean loads of each type of material to processing centers.

Containers

Both trash and recycle containers will be delivered initially with a packet of information relative to the service. This information will increase the awareness and should make the transition as smooth as possible.

Each container will be labelled with the appropriate waste stream on the lid to prevent confusion on behalf of the customer. Containers for all waste streams will have a separate color lid that will also help distinguish one waste stream from the others.

If at any time a customer is dissatisfied with the container they have been provided for whatever reason, they may request an exchange. If the dissatisfaction is in any way due to damage resulting from collection the driver will report the container as needing replaced so that the burden does not lie on the customer to contact the office.

Reporting

CARDS Recycling agrees to maintain adequate records relating to the performance of its duties under this contract. Our trained staff of customer service representatives will field each call that comes in and document any complaint or missed service with a descriptive resolution. Any missed service call that is submitted before 4:00pm and cannot be disproved CARDS Recycling will send for retrieval by End of Day. Any miss call that is received after 4:00pm will be picked up within 24-hours. We will provide both a toll free (877-592-2737) and a local number for contacting our Team.



Disaster Plan

In the event of a disaster resulting in significant volumes of debris, CARDS Recycling will utilize their assets from other divisions to accommodate the City of Anna.

Timeline for Execution

Key project dates are outlined below. Dates are best guess estimates and are subject to change until a contract is executed.

Description	Start Date	End Date	Duration
Order Carts	45 days prior		1 day
Create literature for customers	15 days prior	10 days prior	5 days
Obtain approval for print of literature	10 days prior	10 days prior	1 day
Print and make available all pertinent customer information	9 days prior		1 day
Distribute carts w/service day information and approved flyers	5 days prior	1 day prior	4 days
Begin Service	TBD	TBD	TBD
Attend a Q&A session at village hall and answer questions from the public	TBD	TBD	TBD
Review concerns with town board	Ongoing	Ongoing	Ongoing



About Us

CARDS Recycling was founded with the customer in mind. Our mission is based on simple principles. Those principles start with the customer, and customer satisfaction is of the utmost importance. CARDS Recycling offers customers quality products and services with a personable hometown touch that's always just a call away. There aren't automated call centers, outlandish and unexplainable spikes in cost, or any trickery behind our strategy. We offer service that is unmatched at a fair and straight-forward price that's affordable.

CARDS Recycling currently performs over 75,000 residential pick-ups per month and over 5,000 commercial pick-ups per month. We offer a full line of services including recycling, appliance, bulk item, and trash collection to our current customers. CARDS Recycling also offers roll off containers for construction and clean outs ranging from 10 yard to 40yard sized containers.

Our customers are our best sales force. Our customer base expands daily because of the services we offer and the way we perform them. This is a competitive industry, and to have the success we've had you've got to do what you say when you say you're going to do it. It's that simple.

Qualifications

CARDS Recycling has continually proven to be an industry leader for consistent high-quality service. The basis for which started 16 years ago when the founder, Dan Christensen, began working in the industry. Dan provides oversight of the company and acquired the experience it takes to do so while working at several levels of two of the largest waste companies in the world.

Dan has held positions such as operator, laborer, container maintenance, container delivery, driver, operations supervisor, operations manager, business unit operations manager, division manager, general manager, and region manager. During his time in the industry he has been responsible for managing over 200 municipal contracts just like the City of Anna. Those contracts ranged in size from a few hundred homes up to 30,000 homes serviced each week. Dan has operated some of the premier sites in the country including landfills, transfer stations, and hauling companies spanning the entire mid-west and mid-south and has a great reputation for service excellence. Dan has won "business unit of the year" twice, "World class landfill operator" twice, and is noted as one of the premier hauling company operators in the country for his achievements and scores in service commitments, customer service, and employee engagement. Some of the municipalities in Arkansas he has managed include; Bentonville, Bella Vista, Gentry, Sulphur Springs, Highfill, Ozark, Greenwood, Huntington, Bonanza, and Mulberry.

Our Vice President of Business Development, Jason Fitzgerald also has over 16 years of experience in the waste and recycling industry. He has held positions such as operator, thrower, container delivery, driver, dispatcher, customer service manager, route supervisor, operations manager, transfer station manager, sales, sales manager, and municipal accounts manager, he also holds a Master class 3C Solid Waste Management Facility Operator license. Jason has



hauled, sold, or managed multiple municipal accounts in Arkansas and Missouri. Some of the municipalities he has managed include; Avoca, Bethel Heights, Cave Springs, Gravette, Decatur, Elkins, Highfill, Lowell, Garfield, Elm Springs, Johnson, Springtown, Little Flock, Ozark, Greenwood, Huntington, Bonanza, Tontitown, and Mulberry.

The staff at CARDS Recycling and its subsidiaries are well trained and well prepared to meet the ever-changing needs of our customers. The staff share the same passion for the industry that their managers have and they take a lot of pride in what they do, and they make it a point to set themselves apart from their competition through service.

CARDS Holdings Inc. is well positioned for growth and we are ready to meet the challenges that the City of Anna offers in this contract.

Conclusion

We look forward to working with the City of Anna and supporting your efforts to improve the waste and recycling program. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective solution.

If you have questions on this proposal, feel free to contact Jason Fitzgerald at your convenience by email at jason@cardsrecycling.com or by phone at 501-607-4898. Thank you for your consideration.

Jason Fitzgerald
Vice President of Business Development

A handwritten signature in black ink, appearing to read "Jason Fitzgerald". The signature is fluid and cursive, with a large loop at the end.

City of Anna
RFP # 2020-01

Form 10: Financial Proposal

All fees proposed in Forms 10.1 thru 10.7 are based on a five (5) year initial term for the contract. Form 10.8, will allow Proposers to identify the discount if the City elects a seven (7) year initial contract term. City billing fees will be determined by the City and added to the base for residential, commercial, and dumpster rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

Form 10.1: Solid Waste and Recycling Services for Residential Units

Description	Monthly Fee per Residential Unit (Proposer Cart Purchase) ¹	Monthly Fee per Residential Unit (City Cart Purchase) ²
Solid Waste Services		
Solid Waste Collection Services 1x per Week ³	\$ 9.09 per month	\$ 8.31 per month
Solid Waste Collection Services 2x per Week ³	\$ 17.40 per month	\$ 16.62 per month
Recycling Services		
Recycling Collection and Processing Services 1x per Week ⁴	\$ 3.14 per month	\$ 2.49 per month

1. Proposer Cart Purchase - Includes all cart costs, such as, but not limited to, assembly, initial distribution, storage, repairs, replacements, warranty claims, subsequent distribution of carts, and other cart responsibilities.
2. City Cart Purchase – proposer only responsible for storage and distribution of carts.
3. Proposed fee includes once per week collection. Proposed fee excludes disposal and Franchise Fee.
4. Proposed fee includes once per week collection and processing. Proposed fee excludes Franchise Fee.

Form 10.2: Other Service for Residential Units

Description	Proposed Monthly Fee per Residential Unit ¹
Bulky Waste Service ^{2,3}	
Once per month	\$0.48 per month
Monthly with 1x per month On-call	\$ 1.55 per month
Household Hazardous Waste and Electronics Services ^{4,5}	
Household Hazardous Waste and Electronics Services (2x per Year)	\$ 1.47 per month
Household Hazardous Waste and Electronics Services (Maintained Drop Off Location)	\$ 2.58 per month

1. Proposed fee excludes Franchise Fee.
2. The City will determine, prior to award the contract, whether the program will be (i) once per month or (ii) once per month with an additional one call-in per month. Bulky waste services will be limited to 4 cubic yards per collection.
3. Proposed fee excludes disposal.
4. The City will determine, prior to award the contract, whether the program will include household hazardous waste and electronics services, and the option to be implemented.
5. Proposed fee includes collection and processing.

City of Anna
RFP # 2020-01

**Form 10.3: Proposed Monthly Collection Fees for Solid Waste Services for Commercial Units
via Cart, Dumpster, and Vertical Compactor**

Type and Size	Weekly Collection Frequency ^{1,2,3}						
	1	2	3	4	5	6	7
Cart	\$ 18.50	\$ 37.00	\$ 55.50	\$ 74.00	\$ 92.50	N/A	N/A
2 CY Dumpster	\$ 65.86	\$ 107.30	\$ 166.50	\$ 222.00	\$ 288.00	\$ 346.32	
3 CY Dumpster	\$ 80.66	\$ 129.50	\$ 173.90	\$ 259.00	\$ 340.40	\$ 408.50	
4 CY Dumpster	\$ 95.00	\$ 148.00	\$ 211.00	\$ 296.00	\$ 388.00	\$ 466.00	
6 CY Dumpster	\$ 122.00	\$ 222.00	\$ 333.00	\$ 444.00	\$ 555.00	\$ 667.00	
8 CY Dumpster	\$ 144.00	\$ 282.00	\$ 400.00	\$ 518.00	\$ 648.00	\$ 777.00	
2 CY Vertical Compactor	\$ 130.00	\$ 260.00	\$ 389.00	\$ 518.00	\$ 648.00	\$ 778.00	
4 CY Vertical Compactor	\$ 241.00	\$ 481.00	\$ 722.00	\$ 962.00	\$ 1,203.00	\$ 1,443.00	
6 CY Vertical Compactor	\$ 370.00	\$ 740.00	\$ 1,110.00	\$ 1,480.00	\$ 1,850.00	\$ 2,220.00	
8 CY Vertical Compactor	\$ 507.00	\$ 1,014.00	\$ 1,521.00	\$ 1,998.00	\$ 2,516.00	\$ 3,020.00	

1. Proposed fee excludes Franchise Fee.
2. Excludes disposal.
3. Includes all cart, dumpster, and compactor costs excluding compactor rental costs negotiated between vendor and customer and any fees in Form J.11.

City of Anna
RFP # 2020-01

Form 10.4: Proposed Collection Fees for Extra Pick Ups for Solid Waste Services via Dumpster and Vertical Compactor

Type and Size	Fee ¹ (Per Pickup)
2 CY Dumpster	\$ 50. ⁰⁰
3 CY Dumpster	\$ 75. ⁰⁰
4 CY Dumpster	\$ 100. ⁰⁰
6 CY Dumpster	\$ 125. ⁰⁰
8 CY Dumpster	\$ 150. ⁰⁰
2 CY Vertical Compactor	\$ 125. ⁰⁰
4 CY Vertical Compactor	\$ 250. ⁰⁰
6 CY Vertical Compactor	\$ 375. ⁰⁰
8 CY Vertical Compactor	\$ 500. ⁰⁰

1. Proposed fee excludes disposal and Franchise Fee.

Form 10.5: Proposed Disposal Fees for Extra Pick Ups for Solid Waste Services via Dumpster and Vertical Compactor

Dumpster Type and Size	Fee ¹ (Per Pickup)
2 CY Dumpster	\$ 0
3 CY Dumpster	\$ 0
4 CY Dumpster	\$ 0
6 CY Dumpster	\$ 0
8 CY Dumpster	\$ 0
2 CY Vertical Compactor	\$ 0
4 CY Vertical Compactor	\$ 0
6 CY Vertical Compactor	\$ 0
8 CY Vertical Compactor	\$ 0

1. Proposed fee excludes Franchise Fee.

**City of Anna
RFP # 2020-01**

Form 10.6: Proposed Fees for Solid Waste Services via Roll-off

Roll-off Type and Size ¹	Container Rental Fee ¹ (Per Month)	Initial Delivery Fee ¹ (One-time)	Collection Fee ² (Per Pull)	Disposal Fee ² (Per Ton)
20 CY Roll-off	\$120. ⁰⁰	\$75. ⁰⁰	\$250. ⁰⁰	\$42. ⁰⁰
30 CY Roll-off	\$150. ⁰⁰	\$75. ⁰⁰	\$300. ⁰⁰	\$42. ⁰⁰
40 CY Roll-off	\$180. ⁰⁰	\$75. ⁰⁰	\$350. ⁰⁰	\$42. ⁰⁰

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Contract.
2. Proposed fee excludes Franchise Fee.

Form 10.7: Proposed Other Fees for Dumpsters, Compactors, and Roll-offs

Description of Service	Fee ¹
Lock	\$20. ⁰⁰ per month
Set of Casters	\$0. ⁰⁰ per month
Opening and Closing of Enclosures	No Charge
	per _____
	per _____
	per _____
	per _____

1. Proposed fee excludes Franchise Fee.

Form 10.8: Discount for 7 Year Initial Term for Contract

In Form J.1 thru J.11, fees were based on a five (5) year initial term for the contract. The City is considering an initial term of seven (7) years. To understand whether it is in the best interest of the City to have an initial term of seven (7) years, the City requests Proposers to identify the discount to be applied to all fees in Form 10.1 thru 10.11 if the City elects a seven (7) year initial term: 3.75 %.

City of Anna New Curbside Collection Program

CARDS Recycling is proud to announce the new curbside collection program for residents of the City of Anna. This is an informational tool to help you understand the services that CARDS Recycling will be providing. We strongly encourage you to read and retain this information for future reference.

Beginning September 1, 2020, CARDS Recycling will provide recycling and refuse collection for all residences. Under the new curbside collection program each customer will receive a new 64-gallon poly-cart for their recyclables and a 96-gallon trash cart collected once a week at the curbside (**carts will be delivered beginning the 1st week of September**). These containers are provided at no additional cost. Upon receiving the carts, residents will roll the containers to the end of the driveway or designated pickup location on collection day. These changes will provide a cleaner and more efficient way to collect trash and recycling. **Collection day is indicated on the map included in this packet.**

In order to make the program successful, the remainder of this information will outline important guidelines for you to follow when using the services available. This will ensure that you receive the best possible service with as little inconvenience as possible. **Upon receiving the carts, you may begin using them immediately.**

COLLECTION PROGRAM GUIDELINES:

- Trash and recycling must be curbside by 7:00 a.m. on your designated collection day. See attached list for complete details of what is accepted.
- All trash must be contained in the cart issued by CARDS Recycling so that the lid is closed to be collected. All material left outside the cart should be contained to prevent spillage.
- The 96-gallon container will hold up to 150 pounds. Please do not overload the container, and make sure your personal containers do not exceed 50 lbs.
- The carts remain the property of DC Trash and will be maintained and replaced at no cost to the resident except for damage due to negligence, odors or abuse. Residents will be required to pay for replacement of any container if the damage is due to their negligence or abuse. **Do not take the container with you when you move.**

Items that **CANNOT** be placed in the **trash** container: Dirt, sod, concrete, rock, construction or demolition debris, household hazardous waste, banned electronic waste, animal carcasses, leaves, grass clippings, hot ashes or flammable materials such as oil, gas or paint, batteries, engine parts or tires.

SAFE USE AND CARE OF CART:

- Always keep the lid closed to keep rain, snow and animals out.
- Use the handle provided to move the cart. Tilt cart on wheels and roll.
- To clean, simply rinse with water from time to time and let dry in the sunlight with the lid open.
- Do not place any unacceptable materials in the cart.

For those needing an additional cart, please call DC Trash and one can be provided for an additional fee of \$30 per year.

BULKY ITEM SERVICE:

CARDS Recycling will provide a bulky item pick-up service that will be occurring every week on your regular scheduled day. Please call CARDS Recycling if you have a question regarding this service 877-592-2737. Residents are allowed one bulky item and one white good per week. Bulky items consist of non-recyclable items such as mattresses, couches, chairs and tables too large to fit in the poly-cart. Non-Freon containing White goods consist of stoves, microwaves, washers, dryers, etc.

CHRISTMAS TREE COLLECTION:

CARDS Recycling will provide a Christmas tree collection service during the first two weeks of January. Place your trees at the curb on your normal collection day during the first two weeks of January and they will be taken at no additional cost. Please call 877-592-2737 for more information.

ELECTRONICS AND HOUSEHOLD HAZARDOUS WASTE COLLECTION:

CARDS Recycling will provide a collection service for electronics and household hazardous waste twice a year. Details of location and dates and times will be made available through the City of Anna City Hall.

CUSTOMER SERVICE: CARDS Recycling is excited to provide this new curbside program. CARDS Recycling is proud to provide high quality services and appreciates the opportunity to serve the City of Anna. Additional information or any questions may be answered by calling CARDS Recycling at 877-592-2737.

These Items May be Recycled...



Plastic jugs



Plastic bottles
(necks smaller than base)



Plastic tubs



Shredded paper



Paper Cartons -
Milk cartons
and juice boxes



Phone books



Mail, mixed paper,
and catalogs



Magazines



Newspaper
& Inserts



Take out pizza boxes



Glass jars & bottles



Clean metal food cans



Aluminum cans



Clean
aluminum foil
wrap and pans



Aerosol cans



Plastic bags



Corrugated cardboard
(flattened)



Boxboard, cereal boxes,
frozen food boxes



Pots & pans, scrap metal,
ceramics

These items may NOT be placed in your recycle container...



Batteries or
electronics



Hazardous or toxic
product containers



Flower pots, plastic toys



Frozen food bags



Plastic and metal
hangers



Light bulbs, drinking
glasses, other glassware



Food & wet waste,
food contaminated paper
plates and napkins



Styrofoam containers,
styrofoam peanuts
or packing



Chip bags



Propane tanks

Residential Poly cart (96-gallon)



Commercial Frontload Containers

We offer the following sizes.

- 2yd
- 3yd
- 4yd
- 6yd
- 8yd



Roll Off Containers

We offer the following sizes.

- 10yd
- 20yd
- 30yd
- 40yd





CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT FOR THE TEMPORARY USE OF CITY FACILITIES BY AND BETWEEN THE CITY OF ANNA TEXAS AND CARDS DALLAS, INCORPORATED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for providing the community with solid waste services; and,

WHEREAS, the City of Anna entered into a Solid Waste and Disposal Contract with CARDS Dallas, Incorporated on July 14, 2020 in Resolution No 2020-7-759; and,

WHEREAS, The City of Anna and CARDS have developed terms and conditions for a temporary lease of space at the City of Anna Public Works facility for CARDS to use in exchange for a reduced disposal rate for residential solid waste services; and,

WHEREAS, the reduced disposal rate results in a reduced cost for Anna neighbors on their solid waste services; and,

WHEREAS, CARDS Dallas, Incorporated is continuing to work with the City of Anna to identify a permanent facility for their operations in the City of Anna; and,

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Manager is hereby authorized to execute the lease agreement attached hereto as Exhibit "A."

That this agreement shall go into effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of March 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Nate Pike

Exhibit “A”
(see attached lease agreement)



Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021

Staff Contact:

AGENDA ITEM:

Approve Resolution Determining Cost of Authorized Improvements with Preliminary SAP and Setting Levy and Assessment Hearing Date for Sherley Tract Public Improvement District.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 01 - Certificate for Resolution Determining Costs v1
2. 01 - Resolution Determining Costs v2

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

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

CERTIFICATE FOR RESOLUTION

We, the undersigned officers of the City of Anna, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 9th day of March, 2021, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Nate Pike, Mayor
Lee Miller, Mayor Pro Tem
Randy Atchley, Council Member
Stan Carver II, Council Member

Kevin Toten, Council Member
Danny Ussery, Council Member
Josh Vollmer, Council Member

Jim Proce, City Manager
Carrie Land, City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

"A RESOLUTION OF THE CITY OF ANNA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR APRIL 13, 2021 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO."

was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: ____

NOES: ____

ABSTENTIONS: ____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THE 9th DAY OF MARCH, 2021.

ATTEST:

Nate Pike, Mayor

Carrie Land, City Secretary

(SEAL)

CERTIFICATE FOR A RESOLUTION OF THE CITY OF ANNA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR APRIL 13, 2021 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED BY THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED ASSESSMENT ROLLS; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR *APRIL 13, 2021* TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "Act") authorizes the governing body (the "City Council") of the City of Anna, Texas (the "City") to create a public improvement district within the City; and

WHEREAS, on December 8, 2020, the City Council conducted a public hearing to consider a petition received by the City on October 20, 2020 titled "Petition for the Creation of a Public Improvement District within The Extraterritorial Jurisdiction of the City of Anna, Texas, for the Sherley Tract Public Improvement District No. 2" requesting the creation of a public improvement district; and

WHEREAS, on December 8, 2020, the City Council approved Resolution No. 2020-12-839 (the "Authorization Resolution"), authorizing, establishing and creating the Sherley Tract Public Improvement District No. 2 (the "District"); and

WHEREAS, the City authorized the creation of the District and the issuance of up to \$32,000,000.00 in bonds for the District to finance certain public improvements authorized by the Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, the City Council and the City staff have been presented a "Sherley Tract Public Improvement District No. 2 Preliminary Service and Assessment Plan", including the proposed assessment rolls attached thereto (the "Proposed Assessment Rolls") (collectively, the "Preliminary SAP"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain Authorized Improvements to be financed by the District for the initial phase of development and the Proposed Assessment Rolls state the assessments proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Rolls be filed with the City Secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the district is to be located or in which the improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. THAT the recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. THAT the City Council does hereby accept the Preliminary SAP for the District, including the Proposed Assessment Rolls, a copy of which is attached hereto as **Exhibit**

A and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. THAT the City Council hereby determines that the total costs of the Major Improvement Area Projects (as defined in the Preliminary SAP) to be financed by the District are as set forth in Exhibit B-1 and the total costs of the Improvement Area #1 Projects (as defined in the Preliminary SAP) to be financed by the District are as set forth in Exhibit B-1 of the Preliminary SAP, which costs do include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. THAT the City Council's final determination and approval of the costs of the Major Improvement Area Projects and the Improvement Area #1 Projects, or any portion thereof, shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Assessment Rolls, after the properly noticed and held Assessment Hearing.

SECTION 5. THAT the Proposed Assessment Rolls state the assessment proposed to be levied against each parcel of land in the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. THAT the City Council expressly defers the levy of assessments against property within future phases for phase-specific improvements that will benefit only the property within each subsequent phase until such time as the costs of such phase-specific improvements can be determined with certainty as referenced in the Preliminary SAP.

SECTION 7. THAT the City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and the same shall be available for public inspection.

SECTION 8. THAT the City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *April 13, 2021 at 6:30 p.m. at the Anna ISD Board Room, 201 E. 7th Street, Anna, Texas 75409 or if unable to meet at the Board Room, at the Anna City Hall, Council Chambers, 111 N. Powell Parkway, Anna, Texas 75409, or*

such other location as designated by the City and noticed pursuant to the Act, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property within the District (which ordinance shall specify the method of payment of the assessments).

SECTION 9. THAT the City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *April 13, 2021*, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes; provided however, that the location is subject to change as designated by the City, in a newspaper of general circulation in the City, on or before April 3, 2021, which is before the tenth (10th) day before the date of the Assessment Hearing, as required by Section 372.016(b) of the Act.

SECTION 10. THAT when the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *April 13, 2021*, on or before April 3, 2021, as required by Section 372.016(c) of the Act.

SECTION 11. THAT City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *April 13, 2021* meeting of the City Council.

SECTION 12. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED on this the 9th day of March, 2021.

ATTEST:

Nate Pike, Mayor

Carrie L. Land, City Secretary

EXHIBIT A

PRELIMINARY SERVICE AND ASSESSMENT PLAN

EXHIBIT B
CITY OF ANNA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Anna, Texas on *April 13, 2021 at 6:30 p.m. at the Anna ISD Board Room, 201 E. 7th Street, Anna, Texas 75409 or if unable to meet at the Board Room, at the Anna City Hall, City Council Chambers, 111 N. Powell Parkway., Anna, Texas 75409.* The public hearing will be held to consider proposed assessments to be levied against the assessable property within the Sherley Tract Public Improvement District No. 2 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

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

The total costs of the Major Improvement Area Projects and the Improvement Area #1 Projects, including the costs of creating the District and issuing the bonds, is approximately \$11,617,926. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time, but shall not exceed an additional \$20,382,074.

The boundaries of the District include approximately *289.751 acres of land generally located west of U.S. Highway 75 and north of Roseway Street, located within the extraterritorial jurisdiction of the City*, and as more particularly described by a metes and bounds description available at Anna City Hall located at 111 N. Parkway, Anna, Texas 75409 and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Major Improvement Area Assessment Roll and the Improvement Area #1 Assessment Roll, (collectively, the "Assessment Rolls"), which Assessment Rolls include the assessments to be levied against each parcel in the District for the Improvement Area #1 Projects and the Major Improvement Area Projects,

is available for public inspection at the office of the City Secretary, 111 N. Powell Parkway, Anna, Texas 75409.



Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021

Staff Contact:

AGENDA ITEM:

Approve Resolution Setting Public Hearing to Create a TIRZ to encompass the Sherley Tract Public Improvement District PID property.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 01 - Certificate for TIRZ Creation Hearing Resolution v1
2. 01 - TIRZ Creation Hearing Resolution Phase 1 v3

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

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

CERTIFICATE FOR RESOLUTION

We, the undersigned officers of the City of Anna, Texas, hereby certify as follows:

1. The City Council of said City convened in Regular Session on the 9th day of March, 2021, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Nate Pike, Mayor
Lee Miller, Mayor Pro Tem
Randy Atchley, Council Member
Stan Carver II, Council Member

Kevin Toten, Council Member
Danny Ussery, Council Member
Josh Vollmer, Council Member

Jim Proce, City Manager
Carrie Land, City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

"A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF ANNA, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN."

was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: ____

NOES: ____

ABSTENTIONS: ____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THE 9th DAY OF MARCH, 2021.

ATTEST:

Nate Pike, Mayor

Carrie Land, City Secretary

(SEAL)

CERTIFICATE FOR A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF ANNA, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF ANNA, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Anna, Texas (the “City”), is authorized under Chapter 311 of the Texas Tax Code, as amended (the “Act”), to create a tax increment reinvestment zone within the extraterritorial jurisdiction (the “ETJ”) of the City; and

WHEREAS, the City Council of the City (the “City Council”) wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the ETJ of the City (the “Zone”) with the boundaries being described in the metes and bounds attached as **Exhibit A**; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on March 23, 2021 on the creation of the Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That a public hearing is hereby called for *March 23, 2021, at 6:30 p.m. at the Anna ISD Board Room, 201 E. 7th Street, Anna, Texas 75409 or if unable to meet at the Board Room, at Anna City Hall, Council Chambers, 111 N. Powell Parkway, Anna, Texas 75409*, or such other location as designated by the City, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved, which form may be updated to include the time and location for the meeting as designated by the City.

Section 4. The City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before March 16, 2021.

Section 5. Before the March 23, 2021 hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 9th DAY OF MARCH, 2021.

ATTEST:

APPROVED:

Carrie L. Smith, City Secretary

Nate Pike, Mayor

EXHIBIT A

Metes and Bounds for the Zone

BEING that certain tract of land situated in the J. Boyle Survey, Abstract Number 105, the J. Kincade Survey, Abstract Number 509, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being all of tract 1 to MM Anna 325, LLC recorded in Instrument Number 20190411000386110 and a part of a tract of land to BFB Ana 40 Acres, LLC recorded in Instrument Number 20190412000390800 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the most southerly southwest corner of said tract of land to MM Anna 325, LLC being in the north line of that tract of land described by deed to CADG Hurricane Creek, LLC recorded in Instrument Number 201505290000631020 of said O.P.R.C.C.T.

THENCE N 00° 42' 12" W, 287.34 feet with the common line of said CADG Tract and said MM Anna 325 Tract to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 89° 17' 48" E, 110.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 00° 42' 12" W, 31.43 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 302.23 feet, through a central angle of 32° 59' 01", having a radius of 525.00 feet and a long chord which bears N 15° 47' 19" E, 298.07 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 32° 16' 49" E, 45.65 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 7.44 feet, through a central angle of 00° 30' 48", having a radius of 830.00 feet and a long chord which bears N 57° 58' 35" W, 7.44 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 57° 43' 11" W, 162.85 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 32° 16' 49" W, 605.16 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

THENCE S 88° 18' 50" W, 111.81 feet to a 5/8 inch iron rod with cap stamped "PELTON" set in the north line of said CADG Tract;

THENCE departing said north line over and across said tract of land to MM Anna 325, LLC the following bearings and distances:

N 45° 08' 58" W, 366.07 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 520.46 feet, through a central angle of 22° 45' 50", having a radius of 1,309.97 feet, and a long chord which bears N 40° 23' 55" E, 517.04 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 60° 58' 59" W, 120.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 923.42 feet, through a central angle of 44° 14' 19", having a radius of 1,195.97 feet, and a long chord which bears S 51° 15' 12" W, 900.66 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 16° 30' 37" E, 120.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 27.21 feet, through a central angle of 01° 11' 24", having a radius of 1,310.00 feet, and a long chord which bears S 74° 05' 05" W, 27.21 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 31° 32' 06" W, 43.31 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 12° 15' 52" E, 4.77 feet to a 5/8 inch iron rod with cap stamped "PELTON" set in the north line of said CADG Tract;

THENCE S 89° 05' 29" W, 95.27 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

THENCE departing said north line over and across said tract of land to MM Anna 325, LLC the following bearings and distances:

N 56° 03' 28" W, 23.94 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 81° 23' 55" W, 27.22 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 08° 00' 22" W, 120.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 147.41 feet, through a central angle of 07° 05' 51", having a radius of 1,190.00 feet, and a long chord which bears S 85° 32' 34" W, 147.31 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 89° 05' 29" W, 1,229.11 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 45° 54' 31" W, 42.43 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 00° 54' 31" W, 48.75 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 139.72 feet, through a central angle of 12° 07' 49", having a radius of 660.00 feet, and a long chord which bears N 05° 09' 24" E, 139.47 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 11° 13' 18" E, 45.96 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 101.09 feet, through a central angle of 07° 14' 23", having a radius of 800.00 feet, and a long chord which bears N 14° 50' 30" E, 101.02 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 20° 08' 12" E, 50.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 21° 08' 00" E, 138.53 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 304.73 feet, through a central angle of 27° 42' 51", having a radius of 630.00 feet, and a long chord which bears N 07° 16' 34" E, 301.77 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 83° 25' 09" E, 130.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 32.75 feet, through a central angle of 02° 28' 08", having a radius of 760.00 feet, and a long chord which bears N 07° 48' 55" W, 32.75 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 80° 57' 01" E, 50.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 20.00 feet, through a central angle of 01° 24' 53", having a radius of 810.00 feet, and a long chord which bears S 08° 20' 32" E, 20.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 83° 35' 40" E, 67.70 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 87° 46' 29" E, 478.85 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 01° 44' 03" E, 19.96 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 88° 15' 57" E, 50.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 01° 44' 03" W, 23.48 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 89° 15' 16" E, 160.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 84° 17' 59" E, 91.31 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 81° 01' 54" E, 57.85 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 258.41 feet, through a central angle of 22° 41' 49", having a radius of 652.34 feet, and a long chord which bears N 66° 04' 20" E, 256.73 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 57° 04' 08" E, 164.66 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 29° 16' 43" W, 12.47 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 20.42 feet, through a central angle of 00° 58' 31", having a radius of 1,200.00 feet, and a long chord which bears N 28° 29' 36" W, 20.42 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 61° 59' 39" E, 50.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 45.85 feet, through a central angle of 02° 17' 04", having a radius of 1,150.00 feet, and a long chord which bears S 29° 08' 53" E, 45.85 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 59° 43' 13" E, 120.15 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 434.08 feet, through a central angle of 24° 08' 48", having a radius of 1,030.00 feet, and a long chord which bears S 42° 21' 11" E, 430.88 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 54° 25' 35" E, 103.82 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 20° 34' 30" E, 10.35 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 20° 34' 30" E, 62.97 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 64° 44' 15" E, 16.45 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 63° 43' 20" E, 50.02 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 29.83 feet, through a central angle of 01° 46' 49", having a radius of 960.00 feet, and a long chord which bears S 64° 20' 42" E, 29.83 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 65° 14' 06" E, 70.17 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 69° 45' 54" E, 42.43 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 24° 45' 54" E, 22.77 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 65° 14' 06" E, 120.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 24° 45' 54" W, 23.65 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 19° 10' 53" E, 43.20 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 1.12 feet, through a central angle 00° 01' 53", having a radius of 2,040.02 feet, and a long chord which bears S 62° 41' 29" E, 1.12 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 95.34 feet, through a central angle of 05° 27' 46", having a radius of 1,000.00 feet, and a long chord which bears S 59° 56' 39" E, 95.31 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 24° 45' 54" E, 31.64 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 58° 13' 31" E, 50.38 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 24° 45' 54" W, 33.83 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 55° 20' 20" E, 104.47 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 57° 43' 11" E, 272.85 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 444.37 feet, through a central angle of 33° 03' 57", having a radius of 770.00 feet, and a long chord which bears S 74° 15' 09" E, 438.23 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 49.91 feet, through a central angle of 07° 37' 35", having a radius of 375.00 feet, and a long chord which bears N 07° 38' 20" E, 49.88 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 78° 32' 52" E, 50.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 37.57 feet, through a central angle of 06° 37' 24", having a radius of 325.00 feet, and a long chord which bears S 08° 08' 26" W, 37.55 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 71.20 through a central angle of 05° 17' 53", having a radius of 770.00 feet, and a long chord which bears N 82° 48' 59" E, 71.18 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 80° 10' 03" E, 330.53 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 56.36 feet, through a central angle of 03° 06' 19", having a radius of 1,040.00 feet, and a long chord which bears N 04° 30' 13" W, 56.36 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 87° 02' 56" E, 80.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 46.75 feet, through a central angle of 02° 47' 24", having a radius of 960.00 feet, and a long chord which bears S 04° 20' 46" E, 46.74 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

N 80° 10' 03" E, 38.26 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 09° 49' 57" E, 60.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 80° 10' 03" W, 40.67 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 84.77 feet, through a central angle of 05° 03' 35", having a radius of 960.00 feet, and a long chord which bears S 11° 51' 19" E, 84.75 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 14° 23' 07" E, 120.30 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 101.47 feet, through a central angle of 12° 30' 04", having a radius of 465.07 feet, and a long chord which bears S 08° 14' 28" E, 101.27 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

S 01° 59' 25" E, 283.25 feet to a 5/8-inch iron rod with cap stamped "PELTON" set in the north line of a tract of land described in deed to One Anna Two, LTD recorded in Instrument Number 20070201000151600 of said O.P.R.C.C.T.;

THENCE S 89° 04' 42" W passing a 1/2 inch iron rod found at a distance of 80.01 feet for the northwest corner of said One Anna Two Tract continuing for a total distance of 1,264.39 feet to the POINT OF BEGINNING and containing 2,835,667 square feet or 65.098 acres of land more or less.

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

EXHIBIT B

City of Anna City Council Notice of Public Hearing On Creation of Reinvestment Zone

THE ANNA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY, MARCH 23, 2021, AT 6:30 P.M. AT THE ANNA ISD BOARD ROOM, 201 E. 7TH STREET, ANNA, TEXAS 75409 OR IF UNABLE TO MEET AT THE BOARD ROOM, AT ANNA CITY HALL, COUNCIL CHAMBERS, 111 N. POWELL PARKWAY, ANNA, TEXAS 75409, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF ANNA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 65.098 ACRES GENERALLY LOCATED WEST OF U.S. HIGHWAY 75 AND NORTH OF ROSEWAY STREET, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY, AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT ANNA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, ANNA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.



Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Jim Proce

AGENDA ITEM:

Approve an Ordinance amending The City of Anna Code of Ordinances Sec. 9.05.017 regarding political signs. (City Manager Jim Proce)

SUMMARY:

This ordinance amends The City of Anna Code of Ordinances Sec. 9.05.017 regarding political signs in order to bring those regulations into full compliance with current state law. State law currently allows signs on private property at all times with the property owner's consent. The City can restrict political signs on City-owned property except on polling places during the voting period (starting at early voting and ending on election day). This ordinance allows signs to be placed at polling places starting 48 hours before the voting period and ending 48 hours after the voting period. The City can place reasonable restrictions on political signs at polling places during the voting period. This ordinance has reasonable restrictions on the number of signs and locations of placement at a polling place. This ordinance has additional reasonable restrictions on political signs (whether located at a polling place or on private property) with respect to height, size, and other features.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Political Sign Ord

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 3/5/2021

Jim Proce, City Manager

Final Approval - 3/5/2021

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING ARTICLE 9.05, SECTION 9.05.017 REGARDING POLITICAL SIGNS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the City Council of the City of Anna ("City Council") has investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend Section 9.05.017 (Political Signs) of Article 9.05 (Signs) of The Anna City Code of Ordinances ("Anna Code") by further defining the time, place and manner of display of political signs;

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

Section 1. **Recitals Incorporated**

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

Section 2. **Amendment**

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Section 9.05.017 (Political Signs) of Article 9.05 (Signs):

ARTICLE 9.05 SIGNS

Sec. 9.05.017 Political signs

(a) With the exception of the regulations and restrictions expressly set forth in this section, this article ~~these sign regulations do~~ does not apply to political signs.

(b) Public Property; Private Property. Except to the extent allowed ~~Subject to the exception~~ under subsections (d), (e) and (f), political signs may not be located on public rights-of-way, medians, city parks, or any other publicly owned or controlled property anywhere. Subject to the restrictions under subsection (c), political signs may be located on ~~with the exception of private real property with the property owner's consent. In this subsection, "private real property" does not include real property subject to an easement or other~~

encumbrance that allows a municipality to use the property for a public purpose.

(c) Restrictions. Political signs must not:

- (1) Be illuminated;
- (2) Have any moving elements;
- (3) Exceed 36 square feet in area;
- (4) Exceed eight feet in height;
- (5) Be located in or obstruct any public right-of-way or easement or interfere with the authorized use of any public right-of-way or easement; or
- (6) Create a nuisance or be in violation of any state or federal regulations or restrictions.

(d) Time Period. Political signs regarding candidates or measures up for election may be displayed on the premises of a polling place on property owned or controlled by the city at the locations described under subsection (e) beginning no earlier than 48 hours before the first day of the early voting period for 45 calendar days before a general or special election, and shall be removed no later than 48 hours after the voting period seven days after the election. For the purposes of this subsection "early voting period" is defined as set forth in Texas Elections Code § 85.001 and "voting period" is defined as set forth in Texas Elections Code §61.003.

(e) Location. ~~Period exception.~~ Subject to the limitations set forth in subsections (c), (d) and (f), political signs may be placed on the premises of any polling place owned or controlled by the city in a public building beginning on the first day of the early voting period and until the close of the general or special election, so long as they are placed in areas designated by the City and not placed within 100 feet of any entrance to any outside door which allows voters to enter a polling place building or within 100 feet of a handicapped parking space and the designated path of travel to an outside door for entrance to the polling place. In addition to the restrictions under subsections (c), (d) and (f) a sign placed under this subsection ~~exception~~ must be located no less than three feet from the edge of the pavement of any public street or sidewalk, must not extend over any public sidewalk or path, and must not be located anywhere that obstructs visibility for drivers of motor vehicles.

(f) Limitation on number of signs. In addition to the restrictions under subsections (c), (d) and (e), no more than 10 signs per candidate and no more

than 10 signs per ballot measure may be placed on the premises of any polling place owned or controlled by the city.

Political signs in violation of this section are strictly prohibited, ~~and are subject to be removed and destroyed without notice.~~

(Ordinance 716-2016 adopted 3/22/16; 2008 Code, pt. III-D, art. 1, sec. 12; Ordinance _____, adopted 10/27/2020)

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

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

Section 4. **Penalty**

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

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

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

PASSED by the City Council of the City of Anna, Texas this 27th day of October 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Greg Peters
Ray Isom

AGENDA ITEM:

Consider a Resolution approving the funding of Fire Department equipment needs related to the new Central Fire Station located on the municipal complex site, in an amount not to exceed \$234,570. (Director of Public Works Greg Peters, P.E., Fire Chief Ray Isom)

SUMMARY:

Fire Department staff have been working on identifying the unique equipment needs which will improve their ability to function at a high level in the new Central Fire Station. Specific equipment has been identified and researched by the Fire Department to be purchased and ready for use when the Fire Station opens later this year.

Staff is recommending that fund balance in the City of Anna General Fund be used to make these purchases, as they are one time purchases required for the City of Anna Fire Department to be in line with the Texas Fire Chiefs Association Best Practices Program.

These items will improve safety for firefighters and assist them in completing their work in a safe and efficient manner. Specifically, the the Bump Out Alerting System will have a direct benefit to neighbors as it will result in faster response times as it will automatically turn off any in-use utilities, like gas, and send a facility-wide notification of a call, including the address and incident information.

FINANCIAL IMPACT:

The total cost of the identified equipment is \$234,570. This total includes a 5% contingency to allow for the volatile nature of pricing for this unique equipment. The identified funding source is the General Fund.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of a Resolution approving the City Manager to execute purchase orders for the purchase off Fire Department equipment needs related to the new Central Fire Station located on the municipal complex site, in an amount not to exceed \$234,570.

ATTACHMENTS:

1. Resolution - Firefighter Equipment Purchase Orders
2. Bump Out System - full packet
3. Commercial Extractor Cut Sheet
4. Artic A2500 SCBA Compressor brochure
5. Firefighter Equipment Purchase Orders - Presentation

APPROVALS:

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

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

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE PURCHASE OF FIREFIGHTER EQUIPMENT AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$234,570); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for protecting the health, safety, and welfare of the community; and,

WHEREAS, in order to provide for the welfare of the community, the City's Fire Department is seeking to purchase equipment required for the safe and efficient operation of firefighter activities and operation the new Central Fire Station; and,

WHEREAS, the specified equipment includes the Bump Out Safety System, a Commercial Extractor, and the SCBA Compressor, which are consistent with the Texas Fire Chiefs Associations Best Practices Program; and,

WHEREAS, the specified equipment consists of non-standard building construction items which are outside of the scope of the construction of Central Fire Station and not included in the construction budget; and,

WHEREAS, the City of Anna has worked with vendors and contractors to obtain quotes and all purchases will be made in accordance with the City of Anna's Purchasing Policy; and,

WHEREAS, the total estimated cost of the project is \$234,570, including 5% for contingency funds.

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Manager is hereby authorized to execute purchase order for firefighter equipment, in an amount not to exceed \$234,570.00 for City of Anna, Texas.

That funding for the purchase orders shall come from the General Fund.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ____ day of March 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Nate Pike

Exhibit “A”
(see following pages)



Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

QUOTE

Number	156451-0
Quote Date	06/23/2020
Page	1

Bill to: ANNA FIRE DEPARTMENT
305 SOUTH POWELL PARKWAY
ANNA, TX 75409

Ship to: ANNA FIRE DEPARTMENT
305 SOUTH POWELL PARKWAY
ANNA, TX 75409

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
ANN002		RYAN SNOWDEN		
Entered By	FOB	Ship Via	Terms	
JIM MINTON	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS	
Customer/Order Instructions				

DOES NOT INCLUDED ELECTRICAL CONNECTION OR EXTERNAL AMBIENT AIR INTAKE

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
1	1	0	EA	ART-C-E4-10-A6-E3C	ARTIC 4 STAGE, 6000 PSI, 10 HP 14 CFM, 3 PHASE ELECTRIC MOTOR, SOUND SUPPRESSING CABINET. CO MONITOR	22600.00	22600.00
1	1	0	EA	ART-C-FS2C55	DBL FILL W/ CTL 5500PSI	8475.00	8475.00
1	1	0	EA	ART-C-FS3C55	THREE FILL W/ CONTROLS 5500 PSI	9710.00	9710.00
4	4	0	EA	ART-C-6000-UN	ARTIC 6000PSI UN STORAGE CYL	1244.00	4976.00
1	1	0	EA	ART-C-CLAMPS1-4	ARTIC UNISTRUT/CLAMPS ONE CLAMP PER CYLINDER	160.00	160.00
4	4	0	EA	ART-A-I1350	ARTIC CGA-702 ELBOW W/ JIC	45.00	180.00
1	1	0	EA	LAW-LS-901570	GRADE B ONCE NFPA AIR QUALITY TEST	100.00	100.00
1	1	0	EA	MET-ASSEMBLY	6000 PSI HOSE KITS FOR INSTALL	500.00	500.00
6	6	0	EA	MET-LABOR 1	LABOR PER HOUR	138.00	828.00

SubTotal 47,529.00

ESTIMATED FREIGHT 1,000.00

Total 48,529.00

QUOTE GOOD FOR 45 DAYS

AADVANTAGE LAUNDRY SYSTEMS

HOME OFFICE
2510 National Drive
Garland, TX 75041
Tel: 972-278-2138
Fax: 972-272-0225

OKLAHOMA OFFICE
7626 East 46th Place
Tulsa, OK 74145
Tel: 918-627-2138
Fax: 972-272-0225

N CAROLINA OFFICE
101 High Hope Lane
Garner, NC 27529
Tel: 919-615-2834
Fax: 919-615-2835

Toll Free (800) 880-2138

QUOTATION

Number: **Q114054**

Date: 07/17/20 Page: 1

Requested by: CODY NELSON

Billing terms: NET 30 DAYS

Salesperson: SHAWN ALLEN

Ship via: AADVANTAGE

Frt terms: PREPAID

F.O.B.: SOURCE

Expiration: 08/16/20

Bill-to: No: ANN002

Ship-to: No: ANN002

ANNA FIRE DEPARTMENT
305 SOUTH POWELL PKWY
ANNA, TX 75409

ANNA FIRE DEPARTMENT
NEW STATION
ANNA, TX 75409

Product no	Description	Quantity	Net Price	Extension
**** BUYBOARD CONTRACT 596-19 APPLIED TO QUOTE ****				
T-900OPL6-2 WN0900XA-12EV2X-SSKCS-USX** DEXTER 60LB. OPL 100 G-FORCE WASHER 6 CYCLE MICRO, BLACK GRAPHICS 208-240V, 1 OR 3 PHASE NFPA-1851 COMPLIANT, DEXTER WASHER WARRANTY: 3 YEARS ON ALL PARTS 10 YEARS ON FRAME, SHAFT, CYLINDER, SEALS, BEARINGS AND BEARING HOUSING.		1 EA	8288.97 EA	8,288.97
BFT-900 6" 1 UNIT BASE FRAME 60LB 1 UNIT		1 EA	301.00 EA	301.00
FIREMANS PKG #1 EXTRACTOR TRAINING,EQUIPMENT & CHEM (5) EXTRACTOR WASH CYCLES PRE-PROGRAMED (1) LAVO OPL AUTOMATIC SOAP PUMP INSTALLED (2) FIVE GALLON PAILS OF CITROSQUEEZE (1) FIVE GALLON PAIL OF MAX QUAT SANITIZER (1) CYCLE CHART POSTED ON EXTRACTOR		1 EA	1430.00 EA	1,430.00
IDC2201 STABER DRYING CAB/4/2HANGERS,1RACK* 6 GEAR DRYING CABINET INCLUDES: 4 TURNABOUT GEAR AIRFLOW COAT HANGERS, 2 AIRFLOW BOOT HANGERS AND 1 QTY THIRTEEN PAIR GLOVE RACK 208-240/60/1 PH ELECTRICAL 5 YEAR PARTS WARRANTY		1 EA	4949.25 EA	4,949.25
FREIGHT IN FROM FACTORY				395.00
INSTALLATION & DELIVERY OPL EQUIP INSTALLATION INCLUDES THE FOLLOWING: DELIVERY OF NEW WASHER-EXTRACTOR TO CUSTOMER LOCATION, SETTING IN PLACE IN LAUNDRY ROOM THROUGH PROPERLY SIZED DOORS AND HALLWAYS,ANCHOR,LEVEL AND GROUT WASHER-EXTRACTOR, CONNECTION TO CUSTOMER PROVIDED UTILITIES,START-UP, OPERATIONAL CHECKOUT, TRAINING OF PERSONNEL IN CARE AND OPERATION. INSTALL LABOR WARRANTY: (1) YEAR LABOR				950.00

not
a
U.F. Item to
me or
an F.F.E

Buyer: CODY NELSON
Phone: 903-227-4452
Fax:
Email: cnelson@annatexas.gov
Priced by: SA
Warehouse: CENTRAL PARTS D
Printed: JUL 17, 2020 16:37

Job description
(1) 60LB WASH+BASE+FRM PKG+DRY

Sales Tax .00
Subtotal 16,314.22
Less Deposit .00

TOTAL (US)\$ 16,314.22

CUSTOMER

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 2/8/2021
Expires: 5/9/2021

Quote SUBMITTED TO:
Collin County, Texas
The Anna Fire Department

REF PROPOSAL
TX_ANNA003 v1 DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI1	LOT	USDD	0	Radio System Interface (Full Console Interface) - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting	RSI-P	\$ 13,650.00	\$ 12,285.00	\$ -	
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
DI3	LOT	CAD	1	CAD Interface - ICS (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	\$ 11,950.00	\$ 10,755.00	\$ 10,755.00	✓

DISPATCH SYSTEM COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	G2-GW	\$ 10,425.00	\$ 9,382.50	\$ 9,382.50	✓
DC2	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRI) - Kitted with a Rack-Mount Adapter Plate which mounts (up to) 2 GaRI2s in 19" Rack	GaRI2-RM	\$ 2,502.00	\$ 2,251.80	\$ 2,251.80	✓
DC5	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC6	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -	

DISPATCH SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 310.00	\$ 279.00	\$ 13,950.00	✓
DS2	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	

DS3a	LOT	USDD	1	Gateway Installation / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-I-O	\$ 875.00	\$ 787.50	\$ 787.50	✓
DS3b	LOT	USDD	0	Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE by USDD Personnel)	GW-I-C	\$ 325.00	\$ 292.50	\$ -	
DS3c	LOT	USDD	1	Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-SU-O	\$ 5,925.00	\$ 5,391.75	\$ 5,391.75	✓
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 349.03	\$ 314.13	\$ 314.13	✓
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	✓
DS5b	LOT	USDD	0	Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	TRA-DIS-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	✓
DS6b	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	TRA-STA-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS7a	LOT	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
DS8a	HR	USDD	0	Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)	MTG-MGT-U	\$ 244.00	\$ 219.60	\$ -	
DS8b	LOT	USDD	0	Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accomodation)	MTG-MGT-C	\$ -	\$ -	\$ -	
DS9	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	
DS10	LOT	USDD	0	Misc Option 2		\$ -	\$ -	\$ -	

PRIMARY DISPATCH G2 FSA SYSTEM		System Total:	\$ 50,077.68
		Shipping Total:	\$ 99.00
		System Subtotal	\$ 50,176.68 ✓

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
17	HR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 2,238.93	\$2,015.04	2015.037 but No Charge For Initial Warranty Period / Not Included in Subtotals
18	LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,238.93	\$ 2,015.04	\$ -

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	\$ 50,176.68
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	\$ -
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	\$ -

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL:	\$ 50,077.68
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$ 99.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$ -
TEXAS COST RECOVERY FEE:	\$ 1,001.55
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$ 51,178.23

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 2/8/2021
Expires: 5/9/2021

Quote SUBMITTED TO:
Collin County, Texas
The Anna Fire Department

REF PROPOSAL
TX_ANNA003 v1 STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX_ANNA.FS01.FSA.2021.02.05b.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	✓
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00	✓
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	✓
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	✓

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -	
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -	
SP2	Ea	USDD	1	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 652.50	✓
SP3a	Ea	USDD	6	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 5,265.00	✓
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	✓
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00	✓
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 2,295.00	✓
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	6	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 5,670.00	✓

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 88.20	✓
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	✓
SP12a	Ea	USDD	2	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 3,645.00	✓
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	25	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 7,312.50	7020.00?
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays. Includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 1,467.00	✓
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-1/4") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	USDD	13	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 994.50	1224.00
SP18b	Ea	USDD	2	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ 153.00	✓
SP19	Ea	USDD	3	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 837.00	
SP21	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 495.00	900.00
SP20	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP22	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	21,921.24
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,226.07	\$ 2,903.46	\$ 2,903.46	2901.35
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,112.24	\$ 1,001.02	\$ 1,001.02	✓
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 400.07	\$ 360.06	\$ 360.06	351.74
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 55.61	\$ 50.05	\$ 50.05	50.05

SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IG-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IG-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 5,107.23	\$ 4,596.51	4596.507 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,107.23	\$ 4,596.51	\$ -	

STATION 01		System:	\$ 55,386.89
		Shipping:	\$ 1,571.00
		Warranty & Support:	\$ -
		Texas Cost Recovery Fee:	\$ 1,107.74
		STATION SUBTOTAL:	\$ 58,065.63

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

See Section Totals Page for Explanation of the Texas Cost-Recovery Fee

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 2/8/2021
Expires: 5/9/2021

Quote SUBMITTED TO:
Collin County, Texas
The Anna Fire Department

REF PROPOSAL

TX_ANNA003 v1

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
DISPATCH-LEVEL SUBTOTAL		
	\$	51,178.23
Includes:	PRIMARY DISPATCH G2 FSA SYSTEM :	\$ 50,176.68
	PRIMARY DISPATCH WARRANTY & SUPPORT :	\$ -
	PRIMARY DISPATCH G2 FSA SYSTEM TEXAS COST RECOVERY FEE:	\$ 1,001.55
Notes: One (1) Dispatch Center System currently proposed/included. No backup/disaster recovery dispatch systems have been requested or assumed/included in this proposal.		
STATION-LEVEL SUBTOTAL		
	\$	58,065.63
Includes:	STATION 01 SYSTEM:	\$ 56,957.89
	STATION 01 WARRANTY & SUPPORT:	\$ -
	STATION 01 TEXAS COST RECOVERY FEE:	\$ 1,107.74
Notes: One (1) Station System currently included in this proposal. Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.		
US Digital Designs System Total		\$ 109,243.86

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

The Texas Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of Texas for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD. More information from the Texas State Comptrollers Office on this here <https://star.comptroller.texas.gov/view/2010088511>

↓ 139,024.84
Diff: 29,790.92



check MDC for Call Information” This alert function is triggered by the Call Alert Radio.

- Customer to supply TV’s and TV Mounts
- All concrete boring is customers responsibility.
- All conduit sleeves are customer responsibility and fire block
- Customer is to provide 2 inch conduit sleeves in all hardened areas.
- All conduit is customers responsibility

Parts and Labor US Digital System

Description	Cost
Sound System/Speaker Installation Labor	\$ 17,560.00
Sound System/Speaker/ Cat6e Installation Cable	\$ 2,963.00
Alert Sound System Connectors and misc. parts	\$ 500.00
Lift Rental	\$ 1500.00
<i>US Digital Alert System Install Total</i>	<i>\$ 22,563.00</i>

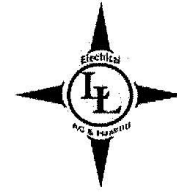
PARTS AND LABOR ANTENNA SYSTEM

Base Station Antenna System Installation Labor	\$ 4,700.00
Base Station Antenna System LMR 400 Cable 10 Runs	\$ 750.00
Lighting Protection/Connectors	\$ 972.00
Non-Pen Antenna Roof Mount (3)	\$ 929.00
Misc. mounting hardware	\$ 500.00
800 MHz Antennas (3) 3db Gain	\$ 846.00
VHF MHz Outdoor Warning Siren Antenna	\$ 325.00

<i>Radio Antenna System and cable installation Total</i>	<i>\$ 9022.00</i>
<i>Equipment Shipping (Truck)</i>	<i>425.00</i>

PROJECT TOTAL 32,010.00

L&L Electrical
P.O. Box 102
Dodd City TX 75438
Regulated by the Texas Department of Licensing and
Regulation, P.O. Box 12157 Austin, TX 78711 (800-803-9202)
(512-463-6599) www.tdlr.texas.gov



Lee Lewis Construction
Anna Fire Station Bump out system

QUOTE

Quote # 0000319

Quote Date 03/04/2021

Item	Description	Unit Price	Quantity	Amount
Product	Materials for bump out system	8500.00	1.00	8,500.00
Service	Labor for installation of conduit for bump out system	7800.00	1.00	7,800.00
Service	Overhead and fees	2000.00	1.00	2,000.00
NOTES: This excludes: Any coring of the storm shelter walls (labor and rentals) Any pipe for GSS display signs it's unclear what size is needed and where those pipes are coming from Any roofing work that is required after we make our penetrations				
Subtotal				18,300.00
Total				18,300.00
Amount Paid				0.00
Quote				\$18,300.00

Anna FD Central Station
Alerting System

<u>Vendor</u>	<u>Service</u>	<u>Cost</u>	<u>Notes</u>
US Digital Designs, INC	Alerting Equipment	\$ 109,243.86	See Quote and Explainanation
Barry Turner Consulting LLC	Installation of Equipment	\$ 32,010.00	See Quote and Explainanation
L & L Electrical	Installation of Customer Responibilties	\$ 18,300.00	See Quote and Explainanation
Total		\$ 159,553.86	

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Update
Feb 08/2021

Quotation to:

Collin County, Texas
The Anna Fire Department

Project:

G2 Fire Station Alerting System
One (1) Dispatch System & One (1) Station System

Proposal number:

TX_ANNA003

Revision #

1

[Pricing Protected per Public Procurement Authority (PPA0), League of Oregon Cities (LOC), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at <https://nppgov.com/contract/us-digital-designs>]

Collin County, Texas is Already Member # M-5695628

Quote Date:

08-Feb-2021

Quote Expires:

9-May-2021

INSTALLATION BY:

N/A - Installation is not assumed or included by USDD
Customer to contract directly with a Certified Installer

By:

Peter Donkin
Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27
Tempe, AZ 85281
602-687-1759 direct
480-290-7892 fax
pdonkin@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 2/8/2021
Expires: 5/9/2021

Quote SUBMITTED TO:

Collin County, Texas

The Anna Fire Department

REF PROPOSAL

TX_ANNA003 v1

DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI1	LOT	USDD	0	Radio System Interface (Full Console Interface) - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting	RSI-P	\$ 13,650.00	\$ 12,285.00	\$ -	
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
DI3	LOT	CAD	1	CAD Interface - ICS (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	\$ 11,950.00	\$ 10,755.00	\$ 10,755.00	✓

DISPATCH SYSTEM COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	G2-GW	\$ 10,425.00	\$ 9,382.50	\$ 9,382.50	✓
DC2	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Kitted with a Rack-Mount Adapter Plate which mounts (up to) 2 GaRi2s in 19" Rack	GaRi2-RM	\$ 2,502.00	\$ 2,251.80	\$ 2,251.80	✓
DC5	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC6	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -	

DISPATCH SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 310.00	\$ 279.00	\$ 13,950.00	✓
DS2	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	

DS3a	LOT	USDD	1	Gateway Installation / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-I-O	\$ 875.00	\$ 787.50	\$ 787.50	✓
DS3b	LOT	USDD	0	Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE by USDD Personnel)	GW-I-C	\$ 325.00	\$ 292.50	\$ -	
DS3c	LOT	USDD	1	Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-SU-O	\$ 5,925.00	\$ 5,391.75	\$ 5,391.75	✓
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 349.03	\$ 314.13	\$ 314.13	✓
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	✓
DS5b	LOT	USDD	0	Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	TRA-DIS-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	✓
DS6b	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	TRA-STA-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS7a	LOT	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
DS8a	HR	USDD	0	Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)	MTG-MGT-U	\$ 244.00	\$ 219.60	\$ -	
DS8b	LOT	USDD	0	Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accomodation)	MTG-MGT-C	\$ -	\$ -	\$ -	
DS9	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	
DS10	LOT	USDD	0	Misc Option 2		\$ -	\$ -	\$ -	

PRIMARY DISPATCH G2 FSA SYSTEM		System Total:	\$ 50,077.68
		Shipping Total:	\$ 99.00
		System Subtotal	\$ 50,176.68 ✓

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
17	HR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 2,238.93	\$2,015.04	2015.037 but No Charge For Initial Warranty Period / Not Included in Subtotals
18	LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,238.93	\$ 2,015.04	\$ -

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	\$ 50,176.68
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	\$ -
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	\$ -

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL:	\$ 50,077.68
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$ 99.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$ -
TEXAS COST RECOVERY FEE:	\$ 1,001.55
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$ 51,178.23

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 2/8/2021
Expires: 5/9/2021

Quote SUBMITTED TO:
Collin County, Texas
The Anna Fire Department

REF PROPOSAL
TX_ANNA003 v1 STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX_ANNA.FS01.FSA.2021.02.05b.pdf

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 927.00	\$ 927.00	✓
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 108.00	\$ 97.20	N/A - Included	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00	✓
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	✓
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	✓

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -	
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -	
SP2	Ea	USDD	1	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 652.50	✓
SP3a	Ea	USDD	6	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 5,265.00	✓
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	✓
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00	✓
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 2,295.00	✓
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	6	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 5,670.00	✓

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 88.20	✓
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	✓
SP12a	Ea	USDD	2	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 3,645.00	✓
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	25	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 7,312.50	7022.50?
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 1,467.00	✓
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	USDD	13	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 994.50	1224.50
SP18b	Ea	USDD	2	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ 153.00	✓
SP19	Ea	USDD	3	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 837.00	
SP21	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 495.00	900.00
SP20	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP22	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	22,921.24
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,226.07	\$ 2,903.46	\$ 2,903.46	2901.35
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,112.24	\$ 1,001.02	\$ 1,001.02	✓
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 400.07	\$ 360.06	\$ 360.06	351.74
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 55.61	\$ 50.05	\$ 50.05	50.05

SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 5,107.23	\$ 4,596.51	4596.507 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,107.23	\$ 4,596.51	\$ -	

STATION 01		System:	\$ 55,386.89
		Shipping:	\$ 1,571.00
		Warranty & Support:	\$ -
		Texas Cost Recovery Fee:	\$ 1,107.74
		STATION SUBTOTAL:	\$ 58,065.63

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

See Section Totals Page for Explanation of the Texas Cost-Recovery Fee

87,856.6

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 2/8/2021
Expires: 5/9/2021

Quote SUBMITTED TO:
Collin County, Texas
The Anna Fire Department

REF PROPOSAL

TX_ANNA003 v1

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
DISPATCH-LEVEL SUBTOTAL	\$	51,178.23
Includes:		
PRIMARY DISPATCH G2 FSA SYSTEM :	\$	50,176.68
PRIMARY DISPATCH WARRANTY & SUPPORT :	\$	-
PRIMARY DISPATCH G2 FSA SYSTEM TEXAS COST RECOVERY FEE:	\$	1,001.55
Notes: One (1) Dispatch Center System currently proposed/included. No backup/disaster recovery dispatch systems have been requested or assumed/included in this proposal.		
STATION-LEVEL SUBTOTAL	\$	58,065.63
Includes:		
STATION 01 SYSTEM:	\$	56,957.89
STATION 01 WARRANTY & SUPPORT:	\$	-
STATION 01 TEXAS COST RECOVERY FEE:	\$	1,107.74
Notes: One (1) Station System currently included in this proposal. Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.		
US Digital Designs System Total		\$ 109,243.86

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

The Texas Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of Texas for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD. More information from the Texas State Comptrollers Office on this here <https://star.comptroller.texas.gov/view/2010088511>

↓ 139,034.84
Diff: 29,790.98

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 CLAIMS. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE:** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property" means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. **Remote Access to System.**
 - a. USDD requires remote network access to the System, including access to Customer's Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer's System with the knowledge and consent of Customer.
 - b. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on USDD devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
 - c. **Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
 - d. **Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.
11. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, Issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
13. **SHIPPING/DELIVERY:** Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
14. **CREDIT CARDS:** All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.
15. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
16. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**





**Barry Turner Consulting LLC
Proposal and Statement of work
Anna Fire Dept Central Station**

**Anna Fire Department
Central Station**

2/04/2021

This document serves as Barry Turner Consulting LLC, dba Eagle Eye Technology response to the proposal request for the installation of the US Digital Station Alert Sound System and the station EOC antenna systems for the station radio, future radios and FSA for the City of Anna Fire Station.

Barry Turner Consulting LLC. Statement of Work

Alert Sound System Installation

Installation of the Alert Sound System will consist of the following:

- Install all US Digital Alerting Equipment per attached US Digital Design Document Exhibit A *
- Ground Equipment to customer single point ground point within 50' or to structure steel.
- Program and install US Digital Call Alert Radio customer supplied.
- Program and install Station Monitor Radio customer supplied.
- Supply and install audio/ control cable from the speaker locations per US Digital Design.
- Install Customer provided UPS.
- Ground all equipment per R56 Grounding specifications.

Antenna System Installations

Installation of the Fire base station and antenna system will consist of the following:

- Supply and install (3) antenna non penetrating mast mounts onto the roof with protective mats.
- Install 3 800 MHz 3db fiberglass antennas onto masts.
- Install 1 VHF 3db Gain fiberglass antenna onto masts.



- Supply and install (10) lightning surge protection devices (polyphaser) inside coaxial cable entrance to building and ground to customer single point ground system within 50' or structure steel.
- Supply and install (10) 3/8" LMR400 coaxial cable from new antenna locations to the polyphasers and terminate.
- Supply and install (3) LMR240 coaxial jumper from the polyphaser to the base station location and terminate.
- Terminate 5 spare cables in IDF Room for future EOC radio equipment including Polyphaser and grounding.
- Perform checks on antenna systems. Sweep antenna systems with antenna system analyzer.
- Certify and test all Cat6e cable and provide report if requested.
- Provide up to 16 hours consulting for ICS CAD Interface including testing of ICS Interface.
- Interface and programming of call alert radio with ATX
- Set all audio speaker levels on all zones.
- Assist in setting up Call for Service Alerts and tones
- Install TV's with HDMI US Digital Interface
- Test operation per US Digital Design and review operation with US Digital

Exceptions Customer Responsibility

- Customer to provide all conduit installs.
- Customer to provide grounding buss in IDF Room for equipment.
- Customer to provide 4x8 1/2 inch Plywood in IDF Room for mounting of US Digital UPS and ATX Unit.
- Provide 3 total 2-inch conduit from IDF Room to roof with sweeping 90 deg for antenna cable and roof weather head.
- Provide 3 total 2 inch conduits from inside IDF or one 4 inch to above ceiling area or routed to area assessable for audio and network cable entry.
- Provide 2-inch conduit with sweeping 90 deg/weather head from Station Radio Location to Roof antenna location for antenna lines
- Provide MGB (Main Ground Buss) for connection of equipment grounding in IDF room.
- At this time CCSO Dispatch does not have US Digital Servers and ICS Interface. System will only provide alerting and gamma sign/TV display of "Alert please



check MDC for Call Information” This alert function is triggered by the Call Alert Radio.

- Customer to supply TV's and TV Mounts
- All concrete boring is customers responsibility.
- All conduit sleeves are customer responsibility and fire block
- Customer is to provide 2 inch conduit sleeves in all hardened areas.
- All conduit is customers responsibility

Parts and Labor US Digital System

Description	Cost
Sound System/Speaker Installation Labor	\$ 17,560.00
Sound System/Speaker/ Cat6e Installation Cable	\$ 2,963.00
Alert Sound System Connectors and misc. parts	\$ 500.00
Lift Rental	\$ 1500.00
<i>US Digital Alert System Install Total</i>	<i>\$ 22,563.00</i>

PARTS AND LABOR ANTENNA SYSTEM

Base Station Antenna System Installation Labor	\$ 4,700.00
Base Station Antenna System LMR 400 Cable 10 Runs	\$ 750.00
Lighting Protection/Connectors	\$ 972.00
Non-Pen Antenna Roof Mount (3)	\$ 929.00
Misc. mounting hardware	\$ 500.00
800 MHz Antennas (3) 3db Gain	\$ 846.00
VHF MHz Outdoor Warning Siren Antenna	\$ 325.00
<i>Radio Antenna System and cable installation Total</i>	<i>\$ 9022.00</i>
<i>Equipment Shipping (Truck)</i>	<i>425.00</i>

PROJECT TOTAL 32,010.00



Option Service Contract - over and beyond 6-month system labor warranty.

***1 year labor only service contract on US Digital Equipment
1700.00***

_____ Initial Accepted

_____ Initial Rejected

***2-year extended labor only service contract on US Digital
Equipment 3000.00***

_____ Initial Accepted

_____ Initial Rejected

***1 Year extended parts and labor including one PM on Station
Radios total of 3 Motorola APX Station and Alerting Radios
750.00***

_____ Initial Accepted

_____ Initial Rejected

System installation will be performed in accordance with Motorola R56 Standards. All ground wire: Buss Bars, stainless steel bolts, lugs, and other small grounding hardware will be supplied by Barry Turner Consulting LLC.

Barry Turner Consulting LLC to supply all miscellaneous install hardware such as nuts, bolts, etc.

Barry Turner Consulting LLC assumes no responsibility for design errors omissions or performance issues due to US Digital Design.

Any work that is required to complete this project not described in this statement of work will be considered above the scope of this proposal and subject to re-quotation. Any



changes will require official PO Change Order submitted to Barry Turner Consulting LLC. If you have any questions you can contact me at (940) 595-2932

Payment Terms:

50% upon approval/quote

50% upon Install Completion/Acceptance

Term: Net 30, late fees apply if over 30 days

_____ **Initial Accepted and Agreed upon**

**Thank You,
Barry Turner**

Barry Turner Consulting LLC *Barry Turner*

City of Anna Contract Acceptance:

City of Anna Texas City Management

Signature _____

Printed Name _____

Date

By signing you agree to all terms and conditions of this contract.

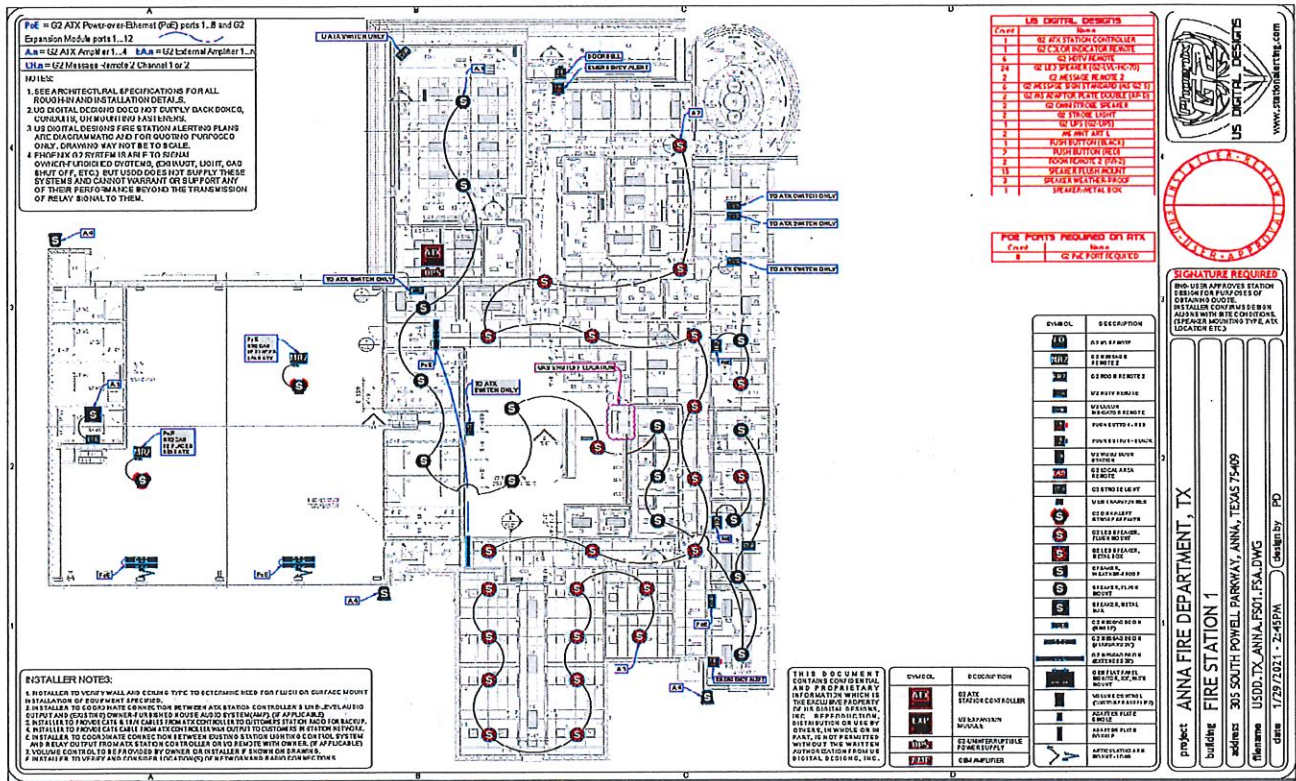


Exhibit A Design Document

L&L Electrical
P.O. Box 102
Dodd City TX 75438
Regulated by the Texas Department of Licensing and
Regulation, P.O. Box 12157 Austin, TX 78711 (800-803-9202)
(512-463-6599) www.tdlr.texas.gov



Lee Lewis Contruction
Anna Fire Station Bump out system

QUOTE

Quote # 0000319

Quote Date 03/04/2021

Item	Description	Unit Price	Quantity	Amount
Product	Materials for bump out system	8500.00	1.00	8,500.00
Service	Labor for installation of conduit for bump out system	7800.00	1.00	7,800.00
Service	Overhead and fees	2000.00	1.00	2,000.00
NOTES: This excludes: Any coring of the storm shelter walls (labor and rentals) Any pipe for GSS display signs it's unclear what size is needed and where those pipes are coming from Any roofing work that is required after we make our penetrations				
Subtotal				18,300.00
Total				18,300.00
Amount Paid				0.00
Quote				\$18,300.00



ON-PREMISE LAUNDRY T-900 WASHER



6 Cycle Control

T-900 WASHER

Dexter C-Series On-Premise Washer

On-Premise laundry solutions you can depend on.

Dexter on-premise washers are engineered to show up for work in even the harshest laundry environments. Featuring flexible controls and the same Dexter quality materials and structures our customers have come to trust, each on-premise washer is designed to help you process laundry faster and more efficiently.

When your business depends on clean laundry, choosing the right equipment is an important decision. Our products will provide you the efficiency, flexibility, performance, and durability you need to be confident in your choice. With lifetime technical support and an industry leading 10-year limited warranty, you can be confident that we will stand behind every machine you invest in.

Contact your Dexter Authorized Distributor today for more details.

DURABLE:

With heavy-duty bearings in a cast iron bearing housing, a welded steel spider and shaft, and a rugged frame design that has been proven over two decades, Dexter washers are built to last.

Every model is tested thoroughly with our 1,000 hour out-of-balance test.

The polished chrome doors and AISI 304 stainless steel tub, cylinder, top, front, and side panels keep washers looking great year after year.

RELIABLE:

Our industry leading 10-year warranty covers the frame, tub, cylinder, shaft, seals, bearings, and bearing housing.

A 3-year parts warranty covers the rest.

We stand behind every machine you invest in with lifetime technical support.

EFFICIENT:

Perforated cylinders and raised baffles create superior wash action, while the efficient washer design saves water on every cycle.

The automatic chemical injection feature allows for the perfect combination of chemicals and helps protect your staff from harmful substances.

Standard 100 g-force extraction removes more water and enhances turnover with great wash performance.

INSTALLATION:

Adjustable final extract speeds and other customizable options allow Dexter washers to fit almost any installation.

This Dexter washer fits through a standard 36" doorway.

FLEXIBLE:

The 6-cycle control provides a flexible and easy to use control with six preset cycles that are programmable to fit your laundry needs.

The key-lock programming access allows quick access for programming and troubleshooting.

Our electronic pressure sensor offers a range of water level options to increase efficiency and help save on water expenses.

OPTIONS:

Dexter C-Series 100G washers are available in 20lb, 30lb, 40lb, 60lb, and 80lb capacities.



MADE IN THE USA

ENCLOSED 2500 SERIES COMPRESSORS

4 STAGE 2500 SERIES

MODEL	PSI	CFM	HP	STAGES	RPM	WEIGHT
E4-20-A6	6000	24	20	4	1400	1200 lbs

FEATURES

▶ Radial 4 Stage Arctic Compressor Block featuring:

- Air cooled with a high velocity, 12 bladed fan
- Relief valve on all stages
- Aluminum inter coolers
- Stainless steel after cooler
- Interstage and final moisture separators
- Aluminum crankcase
- Steel crankshaft
- Cast iron cylinders
- ▶ Fully enclosed sound dampened cabinet
- ▶ Lift off panel hinges
- ▶ Liquid filled interstage pressure gauges
- ▶ Moisture/Carbon Monoxide visual indicator
- Pressurized lubrication system
- Liquid filled oil pressure gauge
- Low oil pressure shut down
- 7 qt oil capacity
- ▶ Double rubber vibration isolation
- ▶ Automatic condensate drain system
- ▶ Pressure switch
- ▶ Hour meter
- ▶ Three phase electric motor
- ▶ Liquid filled filter pressure gauge



PURIFICATION

- ▶ 57,000 Cu. Ft. at 80° Fahrenheit filtration system designed to provide C.G.A. Grade "E" breathing air
- ▶ System uses dryer bed to remove water in excess of dew point -65° (NFPA 1500 standard)
- ▶ Activated charcoal and a carbon monoxide catalyst remove remaining contaminants to provide CGA Grade "E" breathing air

OPTIONAL FEATURES

- ▶ Real time electronic CO monitor
- ▶ Additional filtration capacity

THE SIMPLE CHOICE BENEFITS

SIMPLE VALUE / High quality American made equipment, affordably priced

SIMPLE OPERATION / Minimizes operator training requirements

SIMPLE MAINTENANCE / Designed for easy maintenance, reducing overall cost of ownership

SIMPLE SERVICE / Nationwide distributor / service network providing fast local service

*With benefits like these,
it's easy to see why
Arctic Compressors is
"The Simple Choice."*

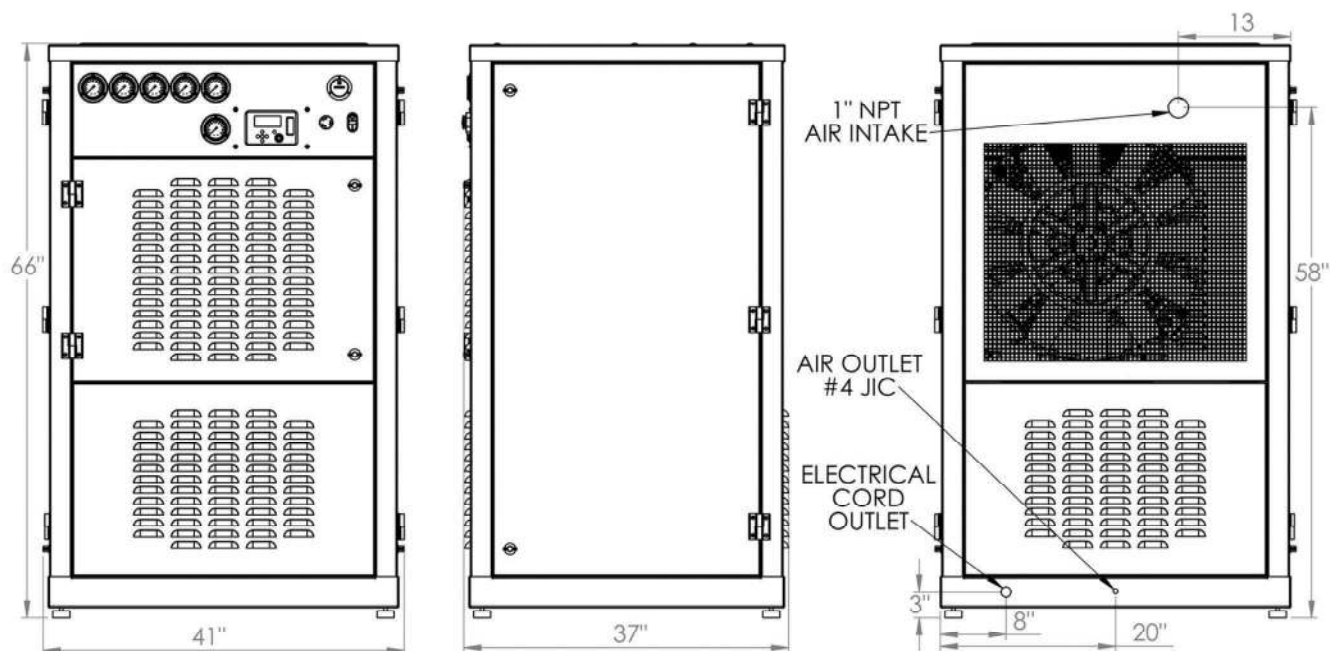
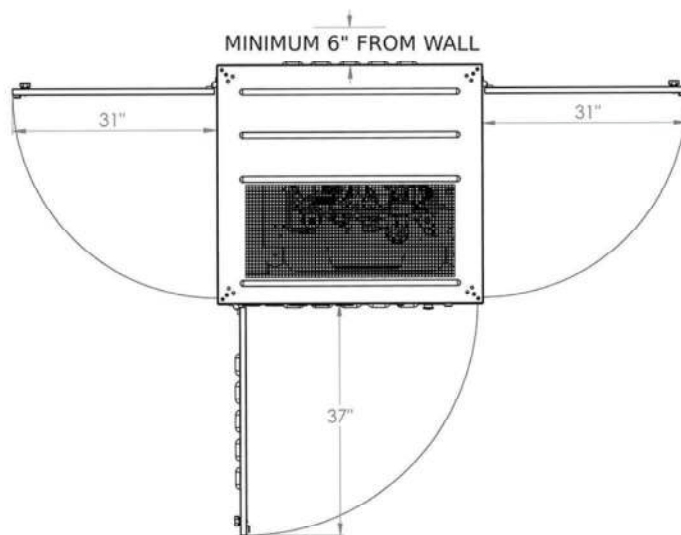
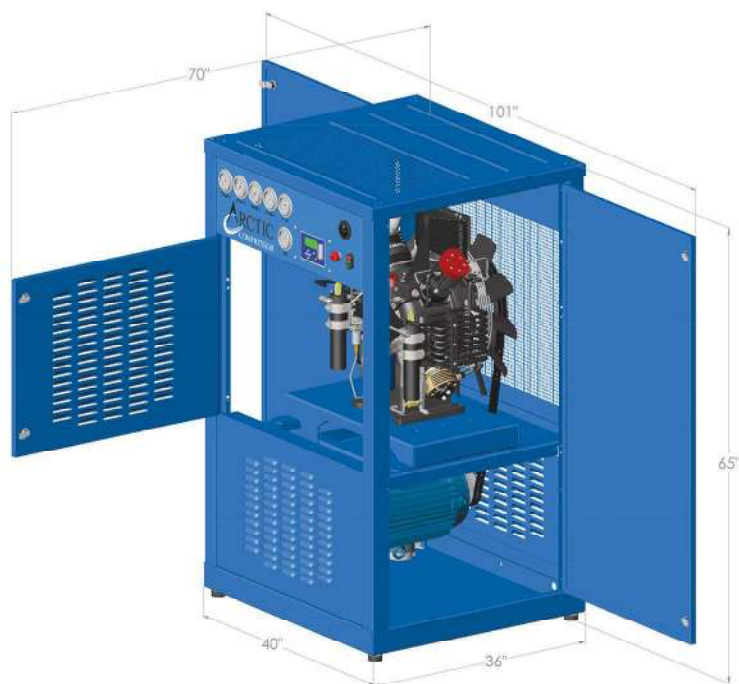


MADE IN THE USA

Model E4-20-A6 with optional
electronic CO monitor



TECHNICAL INFORMATION



All Arctic Compressors include an 8ft electrical cord and plug. See table for required receptacle size.

	THREE PHASE 208/240V	THREE PHASE 480V
20 HP	NEMA 15-60	NEMA L16-30



Arctic Compressor, LLC
 431 Tower Avenue, Superior WI 54880
 (715) 718-3065
 info@arcticcompressor.com
www.ArcticCompressor.com



MADE IN THE USA



Fire Department Equipment Purchase

City Council
March 9, 2021

Overview

- Central Fire Station
- Texas Fire Chiefs Best Practices Program
- Bump Out System
- Commercial Extractor
- SCBA Compressor
- Staff Recommendation



Central Fire Station

- Located on the Municipal Complex site in downtown
- State of the art facility with 3-1/2 bays for an ambulance, 2 engines, and a battalion vehicle
- Includes a new EOC/training room and a municipal storm shelter



Texas Fire Chiefs Best Practices Program

- The Texas Fire Chiefs Association (TFCA) has developed a Best Practices program to encourage fire departments in Texas to seek continual improvement in their services to their local community.
- There are twelve chapters which define best practices in the typical service areas provided by a fire department. This program is applicable to paid, combination, and volunteer fire organizations.
- The City of Anna is pursuing this third-party designation by completing the performance requirements outlined in the program. This will be a challenging but worthwhile endeavor for the City as it will raise the bar for our fire service and provide direct benefit to neighbors in need.



Bump Out System



SCBA Compressor

- 600 psi/24 cfm compressor to efficiently supply breathing air for scba equipment
- Durable steel and cast iron construction
- High velocity and high-pressure system able to meet the needs of a growing fire department



THE CITY OF
Anna

Commercial Extractor

- Heavy duty specialty commercial washing machine which can stand up to the extreme needs of the fire service
- 100 g-force extraction removes more water, dirt, and debris from soiled materials
- Wide range of cycle features to meet the needs of the department



THE CITY OF
Anna

Staff Recommendation

- The specialty equipment included in this item is outside of the scope of building construction and standard furniture for the facility.
- Staff finds that this specialty equipment is critical to improving the ability of our fire department to serve the community.
- The equipment will improve quality, efficiency, and response time.
- Since these items are one-time purchases, staff is recommending that the City use fund balance from the general fund for the purchases.
- Staff recommends approval of the resolution authorizing the City Manager to execute the necessary purchase orders.





Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021
Staff Contact: Jim Proce
Alan Guard

AGENDA ITEM:

Consider/Discuss/Act on providing a credit on the Utility accounts in response to the DEEP FREEZE weather event. (City Manager Jim Proce)

SUMMARY:

During the week of February 15, the State of Texas endured an unprecedented cold weather event, that crippled the electric power grid statewide affecting almost all Texans and having caused almost 15 million people statewide to be without water.

During this event, cities all over Texas encouraged neighbors to take certain actions to protect crucial systems like water, electricity and other resources. Neighbors were encouraged to drip faucets in an attempt keep water services from freezing. Additionally solid waste disposal services were suspended for one week, so in Anna specifically each home missed a full week of solid waste service.

As a result of these events and actions, staff recommends that consideration for a billing credit be considered for neighbors. While there may some varying circumstances and methodologies, an estimated impact which can be provide to all accounts is as follows:

\$3.81 for solid waste (1 missed service)
\$4.90 for water (5 days of base rate)
\$4.90 for sewer (5 days of base rate)
\$1.39 for drip adjustment (5 days of drips on volume rate)

This would total \$15.00 for an approximate \$105,000 total impact to the Utility Fund. To fund this we would execute short term deferrals of hiring and vacancies and purchase of maintenance items.

In addition, the leak adjustment policy is still in effect and is being applied on a case-by-case methodology.

FINANCIAL IMPACT:

The credited amount will be an impact to the Utility Fund in the amount of approximately \$105,000 and applied to those accounts active during the week of February 15, 2021.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Motion to approve a credit in the amount of \$15 for each utility account.

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Created/Initiated - 3/5/2021



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 3/9/2021

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Act on forgiving the Chamber of Commerce a Certificate of Occupancy fee. (Director of Development Services Ross Altobelli)

SUMMARY:

The Chamber of Commerce is moving to a new location downtown. As a part of the permitting process, the certificate of occupancy fee is approximately \$100 and is required by ordinance to collect for services rendered in the process.

The Chamber has asked for forgiveness of this fee as a partner to the City this would appear to be reasonable if the Council was desirous of this action.

Staff cannot forgive fees, event when small, as the fee schedule is adopted by Ordinance requiring either Council permission or a revision tot he ordinance to provide for.

FINANCIAL IMPACT:

\$100 fee forgiveness

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends forgiving the fee as a negligible expense as the Chamber often provides service to the City. Motion to forgive the \$100 CO fee to the Chamber of Commerce for this one time expense.

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Created/Initiated - 3/5/2021