

AGENDA

City Council Meeting



Tuesday, July 14, 2020 @ 6:30 PM

**Anna Fire Station, Meeting Room
305 S. Powell Parkway, Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on July 14, 2020, at the Anna Fire Station Meeting Room, Located at 305 South Powell Parkway (Hwy 5), to consider the following items.

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

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**

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

- a. 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. The form is found on the website at the following link:

<https://www.annatexas.gov/DocumentCenter/View/2233/Council-Speaker-Sign-In-Sheet?bidId=>

4. **Closed Session (Exceptions).**

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

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Operational and Meeting Procedures.
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Attorney Annual Review

The Council further reserves the right to enter into executive session at any time throughout any duly noticed meeting under any applicable exception to the Open Meetings Act.

- 5. Consider/Discuss/Action on any items listed on any agenda - work session, regular meeting, or closed session - that is duly posted by the City of Anna for any City Council meeting occurring on the same date as the meeting noticed in this agenda. (If there is no need to address any other such agenda item, the Mayor shall adjourn this meeting).
- 6. **Work Session.**
 - a. Staff update on Truck Routes for the City of Anna, Texas. (Director of Public Works Greg Peters)
 - b. Discussion of the utility billing late fees and disconnect fees. (Finance Director Dana Thornhill)
- 7. **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. Recognition of neighbors Gordon Haynes, Martin Nolan, and Erik Rodriguez for their heroic actions on May 1, 2020 (Police Chief Jeff A. Caponera).
 - b. Life Saving Award Presentation for Officer Wesley Davis (Police Chief Jeff A. Caponera)

8. **Consent Items.**

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

- a. Approve City Council Meeting Minutes for June 23, 2020. (City Secretary Carrie L. Land)
- b. Review P&Z Meeting Minutes from June 1, 2020 (Director of Development Services Ross Altobelli)
- c. Review CDC/EDC Joint Meeting Minutes from the June 3, 2020 Meeting (Economic Development Director Joey Grisham)
- d. Review CDC/EDC Joint Meeting Minutes from the June 3, 2020 Meeting (Economic Development Director Joey Grisham)
- e. Approve a Resolution setting a public hearing under Section 372.009 of the Texas Local Government Code on the advisability of the creation of a public improvement district and improvements within the extraterritorial jurisdiction of the City of Anna, Texas for the Sherley Tract and authorizing the issuance of notice by the City Secretary of Anna, Texas regarding the public hearing. (City Attorney Clark McCoy)
- f. Approve DSI Change Control Authorization change order for SmartGov implementation project for online permitting and reporting (Neighborhood Services Director Marc Marchand).
- g. Approve a Resolution entering into Chapter 380 Agreements for Phase II of the small business assistance program to provide immediate, short-term financial aid to qualified small businesses in the City of Anna. (Economic Development Director Joey Grisham)
- h. Approve a Resolution approving the Development Plat for G2 Motorsports Park Addition, Block A, Lot 1. (Director of Development Services Ross Altobelli)
- i. Approve a Resolution approving the Final Plat for Mangum Addition, Block A, Lots 1 & 2. (Director of Development Services Ross Altobelli)
- j. Approve a Resolution approving the Amending Plat for Pecan Grove, Phase II. (Director of Development Services Ross Altobelli)
- k. Approved a Resolution approving the Development Plat for The KCM Addition, Block A, Lot 1. (Director of Development Services Ross Altobelli)
- l. Approve a Resolution approving the use of alternative screening material for rooftop mechanical and heating and air conditioning equipment for Victoria Falls Center Addition, Block A, Lot 1. (Director of Development Services Ross Altobelli)
- m. Approve a Resolution establishing the City of Anna Diversity and Inclusion Advisory Board (Assistant City Manager Ryan Henderson)
- n. Approve a Resolution amending the Sherley Tract Subdivision Improvement Agreement by amending the minimum lot area requirement for SF-60 lots from five thousand (5,000) square feet to six thousand (6,000) square feet. (Director of Development Services Ross Altobelli)

9. **Items For Individual Consideration.**

- a. Consider/Discuss/Action on a Resolution authorizing the Mayor to issue a Letter of Support to State Senator Pat Fallon, State Representative Justin Holland, and State Representative Scott Sanford to implement sign changes on US 75 for US 75 Exit 48A Farm to Market Road 455, to change sign street name from "Anna - Weston Road" to "White Street." (Director of Public Works Greg Peters)
 - b. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a contract with CARDS Dallas for solid waste and recycling services for the City of Anna, Texas. (Director of Public Works Greg Peters)
 - c. Consider/Discuss/Action on a Resolution approving an Impact Fee Reimbursement Agreement by and between the City of Anna, Texas and Anna Town Center Mixed Use, LLC for public water main construction in the Anna Crossing Villas Subdivision. (Director of Public Works Greg Peters)
 - d. Consider/Discuss/Approve a resolution directing calculation of the voter-approval tax rate in the manner of a special taxing unit under the disaster provisions of TEXAS TAX CODE §26.04. (City Manager Jim Proce)
 - e. Conduct a public hearing and consider/discuss/act on an Ordinance adopting water and sanitary sewer rates for the City of Anna, Texas, including establishment of new water and sanitary sewer rates to be implemented on October 1, 2020. (Director of Public Works Greg Peters)
10. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this agenda at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on July 10, 2020.

Carrie L. Land, City Secretary

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

CITY OF ANNA SPEAKER SIGN-IN FORM

WELCOME TO THE ANNA CITY COUNCIL MEETING!

- Those wishing to address the City Council are asked to complete this form. Please present the form and ten (10) copies of any written notes or handouts to the City Secretary prior to the Regular meeting. Groups wishing to address the same issue are encouraged to select a spokesperson.
- The Presiding Officer will ask those wishing to address the City Council to do so at the appropriate time. Please approach the speaker's stand, state your name and address for the record, and discuss the specific agenda item or topic of interest. Please direct your comments only to the Presiding Officer. *Please be courteous and refrain from language or behavior that is disorderly or disruptive to the conduct of City business.*
- Although the City Council cannot take specific action on Neighbors Comments on items not on the Regular Agenda due to legal requirements, the City Council may:
 1. Have the item placed on a future agenda for action;
 2. Refer the item to the full City Council or a subcommittee for further study;
 3. Refer the item to staff for study or conclusion.

We appreciate your interest in the community and hope you will visit again soon.

*****Please Print*****

Name: _____ Date: _____

Optional, for purpose of the City contacting speaker

Address: _____ City/State/Zip: _____

Email: _____ Phone: _____

☐ **NEIGHBORS COMMENTS:** This item is available for neighbors to speak on any subject including items on the agenda that are not Public Hearing items. This item is also available for neighbors to speak on any subject including items that are not included on the agenda. However, by State law, no action may be taken on a subject that is not on the agenda. The time limit is three minutes per speaker. *Note that the three-minute time limit applies to each speaker regardless of the number of items/topics the speaker may choose to discuss.*

PLEASE PROVIDE THE ITEMS/TOPIC(S) YOU WILL DISCUSS UNDER THE "NEIGHBORS COMMENT" ITEM:

☐ **PUBLIC HEARING** Agenda Item # _____

☐ I wish to speak IN FAVOR of this item.

☐ I wish to speak IN OPPOSITION to this item.

☐ I do not wish to speak.

Please record my ☐ SUPPORT ☐ OPPOSITION.

Additional Comments:

For Official Use:

Route To: _____

Response By: _____

City Manager or Designee _____

Submit

December 20, 2019
Council Speaker Sign-In Sheet



Item No. 5.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact:

AGENDA ITEM:

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

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 6/19/2020



Item No. 6.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact:

AGENDA ITEM:
Work Session.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 7/10/2020



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Staff update on Truck Routes for the City of Anna, Texas. (Director of Public Works Greg Peters)

SUMMARY:

Staff has been reviewing policy options pertaining to the creation of truck routes in the City of Anna. This item is an update on staff's findings thus far and discussion items for consideration on how the City might move forward on developing formal truck routes for the City. No action is required.

The following attachments are included:

- Mutual Boundary Road Map
- TxDOT Road Map
- Current City of Anna Master Thoroughfare Plan

Staff has discussed truck traffic with Collin County staff and TxDOT. Both the County and TxDOT have confirmed that they do not regulate truck use of their roads, unless there is a specific bridge structure which has a maximum load requirement for safety. In this case, a maximum gross vehicle weight may be placed on the road by Collin County or TxDOT for safety purposes. However, this load limitation applies only to the weight of the vehicle and not the vehicle type.

Based on this information staff does not see a clear path forward in placing truck restrictions on any mutual boundary roads or TxDOT roads. In the future, if these roads become City-controlled, then they would be subject to the policies and regulations placed upon them by the City.

Despite the limitations outlined above, there are still many portions of the City which could benefit from a formal truck route policy, including many residential neighborhoods. Staff will present some options for Council discussion and feedback, and move forward with the direction received.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Strategic Plan Goal 3: Anna - A Great Place to Live.

STAFF RECOMMENDATION:

None at this time. Staff will provide an update and seek feedback from the City Council.

ATTACHMENTS:

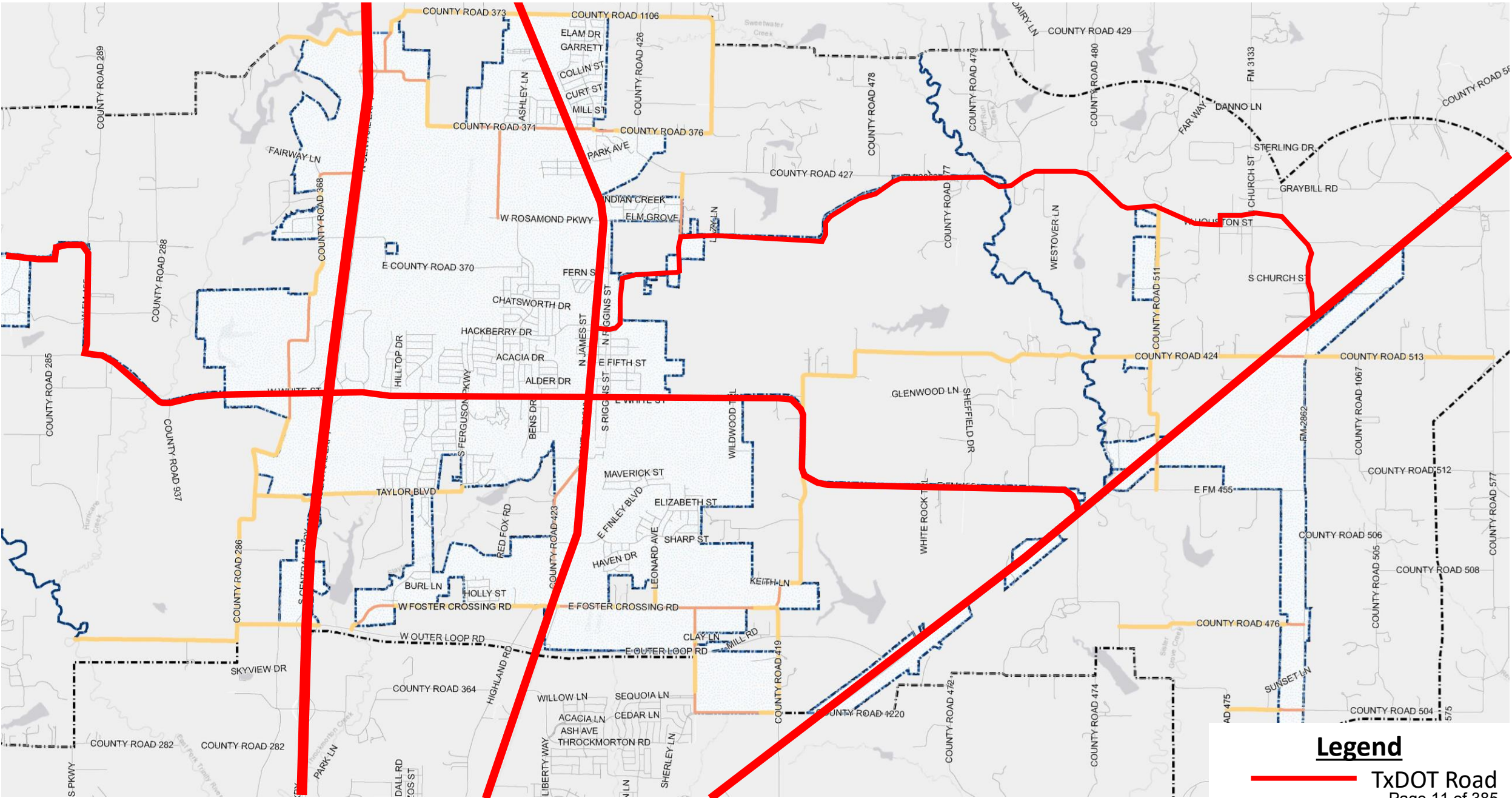
1. Mutual Boundary Road Map
2. TxDOT Road Map
3. City of Anna Master Thoroughfare Plan

APPROVALS:

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

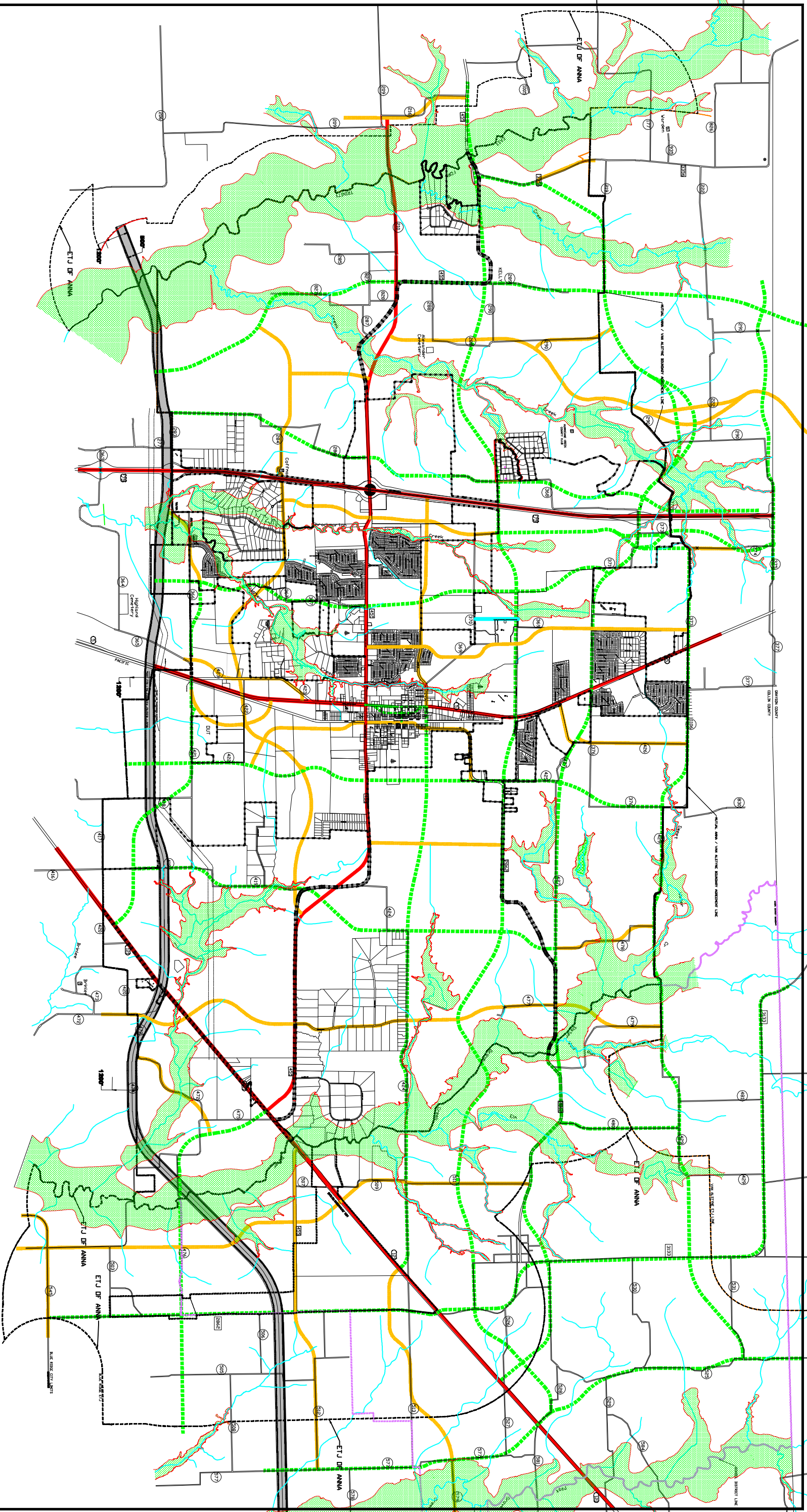
Created/Initiated - 7/7/2020
Final Approval - 7/10/2020

TxDOT Roads (Trucks Allowed)



Legend

TxDOT Road
Page 11 of 385



CITY OF ANNA



THOROUGHFARE PLAN
MAJOR THOROUGHFARE
MAJOR COLLECTOR STREET
PROPOSED SLANE OVERPASS
PROPOSED COLLIN COUNTY WATER LOOP

LEGEND
CITY PARK
CITY WATER TOWER
CITY WATER TREATMENT PLANT
FLOOD HAZARD AREA

EXTRA TERRITORIAL JURISDICTION BOUNDARY
DATE 1-22-10

FIGURE 22
THOROUGHFARE PLAN
2010 - 2030

CITY OF ANNA
COMPREHENSIVE PLAN
2010 - 2030



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Dana Thornhill

AGENDA ITEM:

Discussion of the utility billing late fees and disconnect fees. (Finance Director Dana Thornhill)

SUMMARY:

Due to the recent disaster declaration and city offices being closed, the City made the decision to suspend late fees and disconnects of service for non-payment. Staff would like to discuss with Council at what point the City moves forward with reestablishing late fees and sending late notices, as well as disconnection of service for non-payment. Neighbors can currently pay online, through the drop box, and at the kiosk located outside of the building.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

No action to be taken. Discussion only.

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Jeff Caponera

AGENDA ITEM:

Recognition of neighbors Gordon Haynes, Martin Nolan, and Erik Rodriguez for their heroic actions on May 1, 2020 (Police Chief Jeff A. Caponera).

SUMMARY:

On Friday, 5/1/20, at approximately 10:03AM, Officer Timothy Thomas conducted a traffic stop on a vehicle for numerous traffic violations. The driver of the vehicle had previously eluded Collin County deputies. Once he had the vehicle stopped and began approaching the vehicle, the driver immediately exited the car. The suspect showed signs of impairment and was verbally non-compliant. After refusing to provide his information, Officer Thomas attempted to detain the suspect, a struggle ensued. The suspect grabbed on to Officer Thomas and they began wrestling. The suspect fell back into his truck and began kicking at Officer Thomas, striking him in the leg and groin. The suspect then began reaching in the center area of his truck appearing to be possibly searching for a weapon. It was later discovered the suspect was reaching for several large knives he had concealed in the console.

As the suspect continued to reach for the weapons in the truck, Officer Thomas ultimately ended up deploying his Taser. The first deployment had little effect on the suspect to which the suspect was able to immediately recover and remove the probes. A second deployment of the Taser was effective at which time Officer Thomas took the suspect to the ground in hopes of detaining him in handcuffs. At the end of the 5 second cycle, the suspect continued to fight with Officer Thomas. At one point during the altercation the suspect grabbed a hold of Officer Thomas' service weapon and began pulling on the gun, in what appears was an attempt to take Officer Thomas' firearm.

Three employees at Vitz Metal observed the altercation and are seen running towards Officer Thomas to provide assistance. Vitz Metal employees Gordon Haynes, Martin Nolan, and Erik Rodriguez were the heroic neighbors who stepped in to help an officer in need. With the assistance of these men, Officer Thomas was able to place the suspect in custody.

FINANCIAL IMPACT:

None

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. Certificate of Appreciation Haynes
2. Certificate of Appreciation Nolan
3. Certificate of Appreciation Rodriguez

APPROVALS:

Jeff Caponera, Police Chief
Jim Proce, City Manager

Created/Initiated - 6/19/2020
Final Approval - 7/10/2020

ANNA POLICE DEPARTMENT

SERVICE THROUGH INTEGRITY, COURTESY, HONOR, & RESPECT

CERTIFICATE OF APPRECIATION

PRESENTED TO

Gordon Haynes

For your quick response to assist Officer Timothy Thomas while attempting to take a suspect into custody.

Your actions are appreciated by the
Anna Police Department.

J.A. Caponera, Chief Of Police

ANNA POLICE DEPARTMENT

SERVICE THROUGH INTEGRITY, COURTESY, HONOR, & RESPECT

CERTIFICATE OF APPRECIATION

PRESENTED TO

Martin Nolan

For your quick response to assist Officer Timothy Thomas while attempting to take a suspect into custody.

Your actions are appreciated by the
Anna Police Department.

J.A. Caponera, Chief Of Police

ANNA POLICE DEPARTMENT

SERVICE THROUGH INTEGRITY, COURTESY, HONOR, & RESPECT

CERTIFICATE OF APPRECIATION

PRESENTED TO

Erik Rodriguez

For your quick response to assist Officer Timothy Thomas while attempting to take a suspect into custody.

Your actions are appreciated by the
Anna Police Department.

J.A. Caponera, Chief Of Police



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Jeff Caponera

AGENDA ITEM:

Life Saving Award Presentation for Officer Wesley Davis (Police Chief Jeff A Caponera)

SUMMARY:

On Friday, November 22, 2019 at 11 :11 pm, Trooper James Shoemaker was monitoring the flow of traffic along US 75 in the city of Anna. Trooper Shoemaker observed a vehicle traveling northbound on US 75 at a high rate of speed. The vehicle then veered and nearly struck Trooper Shoemaker's patrol unit. The vehicle left the roadway and struck a bridge pillar head on. Trooper Shoemaker immediately radioed for the fire department and emergency medical services. Trooper Shoemaker ran to the vehicle and discovered two unconscious adults (a male driver in the front seat, and a female passenger in the rear seat) and an unconscious infant in the rear seat. The infant was in a child safety seat but was unsecured and face down in the child safety seat.

Officer Wesley Davis responded to the call as did Game Wardens Trent Marker and Cane Shumaker. Upon arriving, Officer Davis used his fire extinguisher an attempt to control the fire. As the fire was beginning to breach the firewall nearest the driver, Officer Davis, Warden Trent Marker, and Warden Cane Shumaker worked together to remove the adult male who was pinned inside the burning vehicle. Through teamwork, they were able to free the driver and drag him to a safe location away from the vehicle.

The swift response and actions of these four officers led to a positive outcome and contributed in saving the lives of the three occupants. A failure to decisively act by Officer Davis and the three other officers involved would have led to a tragic outcome.

FINANCIAL IMPACT:

None

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. Life Saving Award Davis

APPROVALS:

Jeff Caponera, Police Chief
Jim Proce, City Manager

Created/Initiated - 6/29/2020
Final Approval - 7/10/2020

ANNA POLICE DEPARTMENT

SERVICE THROUGH INTEGRITY, COURTESY, HONOR, & RESPECT



LIFE SAVING AWARD

OFFICER WESLEY DAVIS

Officer Wesley Davis, along with Game Wardens Trent Marker and Cane Shumaker, responded to an accident on US 75 at the W. White Street underpass on the night of November 22, 2020. The vehicle had veered off the roadway, struck a bridge pillar head on, and caught fire entrapping the driver and two passengers, one of which was an infant. Two unconscious occupants were safely removed by Texas DPS Trooper James Shoemaker prior to Officer Davis' arrival, but the driver was still trapped. As the fire continued to grow and breach the firewall, Officer Davis, Warden Trent Marker, and Warden Cane Shumaker knew they must act swiftly to save the driver's life. The three worked together to remove the adult male driver from the burning vehicle and dragged him to a safe location away from the vehicle.

Officer Davis's selfless actions embody the Core Values of the Anna Police Department and directly affected the outcome of this potentially tragic situation. It is with great honor and gratitude that Officer Wesley Davis is awarded this Life Saving Award.

Dated this 14th Day of July 2020

J.A. Caponera, Chief Of Police



Item No. 8.a.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for June 23, 2020. (City Secretary Carrie L. Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20200623 Draft

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020

Regular City Council Meeting

Meeting Minutes



Tuesday, June 23, 2020 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on June 23, 2020, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items:

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

Mayor Pike called the meeting to order at 6:37 PM.

All Council Members were present.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the invocation and pledge.

3. 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). Social Media; Elections; Open Records; Taxes
- 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). Boards and Commissions; City Attorney annual review

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

Mayor Pike recessed the meeting at 6:37 PM.

Mayor Pike recalled the meeting at 7:34 PM.

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

No action taken.

5. Neighbor Comments.

- a. The public was permitted to offer public comments electronically, as provided by the agenda and as permitted by the presiding officer during the meeting.

John Rico spoke in favor of adult and youth league organized sports.

Written comments were read into the record from Kelly Herndon-Patterson and Lynn Bryan regarding proposed trails system. (See Exhibit 5A)

6. Reports.

a. Introduction of New Employee - Marc Marchand, Director of Neighborhood Services

Marc Marchand has most recently served with the City of Burleson as the Director of Recreation and Lifelong Learning that included the library, parks and recreation, employee development, process improvement, and the City's volunteer program. He also served on the City's emergency management team overseeing emergency sheltering. He is passionate about serving others and is a sought-out speaker on community engagement and serving underserved and at-risk populations. He has worked closely with those in pastoral care, social work, law enforcement, education, and health services to strengthen partnerships and build better support services to help those who help others. He has served on numerous boards, commissions, and community initiatives over the years including The Ballet Frontier of Texas, the Texas State Library and Archives Commission, Rotary, SafeHaven of Tarrant County, the Arlington school district's gang task force, and the Burleson Character Council among other state and local boards and committees. He has also served as a volunteer with Big Brothers, Big Sisters. Marc is a Certified Public Manager, holds a bachelor's degree from the University of

Texas at Dallas, and a master's degree from the University of North Texas.

- b. Mayor presented Certificates of Recognition to the organizers of the June 7 protest in Anna.**

Terry Mitchell
Diamone Wilson
Saniya Myers
Nadikah Simson

7. 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.

Item 7f. was removed from Consent.

- a. Approve Council Meeting Minutes for June 9, 2020. (City Secretary Carrie Land)**
- b. Review Council and Board Attendance. (City Secretary Carrie Land)**
- c. Review CDC/EDC Joint Meeting Minutes from the May 3, 2020 (Economic Development Director Joey Grisham)**
- d. Development Agreement - The Villages of Waters Creek
Approve a Resolution entering into a development agreement with Anna 51 Joint Venture and D&J Investment Properties, LLC to establish development and design regulations for further development on 65.0± acres located on the south side of West White Street 1,293± feet west of Oak Hollow Lane. (Director of Development Services Ross Altobelli).**

The intent of the development agreement is to ensure the use of high quality, durable materials for commercial and residential development within the city and along the W. White Street (FM 455) corridor to create well designed and attractive architecture.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA 51 JOINT VENTURE, A TEXAS LIMITED PARTNERSHIP AND D&J INVESTMENT PROPERTIES LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTI-USE DEVELOPMENT LOCATED ON THE SOUTH SIDE OF WEST WHITE STREET, 1,293± FEET WEST OF OAK HOLLOW LANE.

- e. **Approve a Resolution approving a Special Event Permit for a Community Clean-Up Day to be held at Slayter Creek Park on Saturday, August 29, 2020 (Neighborhood Services Manager Ashley Stathatos).**

Kevin Martin, Code Compliance Manager, applied to hold a Community Clean-Up Day at Slayter Creek Park on Saturday, August 29, 2020. Dumpsters will be provided for large, bulky drop-off items. We would like to have household hazardous waste collection, electronic recycling and paper shredding. Other activities include a community trash bash where Anna Neighbors pick up litter in "hot spots" throughout the city.

The Parks Advisory Board met on June 15, 2020. They reviewed the special event permit request and are recommending approval.

RESOLUTION REGARDING THE APPROVAL OF A SPECIAL EVENT PERMIT FOR A COMMUNITY CLEAN-UP DAY.

- f. **Approve a Resolution authorizing staff to make an application to Collin County to participate in their Project Funding Assistance Program for Parks and Open Space bond funds for trails connecting Slayter Creek Park to 4th Street, Slayter Creek Park to Natural Springs Park, Pecan Grove Park to Taylor and public open space west of Oak Hollow to Taylor. (Neighborhood Services Manager Ashley Stathatos)**

In 2018, the citizens of Collin County approved a \$10 million bond proposition for Parks and Open Space. Collin County is making these funds accessible to cities within the County through 2023. The Project Funding Assistance program allows cities to apply for these funds. As part of the application process, cities must agree to match at a minimum one dollar for every one dollar of County funds requested.

The projects proposed below are being brought before you prior to the commencement of the Parks Master Plan being completed to take advantage of the opportunity to participate in the Project Funding Assistance Program for Collin County Parks and Open Space Bond Funds. The total amount of projects under consideration is \$715,000 of which the City's cost share would be \$357,500 if they are all awarded. Staff thoroughly vetted the projects and believes they will all be on the future Parks and Trail System Master Plan. A large portion of the land is already platted and/or city owned. The remaining land provides the most efficient means of connection between parks. Staff has identified four projects consisting of 8-foot concrete trails for City Council consideration:

1. Slayter Creek Park Trail to 4th Street This trail would extend from the Slayter Creek Park Trail to 4th Street. Neighbors would cross SH 5 at the light. The distance of the trail is approximately .30 miles. An easement from one property owner is required. The benefit of the trail is that it feeds people into downtown Anna and, eventually, to Sherley Heritage Park. The estimated cost of the trail is \$78,000 not counting the cost of acquiring the easement. If this project is

approved by Collin County, the City's estimated matching share is \$39,000.

2. Slayter Creek Park Trail to FM 455 The trail would extend from the Slayter Creek Park Trail to FM 455. The distance of the trail is approximately .40 miles. An easement from one property owner is required. The benefit of the trail is that it is part of the extension between Slayter Creek Park and Natural Springs Park. The estimated cost of the trail is \$104,000 not counting the cost of acquiring the easement. If this project is approved by Collin County, the City's estimated matching share is \$52,000. Crossing FM 455 is difficult. Neighbors will have to use the sidewalks along FM 455 to get to a light to cross the roadway until a pedestrian bridge or tunnel can be built. This will eventually be necessary since crossing FM 455 is not ideal even at a light.

3. Slayter Creek Park Trail from FM 455 to Natural Springs Park Trail The trail would extend from FM 455 to Natural Springs Park. The distance of the trail is approximately .70 Miles. An easement from two property owners is required. The benefit of the trail is that it is part of the extension between Slayter Creek Park and Natural Springs Park. The estimated cost of this portion of the trail is \$182,000 not counting the cost of acquiring the easements. If this project is approved by Collin County, the City's estimated matching share is \$91,000.

4. Pecan Grove Park to Taylor Boulevard and the open space west of Oak Hollow to Taylor Boulevard The trail would extend from Pecan Grove Park to Taylor Boulevard and from the open space west of Oak Hollow to Taylor Boulevard. North of Oak Hollow staff is working with a developer on the trail extension to FM 455. The distance of this trail is approximately 1.10 miles from Pecan Grove Park to Taylor Boulevard and .25 miles from the open space west of Oak Hollow to Taylor Boulevard. No easements are needed for this project. The benefit of the trail is that when Taylor Boulevard is expanded, then, a hike and bike trail may be added that will make a connection to Lakeview Park and, eventually, to Natural Springs Park. The estimated cost of the portion of these trails is \$351,000. If this project is approved by Collin County, the City's estimated matching share is \$175,500.

The Parks Advisory Board met on June 15, 2020 and recommends approval of the City submitting the projects listed above to Collin County for participation in their Project Funding Assistance Program.

A RESOLUTION OF THE CITY OF ANNA, TEXAS, HEREINAFTER REFERRED TO AS "APPLICANT" DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR AND ON BEHALF OF THE "APPLICANT" IN DEALING WITH COLLIN COUNTY, HEREINAFTER REFERRED TO AS "COUNTY", FOR THE PURPOSE OF PARTICIPATING IN THE "COUNTY'S" PROJECT FUNDING AND ASSISTANCE PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE "APPLICANT" IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE "APPLICANT" MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITES FOR PUBLIC RECREATIONAL USES.

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

MOTION: Council Member Beazley moved to approve Consent Items 7. a through e. Council Member Bryan seconded. Motion carried 6-0.

8. **Items for Individual Consideration.**

a. **Consider/Discuss/Action on Appointment of EDC/CDC Boards Members. (Interview Committee)**

The Board consists of seven members appointed by the City Council to serve for two-year staggered terms.

The terms for Places 2, 4 and 6 on the Anna Economic Development Corporation Board of Directors are expiring. The members of the Interview Committee are nominating the following:

Place 2 - Rocio Gonzalez

Place 4 - Bruce Norwood

Place 6 - Shane Williams

MOTION: Council Member Beazley moved to appoint the Interview Committees nominations. Council Member Bryan seconded. Motion carried 6-0.

b. **Consider/Discuss/Action on Appointment of Parks Advisory Board Members. (Interview Committee)**

The Board consists of five members appointed by the City Council to serve for two-year staggered terms.

The terms for Places 2, 4, and 6 on the Parks Advisory Board are expiring. The members of the Interview Committee are nominating the following:

Place 1 - Cheryl Merritt (1-year term)

Place 2 - Michelle Clemens

Place 4 - Joe Crowder

Place 6 - Eirik Hansen

Place 7 - LeQuey Douglas (1-year term)

MOTION: Council Member Toten moved to approve Places 2, 4, and 6 as nominated by the Interview Committee. Council Member Bryan seconded. Motion carried 6-0.

MOTION: Council Member Vollmer moved to approve Place 1 as nominated by the Interview Committee. Council Member Miller seconded. Motion carried 4-2. Toten and Pike opposed.

MOTION: Council Member Vollmer moved to approve Place 7 as nominated by the Interview Committee. Council Member Toten seconded. Motion carried 6-0.

c. Consider/Discuss/Action on Appointments to the Planning and Zoning Commission. (Interview Committee)

The Board consists of seven members appointed by the City Council to serve for two-year staggered terms. MOTION: Council Member Beazley moved to approve the Interview Committees recommendations. Council Member Bryan seconded. Motion carried 6-0.

The terms for Places 2, 4, and 6 on the Planning and Zoning Commission are expiring.

The members of the Interview Committee are nominating the following:

Place 2 -Brent Thomas

Place 4 - Donald Henke

Place 6 - Nick Rubits

MOTION: Council Member Beazley moved to approve the Interview Committees recommendations. Council Member Bryan seconded. Motion carried 6-0.

d. Consider/Discuss/Action on appointment of Board of Adjustments Members. (Interview Committee)

The Board consists of five members appointed by the City Council to serve for two-year staggered terms.

The terms for Places 2, 4, and Alt 2 on the Board of Adjustments are expiring. The members of the Interview Committee are nominating the following:

Place 2 -Kelly Herndon-Patterson

Place 3 - Sandy Setliff (1-year term)

Place 4 – Elinor Williams

Alt 1 - Greg Williams (1-year term)

Alt 2 – Brian Ward

MOTION: Council Member Beazley moved to approve the Interview Committees recommendations. Council Member Bryan seconded. Motion carried 6-0.

e. Zoning Case - The Villages of Waters Creek (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments to rezone 65.0± acres located on the south side of West White Street 1,293± feet west of Oak Hollow Lane from Planned Development-129A-2004 and Planned Development-667-2014 to one Planned Development and to amend existing planned development

standards.

Mayor Pike opened the public hearing at 8:14 PM.

No comments from the public.

Mayor Pike closed the public hearing at 8:15 PM.

2) Consider/Discuss/Action on an Ordinance approving the request to rezone 65.0± acres from Planned Development-129A-2004 and Planned Development-667-2014 to one Planned Development amending existing planned development standards.

(Property rezoned under this ordinance is generally located on the south side of West White Street [F.M. 455], 1,293± feet west of Oak Hollow Lane) AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Council Member Beazley moved to approve the Ordinance as presented. Council Member Vollmer seconded. Motion carried 6-0.

3) Consider/Discuss/Action on a Resolution approving the Concept Plan, The Villages at Waters Creek, associated with the rezoning request.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES AT WATERS CREEK, BLOCK A, LOTS 1 – 2, BLOCK B, LOTS 1 – 4, BLOCK C, LOTS 1-6, BLOCK D, LOTS 1 – 4, BLOCK E, LOTS 1 – 4, BLOCK F, LOTS 1 – 20, 1X, BLOCK G, LOTS 1 – 20, CONCEPT PLAN

MOTION: Mayor Pike moved to approve the presented Concept Plan. Council Member Beazley seconded. Motion carried 6-0.

f. Text Amendments - Chapter 4 Building Regulations and Chapter 9 Planning & Development Regulations (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comment on text amendments to Article 4.07 Address Numbers, Article 9.02 Subdivision Regulations, Article 9.03 Design Standards, Article 9.04 Zoning Ordinance, Article 9.06 Landscape Regulations and related sections of Chapter 9 Planning & Development Regulations of the City of Anna Code of Ordinances.

Mayor Pike opened the public hearing at 8:56 PM.

No comments from the public.

Mayor Pike closed the public hearing at 8:57 PM.

2) Consider/Discuss/Action on an Ordinance approving text amendments to various Articles within Chapter 4 Building Regulations and Chapter 9 Planning & Development Regulations of the City of Anna Code of Ordinances.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 4 (BUILDING REGULATIONS) AND CHAPTER 9 (PLANNING AND DEVELOPMENT REGULATIONS); PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Council Member Vollmer moved to approve the Ordinance as presented. Council Member Toten seconded. Motion carried 6-0.

g. Consider/Discuss/Action on a Resolution authorizing Council Members to attend the TML Annual Conference and Exhibition. (City Council)

After Council discussion it was agreed all Council Members may attend the TML 2020 Conference.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING COUNCIL MEMBERS TO ATTEND THE 2020TML ANNUAL CONFERENCE AND EXHIBITION.

MOTION: Mayor Pike moved to approve the Resolution as presented. Council Member Beazley seconded. Motion carried 6-0.

h. Consider/Discuss/Action on a Resolution adopting a Public Improvement District (PID) Policy. (Economic Development Director Joey Grisham)

The City Council identified a Public Improvement District (PID) Policy as a high priority in the city strategic plan. To that end, staff drafted the following policy based on input from a number of people including staff, City Attorney Clark McCoy, and the city's PID consultants. Staff also reviewed similar policies from other cities including Dallas, Fort Worth, Lancaster, Kyle, Marble Falls, Lubbock, Grand Prairie, Corpus Christi, and others. Ultimately, the purpose of this policy is to outline the issues and procedures to be addressed before the City Council can support the creation of a PID. With the number of new PID applications and interest, it is a good time to develop such a policy.

As you are aware, public improvement districts are economic development tools that permit the financing of qualified public improvements within the city or ETJ, authorized by Chapter 372 of the Texas Local Government Code. Bonds are typically issued and approved by the City Council and paid back through assessments on lots (only in the PID defined area). Bonds are not a direct general obligation of the city; they are solely secured by pledged PID

assessment revenues. Some of the highlights of the policy include:

- Includes a PID fee of \$3,400 per single-family lot
- Sets required fees
- Establishes the application process and criteria for pursuing a PID
- Outlines PID bond issuance requirements and finance limitations
- Priority is given to those projects that exceed the city's development standards
- Sets development standard expectations
- Requires homeowner disclosure

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
ADOPTING A PUBLIC IMPROVEMENT DISTRICT POLICY

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

i. **Consider/Discuss/Action on a Resolution Approving a Contract and Authorizing Execution of Purchase of an EMS Rescue Vehicle. (Fire Chief Ray Isom)**

The Covid-19 pandemic response revealed vulnerabilities to provide continuous emergency medical response and transport services to our neighbors in the event of a partial or total failure of the private EMS industry. After determination that the CARES Act Funding allows for the purchases of medical transport vehicles related to Covid-19, the Anna Fire Department believes that the purchase of an ambulance is an appropriate expenditure of CARES Act Funding. Furthermore, the purchase of the ambulance would allow the City to transition to a position of less reliability upon AMR for ambulatory services.

The City has received a written quote attached as Exhibit A (to the resolution) from Frazer Bilt/Mac Haik Dodge to purchase the Class 1 ambulance for the purchase price of \$261,694. The item before the Council allows the City Manager to negotiate and enter into a contract for the purchase of the ambulance, upon legal review, and for the City to proceed forward in acquiring the EMS rescue vehicle.

Outfitting the apparatus will be addressed through separate action under the same funding source.

Time is of the essence in the execution of this as many agencies are considering similar strategies and delivery must occur this calendar year prior to the end of the grant period (12/30/20).

There is a fiscal impact of \$261,694 that will be paid for from CARES Act Funding received by the City.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONTRACT
AND AUTHORIZING EXECUTION OF SAME FOR THE PURCHASE OF AN
EMS RESCUE VEHICLE (AMBULANCE) FROM FRAZER BILT/MAC HAIK

DODGE.

MOTION: Mayor Pike moved to approve the Resolution as presented. Council Member Bryan seconded. Motion carried 6-0.

j. Consider/Discuss/Action on a Resolution to Approve a Special Event Permit for the Christmas event to be held at Sherley Heritage Park on Saturday, November 21, 2020 (Neighborhood Services Manager Ashley Stathatos).

Jennifer Watson, Neighborhood Services Coordinator, has submitted a special event permit application for the City's Christmas event to be held on November 21, 2020 at Sherley Heritage Park. The activities proposed for this event include the celebratory Christmas tree lighting ceremony, visit by Santa Claus, community carolers, Christmas band, Christmas market, arts & crafts, blow-up slides, smore's, hot chocolate, food trucks and a beer & wine garden. If enough sponsorship money is received, staff would like to get a trackless train and either an ice skating rink or snow hill. Staff proposes to extend the event along 4th street this year.

The total expense for the event is estimated at \$30,000. Staff will be soliciting sponsorship money to offset costs as well as vending fees. Expenses include, Christmas tree lights, lights for the train, lights on the trees by the fence, tree decor, decor for 4th street, banners, signage, advertising, electricity and lights, large tents, portable toilets, Santa, band, arts & crafts supplies, blow-up slides, smore's, cocoa, and more activities depending on funding availability.

RESOLUTION REGARDING THE APPROVAL OF A SPECIAL EVENT PERMIT FOR ANNA'S CHRISTMAS EVENT.

MOTION: Mayor Pike moved to approve the Resolution subject to changing the date of the event to December 5th or December 12th. Council Member Bryan seconded. Motion carried 6-0.

9. 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). Social Media; Elections; Open Records; Taxes
- 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). Boards and Commissions; City Attorney annual review

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

Mayor Pike recessed the meeting at 9:42 PM.

Mayor Pike reconvened the meeting at 10:24 PM.

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

No action was taken.

- 11. **Adjourn.**

Mayor Pike adjourned the meeting at 10:25 PM.

Approved on July 14, 2020.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 8.b.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact:

AGENDA ITEM:

Review P&Z Meeting Minutes from June 1, 2020 (Director of Development Services Ross Altobelli)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 06-01-2020 PZ Minutes Signed

APPROVALS:

Lauren Mecke, Planner II
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020

MINUTES
PLANNING AND ZONING COMMISSION
June 1, 2020

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on June 1, 2020, 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 7:06 p.m.

Members present were Wayne Barton, Alonzo Tutson, Danny Ussery, and Donald Henke, with Daniel Moody and Don Callahan absent. Staff present were Ross Altobelli, Lauren Mecke, Olivia Demings, Kevin Johnson with Clark McCoy present via speakerphone.

2. Invocation and Pledge of Allegiance

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

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

There were no citizen comments.

Chairman Tutson thanked Former Commissioner Leslie Voss for her service to the City of Anna.

Chairman Tutson made a brief statement about the murder of George Floyd. Stating that all citizens were currently experiencing fear of the unknown, a fear that men, women, and children who look like himself experience every day. He concluded with an excerpt of the United States Declaration of Independence: "We hold these truths to be self-evident, that all men are created equal".

7. A) Resume the public hearing to consider public comments to rezone 65.0± acres located on the south side of West White Street, 1,293± feet west of Oak Hollow Lane from Planned Development-129A-2004 and Planned Development-667-2014 to one Planned Development and to amend existing planned development standards. Applicant: David Kalohefer, Peloton Land Solutions & Don Collins

The public hearing opened at 7:14 p.m.

Mr. Altobelli stated that the item was tabled at the previous meeting due to concerns over land uses in the proposed C2 district. The applicant was asked to review land uses and has made restrictions. The facts of the zoning case have not changed, but land uses have after applicant consideration. Staff recommends approval.

David Kalohefer, 1100 Frisco St. Frisco, TX, applicant for the project, added that restrictions were made to the approved uses based on Commissioner Barton's previous concerns, nothing else had changed except for the uses.

Ms. Mecke made note of the one additional opposing comment, read into the record by Chairman Tutson.

Nanelle Serio, 1116 Cottonwood Trail, Anna, TX, urged Commissioners to preserve the tree line behind her home, expressing concerns over privacy, drainage, noise, and lighting. She thanked the Commission for tabling the zoning at the previous meeting in order to discuss the regulations further. She asked for the Commission and Developer to consider that many people are moving to Anna for its hometown feel and that this needed to be uncompromised.

The public hearing closed at 7:15 pm.

B) Consider/Discuss/Action on a recommendation regarding the request to rezone 65.0± acres from Planned Development-129A-2004 and Planned Development-667-2014 to one Planned Development and amending existing planned development standards.

Mr. Kalohefer clarified that they wanted to remove Indoor Theaters and Feed and Farm Stores from allowed uses and add Veterinarian with Inside Kennels by SUP.

Commissioner Barton added that he appreciated the applicant seriously considering the comments from the previous meeting and was pleased with the proposed list of prohibited uses. The residents of Oak Hollow refer to being promised green space, although unfortunately this was not the zoning in place during this time they bought their houses, around 2003. They thought that what was there when they bought the house we be there forever, but that is not the case. Now we have a well thought out land plan that is a significant improvement. All my concerns have been addressed.

Chairman Tutson thanked Commissioner Barton, the applicant, and staff for working together to make a good plan.

Commissioner Ussery stated that he went out and talked to Oak Hollow residents who said if they could keep some of the trees behind their homes, a 50 – 100 ft buffer, they would be appeased.

Mr. Altobelli responded that the City does not allow for clear cutting. A tree survey will need to be completed and trees that need to be replaced will be. Trees can be cut for grading and drainage.

Mr. Don Collins, applicant, also spoke with two Oak Hollow residents who mention the 50 ft tree line. Keeping these trees, however, would not be feasible with engineering requirements. Two trees would be planted per lot, with one in the front per city requirement. Mr. Collins intends to put trees requirements in the deed restrictions.

Mr. Kalohefer said trees adjacent to the property line are not strong trees. Some could be kept, but engineering will ultimately dictate this decision.

Commissioner Ussery commented that people do not want to see open space without trees.

Mr. Collins replied that they do not have that anyways. That's what we would intend builders to do, provide quality trees. We would be setting the standards for builders.

Chairman Tutson stated that Mayor and Council did address the tree ordinance recently and everyone will be pleased with the quality of trees. He thanked Commissioner Ussery and Mr. Collins for reaching out to residents. Adding, that staff will make sure no trees are cut down prior to proper procedures.

Mr. Altobelli asked if Mr. Collins and Mr. Kalohefer were willing to add a stipulation to the PD of adding three trees per lot.

Mr. Kalohefer asked what if homeowners wanted to take out the trees to build a pool.

Mr. Altobelli replied that yes, homeowners can get a permit to do this.

Mr. Kalohefer added that there was currently a planned 10 ft landscape buffer between commercial and residential development but agreed with staff to increase buffer to 20ft.

A motion was made by Commissioner Barton with the clarification that Feed and Farm Store, Food Grocery Store, and Indoor Theater uses are prohibited, seconded by Commissioner Henke to recommend approval of the rezone. The vote was unanimous.

C) Consider/Discuss/Action on a recommendation regarding the Concept Plan, The Villages at Waters Creek, Block A, Lots 1-2, Block B, Lots 1-4, Block C, Lots 1-6, 1X, Block D, Lots 1-40, Block E, Lots 1-4, 1X, Block F, Lots 1-20, 1X, Block G, Lots 1-20, associated with the rezoning request.

Mr. Altobelli stated that the concept plan meets stipulations and shows the land scape buffer.

Mr. Kalohefer clarified that they could approve the concept plan as shown and update the buffer from 10 ft to 20 ft after approval.

Commissioner Barton confirmed they were speaking about the landscape buffer on Tract A.

A motion was made by Commissioner Barton with the exception that the landscape buffer on the east side of Tract A, where C1 zoning will abut Oak Hollow, will be increased to 20 ft, seconded by Commissioner Henke to recommend approval of the concept plan. The vote was unanimous.

4. Consider/Discuss/Action on a recommendation regarding the Walker Estate, Block A, Lot 1, Development Plat. Applicant: Gary & Brenda Walker

Mr. Altobelli gave a brief presentation and answered questions from the Commission. Single Family Dwelling located in the ETJ recommended for approval as submitted.

Commissioner Henke asked for clarification of the meaning of Zone X on the plat.

Commissioner Barton answered that Zone X is overflow of the flood plain, the applicants can build there.

A motion was made by Commissioner Barton, seconded by Commissioner Ussery to recommend approval of the development plat. The vote was unanimous.

5. Consider/Discuss/Action on a recommendation regarding the EF Trinity River Addition, Block A, Lot 1, Final Plat. Applicant: David McCaskill

Mr. Altobelli gave a brief presentation and answered questions from the Commission. The property is located in the ETJ and is proposing to consolidate three lots into one. It is recommended for approval with the conditions of providing OSSF notes from Collin County and proof of access to utilities.

Commissioner Barton asked why the applicant submitted a final plat, as opposed to a development plat.

Mr. Altobelli responded that the purpose of this plat was the purchase of the land as one lot.

A motion was made by Commissioner Henke seconded by Commissioner Ussery to recommend approval of the final plat with the conditions of providing Collin County OSSF notes and proof of access to utilities. The vote was unanimous.

6. Consider/Discuss/Action on a recommendation regarding the Anna Ranch, Phase 1, Final Plat.
Applicant: Jamie Marcoux, LJA Surveying

Mr. Altobelli gave a brief presentation and answered questions from the Commission. 257 SF-60 residential lots. Civils have been reviewed and approved. The next step is to approve the final plat before construction begins on public improvements.

Commissioner Barton confirmed with Mr. Altobelli that the plan matched the preliminary plat.

A motion was made by Commissioner Barton, seconded by Commissioner Tutson to recommend approval of the final plat. The vote was unanimous.

8. A) Conduct a public hearing regarding text amendments to Chapter 9 Planning & Development Regulations of the City of Anna Code of Ordinances.

The public hearing opened at 8:01 p.m.

There were no public comments.

Mr. Altobelli gave a brief presentation and answered questions from the Commission. During the last few months, staff has looked at regulations in order to modernize, simplify, and make cost effective. Staff provided changes to the Commissioners a week in advance in order to have time to provide any comments. Number 17 on the proposed changes list, is asking for commission direction on side yard setbacks.

Commissioner Henke agreed that 10% of the lot made sense.

Commissioner Barton agreed, as well, that this made sense and was consistent with development standards in North Texas. We are allowing 5 ft side yards anyways.

Commissioner Ussery recalled that 15ft side yards were discussed in the Neighborhood Design Standards.

Mr. Altobelli responded that no builders were doing 10 ft or 15 ft side yards. The city would have to keep doing PD's for each subdivision, unless 5 ft side yards were adopted into the code.

Commissioner Barton stated that 10% of the lot with a minimum of 5ft would allow for a building separation of 10 ft and most yards would end up with a little bit bigger.

Mr. Altobelli continued, stating that the department is allowing for sustainably conforming site plans to be able to be approved in house for minor changes and will change designee to the Directors of Development Services in order to give the proper authority to whoever needs it and allow staff to

do their jobs. We intend to simply definitions and uses to consolidate and streamline the code and bring it into the future.

The public hearing closed at 8:04 p.m.

B) Consider/ Discuss/Action on a recommendation regarding text amendments to Chapter 9 Planning & Development Regulations of the City of Anna Code of Ordinances.

A motion was made by Chairman Tutson seconded by Commissioner Ussery to recommend approval of the text amendments. The vote was unanimous.

9. Consider action to approve minutes of the May 4, 2020 Planning and Zoning meeting.

Chairman Tutson thanked staff for detailed minutes.

A motion was made by Commissioner Ussery to approve the minutes, seconded by Commissioner Henke. The vote was unanimous.

10. Adjourn

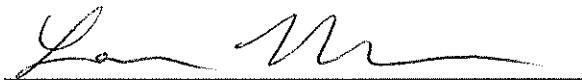
A motion was made by Commissioner Henke seconded by Chairman Tutson to adjourn the meeting. The vote was unanimous. The meeting adjourned at 8:09 p.m.

A handwritten signature in black ink, appearing to read 'Alonzo Tutson', is written over a horizontal line.

Alonzo Tutson

Planning and Zoning Commission Chairman

ATTEST:

A handwritten signature in black ink, likely of a notary or witness, is written over a horizontal line.



Item No. 8.c.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact:

AGENDA ITEM:

Review CDC/EDC Joint Meeting Minutes from the June 3, 2020 Meeting (Economic Development Director Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020



Item No. 8.d.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact:

AGENDA ITEM:

Review CDC/EDC Joint Meeting Minutes from the June 3, 2020 Meeting (Economic Development Director Joey Grisham)

SUMMARY:

Review CDC/EDC Joint Meeting Minutes from the June 3, 2020 Meeting (Economic Development Director Joey Grisham)

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. June 3 2020 CDC EDC Joint Meeting Minutes - signed

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020

Officers:

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

Staff:

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



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

Wednesday, June 3, 2020 at 6:00 pm

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a special-called online meeting at 6:00 p.m. on Wednesday, June 3, 2020. The Anna Community Development Corporation and the Economic Development Corporation participated in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

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

CDC and EDC Board Members Present: Anthony Richardson, Rocio Gonzalez, Michelle Hawkins, Stan Carver and Doris Pierce. **Board Members Absent:** Terry Farrell and Bruce Norwood **Others present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager), Clark McCoy (CDC/EDC Legal Counsel), and Kevin Johnson (IT Manager).

1. **Call to Order. Roll Call and Establishment of Quorum.**
The meeting was called to order by Anthony Richardson, Board President, at 6:05 p.m.
2. **Invocation and Pledge.**
Invocation was given by Anthony Richardson. Pledge of Allegiance was led by Anthony Richardson.
3. **Citizen Comments.**
There were no citizen comments.
4. **Consider/Discuss/Act on approving minutes from the May 7, 2020 CDC Special Called Meeting. (CDC)**
5. **Consider/Discuss/Act on approving minutes from the May 7, 2020 EDC Special Called Meeting. (EDC)**
Rocio Gonzalez made a motion to approve the minutes on behalf of the CDC and EDC for both the April Joint Special Called Meeting. Michelle Hawkins seconded the motion. All were in favor. Motion passed

Officers:

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

Staff:

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

6. **Consider/Discuss/Act on applications for the Small Business Recovery Grant program and approve performance agreements. (CDC)**

Joey Grisham thanked the businesses that applied. Since the Board's last meeting, the City of Anna received funds from Collin County. Collin County received funding from the federal CARES Act. The City of Anna may use these funds for economic recovery and approximately \$191,000 may be allocated for small businesses. As such, the grant program that was advertised will be considered phase one. The CDC Board will make a recommendation to the City Council. Taylor Lough outlined the eligibility for phase one and the applications received.

Anthony Richardson made a motion for the CDC Board to serve in an advisory role to the City Council regarding the Small Business Recovery grant program, and take no action related to the performance agreements. All were in favor. Motion passed.

7. **Consider/Discuss/Act on appointing two (2) Board Members to the Comprehensive Plan Advisory Council. (CDC)**

Joey Grisham reminded the Board that the City is underway with updating the Comprehensive Plan, Parks, Trails, and Open Space Plan, and Downtown Master Plan. Kimley-Horn is the consultant group that will be working with this committee. The Board can appoint two members to serve with other community members to lead Anna into the future.

Anthony Richardson asked if Doris Pierce stated she has an interest in participating in the plan. Lee Miller stated he understood he would like to know who would not be available so the Council would not appoint anyone who was not interested. Anthony Richardson asked who would not be available. Stan Carver asked staff to reach out to the two board members who were not present to determine if they were available to be considered.

8. **Director's Report**

A. Report on current corporate financial status—Discussion Only

B. ED Strategic Plan Update

Joey Grisham shared he should receive April's financial statements soon to better determine the impact of the coronavirus pandemic. We expect this year to be like last year. Sales tax collections continue to improve as new businesses are opening, and other businesses are reopening after the pandemic. While we expect an increase in sales tax collections, we have been asked by the City to stay flat due to the pandemic. The Board will review the budget in the next month or two.

Next month staff expects to bring marketing plan proposals to the Board to take the next step on strategic plan items related to a tagline and increased promotion of the City of Anna. An Anna EDC LinkedIn page has been created and has approximately 170 followers and the Opportunity Anna webpage is high in google searches. We are on pace to accomplish several items this year.

9. **CLOSED SESSION (exceptions):**

- A. Deliberate regarding the purchase, exchange, lease or value of real property. (**Tex. Gov't Code §551.072**) possible property acquisition; possible land sale/purchase; Anna Business Park.

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

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

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

Stan Carver made a motion to enter closed session. Rocio Gonzalez seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 6:11 p.m.

10. **Reconvene into open session and take any action on closed session items.**
Stan Carver made a motion to reconvene into open session. Doris Pierce seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:00 p.m.
11. **Receive reports from staff or Board Members about items of community interest.**
Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

Stan Carver encouraged the public to continue to check the Anna ISD webpage for updates on school reopening. Anna ISD will now allow churches to use their facilities to reconvene. A peaceful march will occur Sunday.

12. **Adjourn.**
Rocio Gonzalez made a motion to adjourn the meeting at 7:29 pm. Doris Pierce seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony D Richardson

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez

Rocio Gonzalez
Secretary of CDC/EDC

Signature: 
Anthony D Richardson (Jul 9, 2020 09:31 CDT)

Email: anthony@opportunityannatx.com

Signature: 
Email: rociogonzalez@yahoo.com

June 3 2020 CDC EDC Joint Meeting Minutes

Final Audit Report

2020-07-09

Created:	2020-07-09
By:	Taylor Lough (tlough@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA84NOEpCeWFaHqFdGPHlqCDb8TnD9fdGR

"June 3 2020 CDC EDC Joint Meeting Minutes" History

-  Document created by Taylor Lough (tlough@annatexas.gov)
2020-07-09 - 2:28:19 PM GMT- IP address: 173.219.29.137
-  Document emailed to Anthony D Richardson (anthony@opportunityannatx.com) for signature
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-  Document e-signed by Anthony D Richardson (anthony@opportunityannatx.com)
Signature Date: 2020-07-09 - 2:31:30 PM GMT - Time Source: server- IP address: 47.222.3.251
-  Document emailed to Rocio Gonzalez (rociocgonzalez@yahoo.com) for signature
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-  Document e-signed by Rocio Gonzalez (rociocgonzalez@yahoo.com)
Signature Date: 2020-07-09 - 3:47:31 PM GMT - Time Source: server- IP address: 72.48.190.69
-  Signed document emailed to Taylor Lough (tlough@annatexas.gov), Anthony D Richardson (anthony@opportunityannatx.com) and Rocio Gonzalez (rociocgonzalez@yahoo.com)
2020-07-09 - 3:47:31 PM GMT



Item No. 8.e.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact:

AGENDA ITEM:

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

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Res. Setting PH dates C19001D20200707CR1 clean

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, on June 18, 2020, MM Anna 325, LLC, a Texas limited liability company, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), within the ETJ of the City, submitted and filed with the City Secretary of Anna (the “City Secretary”) a certain First Amended Petition for the Creation of a Public Improvement District Within the Extraterritorial Jurisdiction of the City of Anna, Texas for the Sherley Tract Public Improvement District (“Petition”), attached as **Exhibit A**, requesting the establishment of the Sherley Tract Public Improvement District for approximately 290.877 acres of property within the ETJ of the City (the “District”); and

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

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

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

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

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

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

WHEREAS, the City Council has determined to hold a public hearing on *August 11, 2020* on the creation of a public improvement district; and

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

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

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

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

Section 3: That a public hearing is hereby called for *August 11, 2020, at 7:00 p.m. at Anna City Hall Administration Building, 111 N. Powell Parkway, Anna, Texas 75409*, for the purpose of hearing public testimony with respect to the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs.

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

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

Section 6: Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is hereby adopted and approved.

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

Section 8: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City

Resolution _____
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and the part of the ETJ of the City where the District is located, and to mail a copy of said Notice to all landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide Notice on or before *July 24, 2020*, which is before the 15th day before the *August 11, 2020* hearing.

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

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

PASSED AND APPROVED ON THIS *14TH DAY OF JULY, 2020*.

ATTEST:

APPROVED:

Carrie L. Smith, City Secretary

Nate Pike, Mayor

EXHIBIT A

First Amended Petition for the Creation of a Public Improvement District

EXHIBIT B

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

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

Time and Place of the Hearing. The public hearing will start at 7:00 p.m. on *August 11, 2020 at Anna City Hall Administration Building, 111 N. Powell Parkway, Anna, Texas 75409.*

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

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

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

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

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

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

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

Comment [LG1]: See: LGC Sec. 372.014. ASSESSMENT PLAN; PAYMENT BY EXEMPT JURISDICTIONS... (b) The municipality or county is responsible for payment of assessments against exempt municipal or county property in the district.

EXHIBIT C

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

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

THENCE S 01°39'27"E, 46.23 feet;

THENCE S 00°07'45"W, 239.62 feet;

THENCE S 00°02'54"E, 240.98 feet;

THENCE S 00°16'10"W, 240.11 feet;

THENCE S 00°05'15"W, 193.73 feet;

THENCE S 00°09'49"W, 159.37 feet;

THENCE S 03°07'30"W, 136.17 feet;

THENCE S 00°10'28"W, 117.40 feet;

THENCE S 89°51'18"E, 18.32 feet;

THENCE N 55°45'18"E, 13.27 feet;

THENCE N 29°20'54"E, 61.95 feet;

THENCE N 82°59'12"E, 29.11 feet;

THENCE S 76°48'02"E, 38.97 feet;

THENCE N 81°31'02"E, 42.52 feet;

THENCE N 64°56'10"E, 12.15 feet;

THENCE S 30°32'08"E, 25.22 feet;

THENCE S 00°14'15"W, 13.28 feet;

THENCE S 32°18'58"E, 21.36 feet;

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THENCE S 78°07'20"E, 14.66 feet;

THENCE N 10°26'29"E, 17.31 feet;

THENCE N 53°35'10"E, 21.88 feet;

THENCE N 78°49'58"E, 15.44 feet;

THENCE S 57°06'59"E, 24.14 feet;

THENCE S 41°22'42"E, 62.38 feet;

THENCE S 01°13'29"E, 28.82 feet;

THENCE S 00°45'46"W, 119.18 feet;

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

THENCE N 89°49'51"E, 933.16 feet;

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

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

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

THENCE S 35°08'19"W, 286.03 feet;

THENCE S 06°06'41"W, 811.64 feet;

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

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

THENCE S 89°09'27"W, 794.06 feet;

THENCE S 89°39'13"W, 1753.66 feet;

THENCE S 89°55'39"W, 746.70 feet;

THENCE S 89°51'39"W, 315.81 feet;

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

THENCE N 20°10'35"E, 140.94 feet;
THENCE N 55°00'59"E, 55.72 feet;
THENCE N 65°08'55"E, 164.54 feet;
THENCE N 24°07'01"E, 75.15 feet;
THENCE N 08°28'12"E, 68.74 feet;
THENCE N 18°33'24"E, 30.27 feet;
THENCE N 39°07'19"E, 204.32 feet;
THENCE N 15°58'26"E, 96.33 feet;
THENCE N 51°42'39"E, 216.49 feet;
THENCE N 10°14'20"E, 39.18 feet;
THENCE N 16°20'38"W, 43.77 feet;
THENCE N 25°38'17"W, 56.21 feet;
THENCE N 30°23'51"W, 42.71 feet;
THENCE N 30°57'56"W, 141.18 feet;
THENCE N 22°04'56"W, 112.22 feet;
THENCE N 08°32'18"W, 237.53 feet;
THENCE N 21°21'56"W, 73.37 feet;
THENCE N 12°45'32"W, 39.65 feet;
THENCE N 04°05'51"E, 114.57 feet;
THENCE N 05°37'47"E, 102.03 feet;
THENCE N 20°12'50"E, 61.91 feet;
THENCE N 15°56'54"E, 37.72 feet;
THENCE N 10°49'32"E, 87.03 feet;
THENCE N 23°29'01"E, 238.46 feet;
THENCE N 60°08'36"E, 217.24 feet;
THENCE N 40°36'12"E, 97.96 feet;

THENCE N 22°54'02"E, 117.90 feet;

THENCE N 54°18'35"E, 58.08 feet;

THENCE N 42°30'22"E, 62.53 feet;

THENCE N 22°13'30"E, 121.36 feet;

THENCE N 31°23'35"E, 106.80 feet;

THENCE N 24°37'01"E, 76.66 feet;

THENCE N 08°41'50"W, 134.21 feet;

THENCE N 30°06'30"E, 75.08 feet;

THENCE N 66°06'02"E, 55.48 feet;

THENCE N 52°19'07"E, 141.40 feet;

THENCE N 18°14'45"E, 95.78 feet;

THENCE N 43°56'12"E, 420.59 feet;

THENCE N 28°03'26"E, 46.51 feet;

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

THENCE N 89°36'40"E, 276.78 feet;

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

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



Item No. 8.f.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve DSI Change Control Authorization change order for SmartGov implementation project for online permitting and reporting (Neighborhood Services Director Marc Marchand).

SUMMARY:

The DSI Change Control Authorization is a change order for the SmartGov project for online permitting for Planning, Building, Fire, Public Works, Code and Parks. The change order is for 20 additional unique permit types totaling \$9,591 and 10 custom reports totaling \$4,558. The total change order is for \$14,149.

The original contract included 29 unique permit types, 25 were included in the original scope of work, and 4 were included for overage that may develop during the implementation process. During the implementation process, new opportunities emerged, and there are now 49 unique permit types that staff would like to put on the SmartGov system. This is a difference of 20 unique permit types, necessitating the need for the change order.

The allocation of permit types is as follows:

Department	Original Contract	Change Order
Planning & Building	20	41
Public Works	3	3
Fire	1	1
Code & Rental Inspection	1	4
Parks	0	3 (No Charge)

The majority of the differential is from the Planning & Building Department which increased from 20 to 41 unique permit types. This past year, the Planning & Building Department hired a new Planning & Development Director and added a number of additional positions as well as took over building inspections. New and improved procedures and processes were implemented, and new permit application forms were created that did not exist before. These improvements led to enhancements in service

levels and an increase in unique permit types.

The other area where the number of unique permit types increased was Code Compliance which increased from 1 to 4 unique permit types. This change is due to adopting the International Property Maintenance Code and amendments to it as well as bringing the Rental Inspection Program in-house. Code Compliance, also, made new permit application forms which caused an increase in the number of unique permit types.

During the implementation process, an additional opportunity to add the Park Department permits presented itself. SmartGov gave the City 3 additional unique permit types for the baseball field rentals, pavilion and gazebo rentals and special event permits at no additional charge.

The other part of the Change Order request is for 10 custom reports to provide supplementary data in a flexible framework that will be of value to city operations. The custom reports will be used for financial management purposes to keep-up with the water and sewer impact fee credits as well as the park credits. The following subdivisions currently have credits: Avery Pointe, Park Place, Pecan Grove, West Crossing, Lakeview and Anna Town Square. Additional custom reports may, also, include data on property violations and the rental registration program.

Over the past year, there has been a substantial amount of progress made within the departments that will be using the SmartGov portal. Staff believes this Change Order is an enhancement of the City's use of the SmartGov system resulting in additional advancements and increased service levels.

FINANCIAL IMPACT:

The financial impact is \$14,149 of which \$9,591 is associated with additional permit types and \$4,558 is associated with custom reports.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the SmartGov change order request.

ATTACHMENTS:

1. SmartGov Change Order

2. Res 2019-07-586 Dude Solutions_SmartGov

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020



DSI Change Control Authorization

Customer Name		Date Submitted
City of Anna, TX		05/19/2020
Change Control No.	SOW / Project Number:	Requestor and Organization
City Of Anna-CD-SG-000292 _CCA001	City Of Anna-CD-SG-000292	Ashley Stathatos, Managing Director of Community Services, City of Anna, TX
Change Type	Description / Costs	Date Scheduled
Scope:	20 additional unique permit types 10 Custom Reports	August 2020
Schedule:	Included within current project go live, tentatively August 2020	
Cost:	One-Time Professional Services; \$14,149 - Additional permit types - \$9,591 - Custom Reports - \$4,558 Recurring - \$0	

Description/Reason of Change								
During configuration conversations with the City of Anna it was determined the 25 license types included within the original statement of work would not fully support Anna's existing licensing, permitting and code enforcement needs. The additional configuration work will be included and completed within the current project timeline. 1) Adding 20 templates to the project scope to capture the permits the City of Anna wants managed within SmartGov. 2) 10 Custom reports to address reporting needs that fall outside of the SmartGov standard reports. DSI and the City of Anna, TX acknowledge billing for the above services will occur after the services are delivered and launched as a part of Anna, TX go live, tentatively planned for August of 2020. DSI agrees to bill this change order in full on the first day of the City of Anna, TX's 2021 fiscal year, starting on Oct 1 as requested by the managing director.								
Impact of Change								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Scope:</td> <td>20 additional permit types, 10 custom reports</td> </tr> <tr> <td>Schedule:</td> <td>Within current timeline of August 2020 go live.</td> </tr> <tr> <td>Cost –Incremental / Overall:</td> <td>\$14,149</td> </tr> <tr> <td>Resources:</td> <td>Brian Higgins, Steven George</td> </tr> </table>	Scope:	20 additional permit types, 10 custom reports	Schedule:	Within current timeline of August 2020 go live.	Cost –Incremental / Overall:	\$14,149	Resources:	Brian Higgins, Steven George
Scope:	20 additional permit types, 10 custom reports							
Schedule:	Within current timeline of August 2020 go live.							
Cost –Incremental / Overall:	\$14,149							
Resources:	Brian Higgins, Steven George							

Acceptance
The undersigned certifies that he or she is an authorized representative of the City of Anna and has full authority to sign this Change Control Authorization and enter into an Agreement on behalf of the City of Anna. By signing below, the authorized City of Anna representative acknowledges that this Change Control Authorization is bound to the Terms and Conditions as originally agreed to within the referenced Statement of Work. This form may be used to add cost to the project or to document decisions and agreement between both parties.

Please return an executed Change Control Authorization form to the following:
Steven George, steven.george@dudesolutions.com, c: 919.606.3675
11000 Regency Parkway, Cary, NC 27511



Acceptance	
Receipt of an executed Change Control Authorization by Dude Solutions via facsimile or electronic signature is considered a valid and legally binding form of receipt.	
DUDE SOLUTIONS, INC.	CITY OF ANNA, TX
Signature: <i>Steven E George Jr</i>	Signature:
Printed Name: Steven E George Jr	Printed Name:
Date: 05/20/2020	Date:

Please return an executed Change Control Authorization form to the following:
Steven George, steven.george@dudesolutions.com, c: 919.606.3675
11000 Regency Parkway, Cary, NC 27511

RESOLUTION 2019-07-586

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A STATEMENT OF WORK AND SUBSCRIPTION AGREEMENT WITH DUDE SOLUTIONS, INC. FOR SMARTGOV PROFESSIONAL SERVICES FOR PLANNING/ZONING, PERMITTING/INSPECTIONS, BUSINESS LICENSING AND CODE ENFORCEMENT SOFTWARE.

WHEREAS, the City of Anna has experienced a record year in the growth of the community; and

WHEREAS, there has been a significant increase in planning and zoning cases, residential and commercial permits; and,

WHEREAS, the City Council's Strategic Plan places a high priority on making process improvements to development and building services; and,

WHEREAS, SMARTGOV Community Development Software is designed to simplify the development process, organize workflow and automate administrative processes; and

WHEREAS, SMARTGOV Community Development Software is expected to decrease processing times for plan review, permits and certificates of occupancy; and

WHEREAS, SMARTGOV Community Development Software provides an online citizen portal, electronic payments, mobile inspections, project tracking, built-in reports and GIS Mapping; and

WHEREAS, the implementation cost for SMARTGOV Community Development Software is \$46,520 and the first- year subscription cost is \$25,721; and

WHEREAS, permit revenues came in higher than forecasted for FY 2018/FY 2019 leaving funds for the first-year subscription cost; and

WHEREAS, the implementation cost for SMARTGOV Community Development Software will not be charged until next fiscal year; and

WHEREAS, the City Council desires to authorize the City Manager to execute a Statement of Work and Subscription Agreement with Dude Solutions, Inc. for SMARTGOV Professional Services for Planning/Zoning, Permitting/Inspections, Business Licensing and Code Enforcement Software;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization of Contract Award.

The City Council hereby approves the Statement of Work and Subscription Agreement with Dude Solutions, Inc. and authorizes, ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Agreement.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 9th day of July 2019.

APPROVED:





Mayor Nate Pike

ATTEST:



Carrie L. Smith, City Secretary

Carrie L. Smith, City Secretary



Software for Smarter Operations

PREPARED FOR

City Of Anna

Ashley Stathatos
Managing Director of Community Services
312 North Powell Parkway
Anna, TX 75409

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

June 03, 2019





This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on 15 users.

Solutions - Subscription	
SmartGov Connector Financial	
SmartGov Connector Merchant	
SmartGov Connector Parcel	
SmartGov Public Portal	
SmartGov User License	
SmartGov Connector GIS	
SmartGov Connector BlueBeam	
Subscription Term: 3 months	
3 months included at no additional cost	
Subtotal: \$0.00	
Implementation & Services	
Fees Configuration (Pages)	
Department Types / General Configuration	
Project Management	
Financial Connector Configuration	
Merchant Connector Configuration	
Parcel Connector Configuration	
Portal Configuration	
Onsite Training 3 day Package	
Map Connector Configuration	
Digital Mark-up Tool Connector Configuration	
Subtotal: \$46,520.00	
Total Initial Investment	
\$46,520.00 USD	





Pricing for the First 12 month Renewal Term is \$28,059.00.

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Anna and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.



Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City Of Anna for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Anna has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"

"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.

Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with City Of Anna to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the City Of Anna has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the City Of Anna's unique business rules.

Following the configuration and modeling work, DSI will train the City Of Anna's team using its jurisdiction-specific configuration. After training, DSI will work with City Of Anna to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the City Of Anna purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions
- The Client will provide a dedicated knowledgeable resource for mapping analysis

- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI implementation specialists begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to City Of Anna 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - Contact information management
 - Contractor license information management
 - Receipt/transaction information management
 - Inspection scheduling information management
 - Configurable screen display settings
- User configuration per Configuration Plan, to include as needed:

- Individual User Rights
- Available Departments
- Available Distribution Groups
- Available Inspection Qualifications
- Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
 - Default list of available queued jobs
 - Queued job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - Standard expiration rules
 - Standard online processing rules [for the portal]
 - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Implementation Specialist within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users
- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements

- Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Implementation Specialist will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
 - Case record reference information
 - Template specific expiration, renewal or interval rules
 - Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - Template specific default workflow steps for Admin, Review, and Final work lists
 - Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Implementation Specialist and approved by the assigned PM. Expanded configuration elements, if approved, may include
 - Non-essential custom attributes
 - Work step dependencies and due dates
 - Step actions and Inspection actions
 - Default Parent-Child case linkages
 - Workflow cycling feature
 - Template specific tab appearance
 - Standard note types and note codes
 - Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:

- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI

- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Implementation Specialist

Assumptions and Constraints

- The scoped number of department templates for this SOW are 25 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates

- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Implementation Specialist. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Implementation Specialist. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied

Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide GIS Layer information and provide shape files or services to setup and consume GIS layers
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate
- Layer formats supported:
 - Map Services
 - Feature Services
 - Tiled Services
 - Web Map Service (WMS)

Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

Deliverables

- Financial Reports with summary and detail information processed in the system:
- Receipt detail
- Reconciliation Reports
- Financial reports for daily extract validation

Assumptions and Constraints

- Client will provide Financial Management System ("FMS") data access for extracts
- Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption
- Extract jobs can be scheduled or run manually

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from

the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

Assumptions and Constraints

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Payment Provider Partners include:
 - ACI Universal (Official Payments) – Integrated Level 1 Payment Process - Postback v2.4
 - Authorize.NET Service Integration method (SIM)
 - BridgePay
 - ETS Corporation – Hosted E-Com Payment Page Service v1.50<
 - First Data Global Gateway Connect v1.3
 - First Data Global Gateway E4
 - FISGlobal – PayDirect Web
 - GovPay
 - PACE Technology Engine
 - PayPal – Pay Flow Pro
 - Point & Pay – Parameter Passing v3.0
 - PayGov
 - Paymentus
 - Reliant Pay
 - TransFirst
 - US Bank – E-Payment Service v12.1 (Elavon)
 - Wells Fargo
 - XpressBillPay

Digital Markup Tool Setup

Configuration to support electronic plan review utilizing Bluebeam Prime Studio.

Deliverables

- Enable the Bluebeam connector
- Configure selected permit types to allow electronic plan review
- Configure specified submittal requirements for the electronic plan review process
- Instruction on the configuration and use of the Bluebeam integration

Assumptions and Constraints

- Electronic plan review is only available in the Permitting module
- Only .PDF files are eligible for electronic plan review
- Training in the use of Bluebeam software will not be included
- Client is responsible for any 3rd party licenses to be acquired for the connector

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Training

Onsite Training

Onsite training will be performed at the client facility of their choice with the appropriate personnel present. The scope of onsite training is detailed below.

Training Options

- Onsite Training Package (3 days) (Includes Travel Expenses)
- Onsite Training Package (4 days) (Includes Travel Expenses)
- Onsite Training Package (2 days) (Includes Travel Expenses)

General Objective – Provide comprehensive "Train-the-Trainer" training to a core group of Client staff SmartGov Users/Administrators in a clear and concise fashion. The training curriculum will follow the standard SmartGov training and will focus on preparing trainers to conduct training sessions for all client end users. The quote includes "custom services" to prepare training materials for the training.

Specific Objectives – Training is divided into modules based on department and/or role. Dude Solutions recommends this structure so that similar operational schemas are represented in each block of instruction. For example, the Licensing Administrator training would occur at a different time than general back-office user training. Experience shows this model offers a more collaborative learning experience and results in maximum value from the training investment.

- User instruction focuses on the performance of day-to-day front desk functions conducted using SmartGov. User topics include permit and license processing, payment/fee collection, and case management
- Super User (Administrator) instruction focuses on the setup and maintenance of background information specific to the Client. Administrator topics include creating users/security groups and determining workflow steps. Additionally, administrators gain requisite knowledge to effect customization changes as well as addressing simple problems that users may encounter

Dude Solutions provides all training materials/user manuals as leave-behind tools which also serve as technical references for basic use, simple troubleshooting, and aid with knowledge retention.

Administrator Training

SmartGov technical training will focus on the Client's staff who will administer the program. The Client's SmartGov administrators should participate in the initial trainer training.

System Administrator training covers all aspects of maintaining the SmartGov system at the client level. System administrators will learn how to create project templates, template values, map out the approval process, create a conditions library, and other tasks to help users manage projects in an efficient and consistent manner. The training also outlines how to add new users and assign appropriate roles and security levels.

Training Objectives:

- Create lookup lists
- Create and maintain templates
- Create workflow processes
- Set up and update fees and fee schedules
- Maintain active users and user roles
- Assign inspections to inspectors
- Manage reports and reporting groups
- Set up print configurations
- Manage project approval process
- Manage parcel information
- Manage complaint information

End-User Training

DSI designed the SmartGov training program to ensure satisfaction and success when using the system. DSI trains all users and IT support personnel on all aspects of the system.

Training Objectives:

- Improvement in user awareness and ability to use the system
- Sufficient technical knowledge transfer for successful systems support
- Ease of training program maintenance after end-of-project contract

The instructor-led training courses take student trainers and super-users through the complete operation of the various functional areas of the system, highlighting how operations and activities in specific areas affect others within the overall business context. At the end of this training cycle, the participants will understand how to perform specific operations and how the system works overall. Participants will also receive special tips on how to effectively coach and train others to use the application successfully.

Training covers functions related to permits, licensing, planning actions, inspection, and code enforcement activities from application intake and receipt through inspections and occupancy. Users learn how to create applications, manage the approval process, assign conditions, collect fees, and create certificates of occupancy, handling the project from submittal to final status.

Training Objectives:

- Create and process applications
- Manage workflow processes
- Manage the permit and plan review life cycle
- Look up, search, and query projects
- Create invoices and collect fees
- Create system reports
- Manage contact information
- Manage contractor information
- Manage code enforcement information
- Manage inspector and inspection information
- Manage parcel information

Inspector Training

Inspector training is specifically tailored for site inspectors and focuses on the system functionality they will use in their day-to-day activities and the inspection module. Participants learn how to enter and search for permits, document inspection results, schedule inspections, note issues and irregularities, and generate reports.

Training Objectives:

- Manage inspections
- Create a new inspection
- Change assigned inspector
- Print reports and inspection schedules
- Create and run form letters for notification and information requests
- View and filter user-to-do list from the mobile app
- Conduct and record inspections in the field with the mobile app

- Take pictures and attach to the case from the mobile app
- Query system data from the mobile app
- Access and view permit data from the mobile app
- Generate documents and letters in the field from the mobile app

Code Enforcement Training

Training is specifically tailored for code enforcement officers or users who track citizen requests and code violations. This class focuses on the system functionality they will use in their day-to-day activities and the code enforcement module. Participants learn how to enter and search for cases, note issues and violations, and generate reports.

The mobile app training educates participants on how to input data while working in the field.

Training Objectives:

- Understand the code enforcement and Inspection Assistant modules
- Create new cases
- Create new case actions
- Manage case and action assignments
- Create and manage a code violation library
- Create and run reports
- Create and run form letters for notification and information requests
- View and filter user-to-do list from the mobile app
- Conduct and record case investigations in the field with the mobile app
- Take pictures and attach to the case from the mobile app
- Query system data from the mobile app
- Access and view permit data from the mobile app
- Generate documents and letters in the field from the mobile app

Adhoc Report Training

Adhoc report training provides training for SmartGov's adhoc report tool, Exago. This overview will provide the training necessary to create, format, organize, and schedule reports in Exago.

Training Objectives:

- Navigate the Adhoc Report site
- Use of: Contents, Index & Search Tabs on the Adhoc Reports page
- Manage Folders
- Manage Report types
- Create & Search for Report/s
- Add Formatting to reports
- Add Parameters & Summary Functions to Report/s
- Duplicate Selected Report/s and Folders
- Schedule Selected Report/s
- Execute Selected Report/s
- Delete reports

Digital Markup Training

The Digital Markup training is contingent on the client's decision to include or not include this feature.

Digital markup training provides users a thorough understanding of how to use the tools and features of the Digital Markup module in SmartGov, as well as how to use the tool within the configured workflow of the digital plan review process. Participants in this training will learn how to upload electronic plan review documents and/or receive the documents via the citizen portal. Once the documents are deemed accepted, the user will learn how to route the documentation to various departments for time sensitive reviews. The users will also learn how to manage planning documents for markup. Corresponding deficiency letters will be generated based on comments entered during the plan review, and users will have multiple options for communicating this information to the applicant/contractor.

Training Objectives:

- Upload/receive electronic documents necessary for review
- Route the documents and send notifications to various departments for timeline sensitive reviews
- Mark up documents, add comments, and code references using the Electronic Plan Review software
- Generate deficiency letters and/or other pertinent letters for communication of plan review status
- Manage the submittal/resubmittal versions of plan review documents and the overall review cycles in the SmartGov software

Deliverables

- Comprehensive training to all Client staff SmartGov Users/Administrators

Assumptions and Constraints

To facilitate training, we expect the client to provide:

- Internet access sufficient for instructor and trainees
- Projector
- Printed hand-outs
- Classroom/office location for on-site training

Web-Based Training

Web-based training will be delivered remotely by a capable SmartGov resource utilizing the DSI standard tool called "Zoom". Zoom is used to deliver remote training and meetings every day. Zoom provides the capability to present materials for training while having the participants either on the phone or using laptop/computer audio as an option. Zoom has a feature to allow different groups to divide up into breakout rooms for specific targeted training as needed. Sessions of training can also be recorded upon requested and provided to the client for retrieval from a DSI project manager's OneDrive site.

Web-based is a cost-saving financial alternative to onsite training and can be tailored to the needs of the client based on the project scope.

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables**DSI will provide the following task deliverables**

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process

- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues

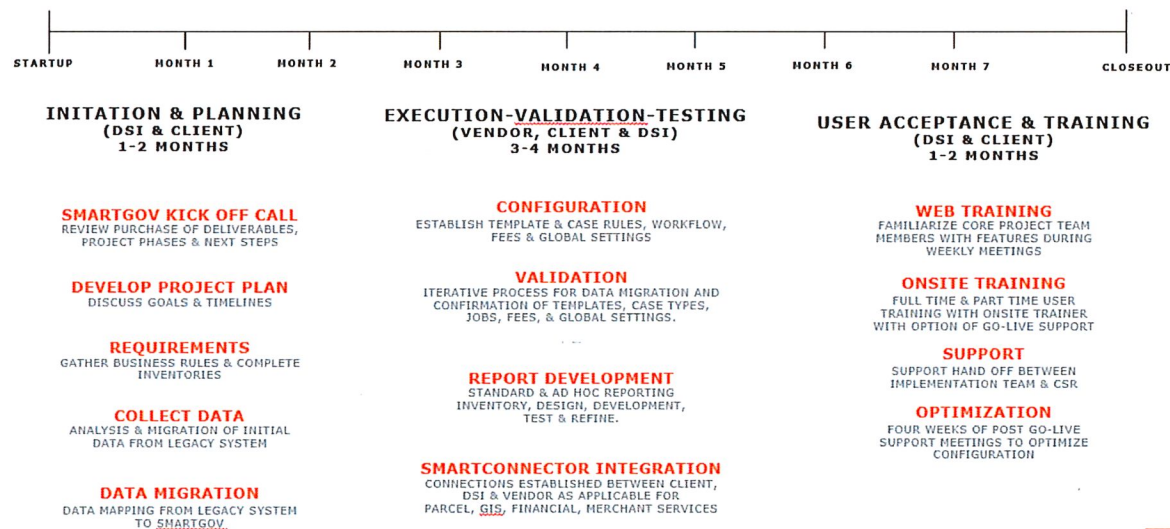
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.

SMARTGOV High Level Process



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.*

- **Senior Technical Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- **Implementation Specialist:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of City Of Anna to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.

- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.
- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.
- **Any request** by City Of Anna to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.

- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.
- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
Implementation Project Lead	30-40%	• Serve as primary Person of Contact • Work with Dude PM to plan and schedule client resources • Manage the scope of the paid services in SOW • Coordinate Client staff assignments • Manage Client activities to meet schedule commitments • Mitigate all implementation risks • Define requirement/layouts of reports purchased • Identify requirements for any connectors purchased • Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	• Attend Implementation/configuration meetings • Define and provide input into configuration • Attend User Acceptance and validation Training • Validate data and configuration • Develop UAT Test Scripts

IT Lead	5-10%	• Manage infrastructure changes to support SmartGov • Provide the data to be migrated from systems • Mitigate any technical issues • Coordinate technical assignments required to implement • SMARTConnectors, including GIS and parcel data
Data Validator / UAT Testing	20-30%	• Validate all data migrated • Comprehend the data in the prior system and how it translates to Community Development • Verify the data that was validated • Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	• Manage SmartGov Configuration • Create user accounts • Handle user access/privileges • Reset passwords • Supervise organization information changes • Regulate system values • Customize attributes • Generate ad hoc reports • Support internal usage of SmartGov
Training Coordinator	10%	• Manage data within SmartGov, specifically: • Accreditations • Task lists • Training Tracks • Assessments • Training Items • Training Location (conference room, off-site, etc.)
User	Case-by-Case	• Participate in SmartGov training • Participate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.
- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - All necessary signatures are recorded on the change request
 - All affected documentation is revised to reflect the change(s)
 - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.

4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).
6	Incorporate	The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.

Project Terms and Conditions

Statement of Work ("SOW") is entered into by and between Dude Solutions, Inc. ("DSI") and City Of Anna pursuant to and subject to the project terms and conditions ("Project Terms and Conditions") specified below.

- A SOW must be signed by an authorized representative of and who has full authority to bind Client before the scheduling and delivery of any software, software support, and the commencement of Professional Services. In addition, the terms of the DSI Online Subscription Agreement as attached as Exhibit A shall apply with the terms of the SOW taking precedence in the event of a conflict. Acceptance by electronic signature is considered a valid and legally binding form of receipt."
- Invoicing terms are Net 30. Invoices unpaid by Client after 30 days of the invoice date will bear interest at the lower of either (a) the rate of 1.5% per month calculated monthly or (b) the highest rate permitted by applicable law.
- All applicable taxes and freight are the responsibility of Client and will appear on invoices as actual cost.
- All orders are subject to credit approval.
- DSI reserves the right to require that overdue Client accounts be paid to current for all prior DSI completed projects before a new SOW can be executed.
- SOW must be accepted and signed by Client within 60 days after which DSI reserves the right to adjust or requote the engagement.
- Employment and Subcontractors. DSI and Client agree that the employees of each may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, DSI and Client each agree not to recruit or employ, either directly or indirectly, a present employee of the other during the term of this SOW between them, and for two (2) years following termination of this SOW. Client further agrees that during the term of this SOW and for six (6) months following the termination of this SOW, it will not, without DSI's prior written consent,

engage any subcontractor which DSI utilizes to provide the services contemplated under the SOW should that be the case.

- Warranties on Services and Work Product:
 - DSI warrants that the Services shall be performed in a professional manner and to standards not less than those generally accepted in the industry. The foregoing Warranty shall not apply to any portion of a deliverable hereunder (a "Work Product") that has been modified by a party other than DSI without DSI's prior written approval.
 - Client's exclusive remedy and DSI's entire liability shall be the re-performance of the Professional Services.
 - **Disclaimer.** Except as expressly provided in this SOW, with respect to the services and the work product, DSI makes and Client receives no other warranties, expressed or implied, and expressly includes all warranties of merchantability and fitness for a particular purpose.
- Term and Termination:
 - The term of this SOW shall be effective and binding, and commence on the date signed by Client and shall terminate as provided herein or upon written acceptance of the work performed with final payment received.
 - **Termination Without Cause.** Either party may terminate this SOW for any reason or no reason by providing the other party with one hundred and twenty (120) days prior written notice.
 - **Termination for Breach.** Except for a party's breach of its confidentiality obligations under this SOW, or any other agreement, current, and existing between both parties (which breach shall give the non-breaching party the right to automatically and immediately terminate this SOW), if either party is in material breach of this SOW, the non-breaching party may provide a written notice to the breaching party specifying the nature of the breach. The breaching party shall have thirty (30) days from receipt of such notice to correct the breach. If the breach is not cured within such period, the non-breaching party may terminate this SOW by providing the breaching party with written notice of termination. Consent to extend the thirty (30) day cure period shall not be withheld unreasonably if the breaching party has commenced cure efforts during such period and pursues cure of the breach in good faith. Notwithstanding the foregoing, if Client is in breach of the payment terms of this SOW and does not correct such breach within ten (10) business days of notice from DSI, DSI may terminate this SOW, and may suspend performance under any other SOW in progress, pending receipt of payment in full.
 - **Other Termination.** Either party may terminate this SOW immediately upon the occurrence of any of the following events with respect to the other party: (a) a receiver is appointed for either party or its material assets; (b) either party becomes insolvent, generally unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors or seeks relief under any bankruptcy, insolvency or debtor's relief law; (c) if proceedings are commenced against either party, under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within sixty (60) days from the date of commencement thereof; or (d) if either party is liquidated, dissolved or ceases operations.
 - **Payment upon Termination.** Following a termination for cause by DSI under the above, Client shall, within ten (10) business days of such termination, pay DSI for all Services properly performed in accordance with this SOW, through and including the date of termination according to the fees and rates set forth in the applicable SOW.

WITNESS WHEREOF, the undersigned have executed this Agreement.

City of Anna, TX

Signature
Jim Proce

Print Name
City manager

Title
July 9, 2019

Date Signed

Dude Solutions, Inc.

Signature

Print Name

Title

Date Signed

EXHIBIT A

DUDE SOLUTIONS, INC.

ONLINE SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions, Inc. (together with its direct and indirect subsidiaries, collectively, "DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.2 "Account User" means: (i) with respect to an Enterprise Application, each employee, consultant and contractor specified by Subscriber to access and use the Subscriber's Account; and (ii) with respect to a Named User Application, each unique Named User for which Subscriber has paid an applicable subscription fee to DSI for such Named User Application.

1.3 "Applications" means the software-as-a-service (SaaS) enterprise asset management applications designed, developed, marketed and made available by DSI, which include, without limitation, the following functionality: enterprise workflow, communication, content and business process logic for facilities, technology, business operations, facility scheduling, building automation, safety planning, crisis management, geographic information systems, energy and transportation management.

1.4 "Confidential Information" means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI's Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Services. Notwithstanding the

foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.5 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Services.

1.6 “Documentation” means the user documentation relating to the Services, including but not limited to descriptions of the functional, operational and design characteristics of the Services.

1.7 “Dude Learn Application” means DSI’s online learning management system dedicated to increasing a subscriber’s time to competency in Applications, which includes, without limitation, (i) learning tracks with the “top tips and tricks” for Applications, and (ii) on-demand knowledge pathways subscribers may use to enhance their skill sets and obtain certifications for Applications. The Dude Learn Application is a Named User Application.

1.8 “Enterprise Application” means each Application that is not a Named User Application.

1.9 “Highly-Sensitive Personal Information” means an Account User’s (i) government-issued identification number (including social security number, driver’s license number or state-issued identified number), (ii) financial account number, credit card number, debit card number, credit report information, in each case with or without any required security code, access code, personal identification number or password that would permit access to such Account User’s financial account; and/or (iii) biometric data.

1.10 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.11 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.12 “Named User” means, with respect to a Named User Application, each unique, identified named user for which Subscriber has paid an applicable named user subscription fee to DSI for such Named User Application.

1.13 “Named User Application” means an Application that DSI (i) limits access and use thereof to Named Users, and (ii) for which the applicable subscription fee is determined based upon the number

of Subscriber's Named Users.

1.14 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located on www.dudesolutions.com.

1.15 "QuickStart Service" means, with respect to each Service, DSI's unique implementation service that is provided to Subscriber with respect to such Service. A DSI advisor is provided by DSI to Subscriber in connection with QuickStart Services in order to help facilitate smooth transition and boost Subscriber adoption of the applicable Services.

1.16 "Services" means each of the Application(s) subscribed to by Subscriber pursuant to this Agreement. Subscriber shall specify each of the Services that Subscriber shall subscribe to as part of its Account registration process.

1.17 "Subscriber" means the legal entity identified on the Account.

1.18 "Subscriber Data" means all data and information provided by or on behalf of Subscriber to a Service, including that which the Account Users input or upload to a Service.

1.19 "Subscription Fee" means, with respect to each Services subscription, the annual subscription fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

1.20 "Third Party" means a party other than Subscriber or DSI.

Section 2.0 Use of the Service; Proprietary Rights

2.1 Use of Service.

(a) *Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Subscription Fees required hereunder), DSI shall permit Subscriber's Account Users to access and use the Services during the Term, including access and use of all of the Content contained in or made available through the Services. Subscriber agrees that it shall use the Services solely for internal business purposes, and access and use of the Services shall be limited to Account Users.

(b) *Account Setup.* To subscribe to the Services, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Services and refuse any and all future use, provided that the Subscriber's Account and usage of the Services shall be restored upon its correction of any untrue, inaccurate, not current or complete information that was entered unintentionally by the Subscriber or any applicable Account User. Each Account User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's right to access and use the Services to a different user; provided, however, that a Named User's right to access and use a Named User Application may be reassigned to a new Named User

replacing such Named User if such replaced Named User has terminated its employment or its relationship with Subscriber or otherwise changes its job status or function within Subscriber and, as a result, no longer requires ongoing use of the applicable Named User Application. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of.

(c) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Services; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(d); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Services; (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Services on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services. Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Services by persons other than Account Users.

(d) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Account login information or otherwise allow access or use the Services to provide any service bureau services or any services on a similar basis; (iv) use any Service in a way not intended by DSI or for any unlawful purpose; (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) copy, frame or mirror any part or content of the Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes; (vii) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services; (viii) remove, obscure, cover or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services or related documentation; (ix) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Services; (x) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (xi) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and (xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. It is the Subscriber's responsibility to enforce this policy for fields beyond DSI's control such as a description or notes field. DSI reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers.

(e) *Additional Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that

Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on DSI servers on Subscriber's behalf. DSI shall provide at least sixty (60) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to DSI servers. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(f) *Third Party Software.* The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third Party software or technology that is incorporated and/or embedded into any Service shall be provided to Subscriber on the license terms set forth this Agreement, unless additional or separate license terms apply as indicated by DSI. To the extent that the Services link to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided by DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Applications, the Services, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Applications and the Services using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Applications, the Services, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of DSI, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with DSI to maintain the confidentiality of the Subscriber Data and (ii) DSI shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

(c) Subscriber acknowledges the Services may utilize Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or

proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.0.

Section 3.0 DSI Responsibilities

3.1 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that shall be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work. DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner.

3.2 Subscriber Data. DSI shall not edit or disclose any information regarding Subscriber's Account, including any Subscriber Data, without Subscriber's prior permission, except in accordance with this Agreement. Notwithstanding the foregoing, DSI is hereby permitted to provide certain statistical information (e.g., usage, average costs or time values, or user traffic patterns) in aggregated and de-identified form to Third Parties or to other Application subscribers.

3.3 Implementation and Support.

(a) DSI shall, in exchange for Subscriber's payment of a non-refundable QuickStart fee for a Service, provide the QuickStart Service for such Service. Subscriber is responsible for scheduling the timing and delivery of each QuickStart Service with DSI. The QuickStart Service with respect to a Service must be performed within the six (6) month period immediately following the date Subscriber initially subscribes to such Service. DSI shall not be obligated to provide the QuickStart Service with respect to a Service after the expiration of such 6-month period.

(b) During the Term DSI shall, as part of Subscriber's Subscription Fees, provide telephone and e-mail support ("Support Services") to Subscriber during the hours of 8:00 a.m. (Eastern time) to 6:00 p.m. (Eastern time), Monday through Friday, excluding holidays.

3.4 Availability. DSI shall use commercially reasonable efforts to make the Services available (i) 99.9% of the time during the hours of 6:00 a.m. (Eastern time) to 10:00 p.m. (Eastern time), Monday through Friday, excluding holidays ("Business Hours"), and (ii) 99.5% of the time, determined on a twenty-four (24) hours a day, seven (7) days a week basis. Availability shall be calculated on a monthly basis. For purposes of calculating availability, the Services shall not be deemed unavailable during any period arising from: (i) routine system maintenance that is performed weekly during non-Business Hours; (ii) scheduled downtime for extended system maintenance (of which DSI shall give at least 8 hours' prior notice and which DSI shall schedule to the extent reasonably practicable outside of Business Hours); and (iii) any unavailability caused by circumstances beyond DSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, non-DSI software or hardware, or denial of service attack.

3.5 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber Data. In addition, if Subscriber is a “Covered Entity” under HIPAA, DSI is Subscriber’s “Business Associate” under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI). DSI shall notify Subscriber within seventy-two (72) hours of any unauthorized use of its Account and/or any other breach of security of the Services that it suspects or becomes aware of that results in the unauthorized disclosure of or otherwise compromise Subscriber Data and/or Highly-Sensitive Personal Information.

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber’s use of the Services, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber’s Account, the Services and a Third Party provider; (iv) be offered additional functionality within the user interface of the Services through use of the Services’ application programming interface; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber’s responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as “certified,” “validated,” “premier” and/or any other designation. DSI does not endorse any sites on the Internet which are linked through the Services. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites.

4.4 Additional Terms. The Disclaimer of Warranties (Section 7.1) and Limitation of Liability (Section 7.3) set forth herein shall apply to all Third Party interactions.

Section 5.0 Subscription Fees

5.1 Subscription Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Subscription Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Subscription Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Subscription Fees no later than thirty (30) days after the receipt of DSI’s applicable invoice therefor. Subscriber is responsible for providing

complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information. Except as otherwise specified herein, Subscriber's payment obligations are non-cancelable and Subscription Fees paid are non-refundable.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3 Reimbursable Expenses. DSI's Professional Service fees do not include travel, lodging or other expenses incurred by DSI unless specified on the Statement of Work. Subscriber shall reimburse DSI for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the performance of Professional Services rendered by DSI to Subscriber.

5.4 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.5 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until all Services subscriptions hereunder have expired or have been terminated (the "Term"). The initial term of each Services subscription shall be for a period of one (1) year (the "Initial Term"). Thereafter, each Services subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew such Services subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to such Services subscription. Notwithstanding the foregoing or any other provisions of this Agreement, all funds for payment by the Subscriber under this contract or any related statement of work are subject to the availability of an annual appropriation for this purpose by the Subscriber's governing body. In the event of non-appropriation of funds by the City Council of the City of Anna for the goods or services provided under this Agreement or any associated statement of work, the Subscriber will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by DSI on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

6.2 Termination of Agreement for Breach. DSI may terminate this Agreement prior to the expiration of the Term if Subscriber commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by DSI; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to terminate one or more of Subscriber's Services subscriptions and/or suspend its performance hereunder (including, without limitation, Subscriber's right to access and use the Services and the Account) until the breach is cured. DSI's exercise of its right to elect any interim measure shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination of Services Subscription.

(a) Either party may terminate a Services subscription prior to the expiration of its applicable term if the other party breaches any term of this Agreement or such Services subscription and, if such breach is capable of cure, such breach is not cured by the breaching party within thirty (30) days after receipt of written notice of such breach from the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days.

(b) Subscriber may terminate any Services subscription (other than a Services subscription for the Dude Learn Application, which is not terminable for convenience) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: clientsuccess@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3(b), Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination), (iii) *divided by* twelve; provided, however, that if DSI receives Subscriber's written notice of termination pursuant to this Section 6.3(b) within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber the entire Subscription Fee for the Initial Term. For avoidance of doubt, no refund shall be granted with respect to fees for training, import or project management, and/or other professional services.

6.4 Stop Providing Service. DSI may, upon 180 days' prior written notice to Subscriber, terminate provision of a Service as a hosted offering. Upon such termination Subscriber may request in writing and be granted a refund in an amount equal to: (i) the Subscription Fee prepaid by Subscriber for such Service for the one-year term during which such termination is effective, *multiplied by* (ii) the number of full months remaining in the applicable one-year term (determined based upon the effective date of termination of such Service), (iii) *divided by* twelve.

6.5 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Services shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.6 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(d), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Disclaimers and Indemnification

7.1 Disclaimer of Warranties. DSI AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. DSI AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DSI AND ITS LICENSORS.

7.2 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend, indemnify and hold harmless Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Services as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Services, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the applicable Service(s) so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the applicable Service(s), or (iii) terminate the Subscriber's Account subscriptions for the applicable Service(s) upon prior written notice and refund to Subscriber any prepaid Subscription Fees covering the remainder of the term of the terminated Account subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the applicable Service(s) in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the applicable Service(s) by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the applicable Service(s) that is not permitted under the terms of this Agreement. This Section 7.2(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Services.

(b) Subscriber shall defend, indemnify and hold harmless DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Services in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such

Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.2(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Services.

7.3 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI OR ANY THIRD-PARTY LICENSOR HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF DSI OR THE APPLICABLE THIRD-PARTY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SUBSCRIBER AGREES THAT DSI'S CRISIS MANAGER AND SAFETY CENTER APPLICATIONS (COLLECTIVELY, "SAFETY APPS") IS A DOCUMENTATION TOOL ONLY, AND THAT EACH OF THE SAFETY APPS IS NOT INTENDED TO PROVIDE EMERGENCY SERVICES OR PROTOCOLS, PROCEDURES OR ACTION PLANS IN THE EVENT OF A CRISIS OR EMERGENCY. SUBSCRIBER FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE FOR: (1) CREATING AND MAINTAINING ITS EMERGENCY ACTION PLAN WITHIN EACH RESPECTIVE SAFETY APP, (2) ENSURING THAT SUBSCRIBER'S EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL ARE PROVIDED ACCESS TO ITS EMERGENCY ACTION PLAN WITHIN THE SAFETY APPS, AND (3) CONTACTING (E.G., CALLING 911) EMERGENCY SERVICES IN THE EVENT OF AN ACTUAL CRISIS OR EMERGENCY. DSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY AS A RESULT OF THIS AGREEMENT AND/OR SUBSCRIBER'S USE OF THE SAFETY APPS FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN THE EVENT OF A CRISIS OR EMERGENCY.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding

to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Authority. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Services is subject to the Privacy Policy. By using the Services, Subscriber accepts and agrees to be bound and abide by the Privacy Policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of Texas, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Subscriber, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that

party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed as follows: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Legal Operations, *with a copy to:* Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon St., Suite 1900, Charlotte, NC 28246, Attn: Richard Dunn.

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to this Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Anti-Corruption; Anti-Boycott and Related Matters. Subscriber has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DSI's employees or agents in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI. DSI hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, as amended or redesignated, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. DSI understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with DSI and exists to make a profit. DSI further represents that neither it nor its parent company, wholly- or majority-owned subsidiaries, or other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201,

Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes DSI and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. DSI understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with DSI and exists to make a profit.

9.14 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber shall not export or re-export the Services in any form without first obtaining the appropriate United States and foreign government approvals. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit Account Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

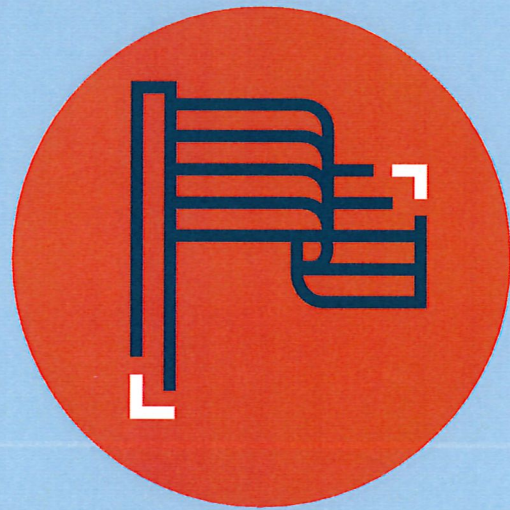
9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Children Under the Age of 13. Websites and/or online applications and services that are collecting information from children under the age of 13 are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA). Subscriber shall not submit, and shall ensure that its Account Users shall not submit, any information from children under the age of 13. DSI does not knowingly collect personal information from children under 13. If Subscriber believes DSI might have any information from or about a child under 13, please contact DSI at: notice@dudesolutions.com or by mail at the following address: Dude Solutions, Inc., 11000 Regency Parkway, Suite 110, Cary, NC 27518 Attn: Operations. If DSI learns it has collected or received personal information for a child under 13 without verification of parental consent, DSI shall delete such information.

9.17 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall promptly notify Subscriber.

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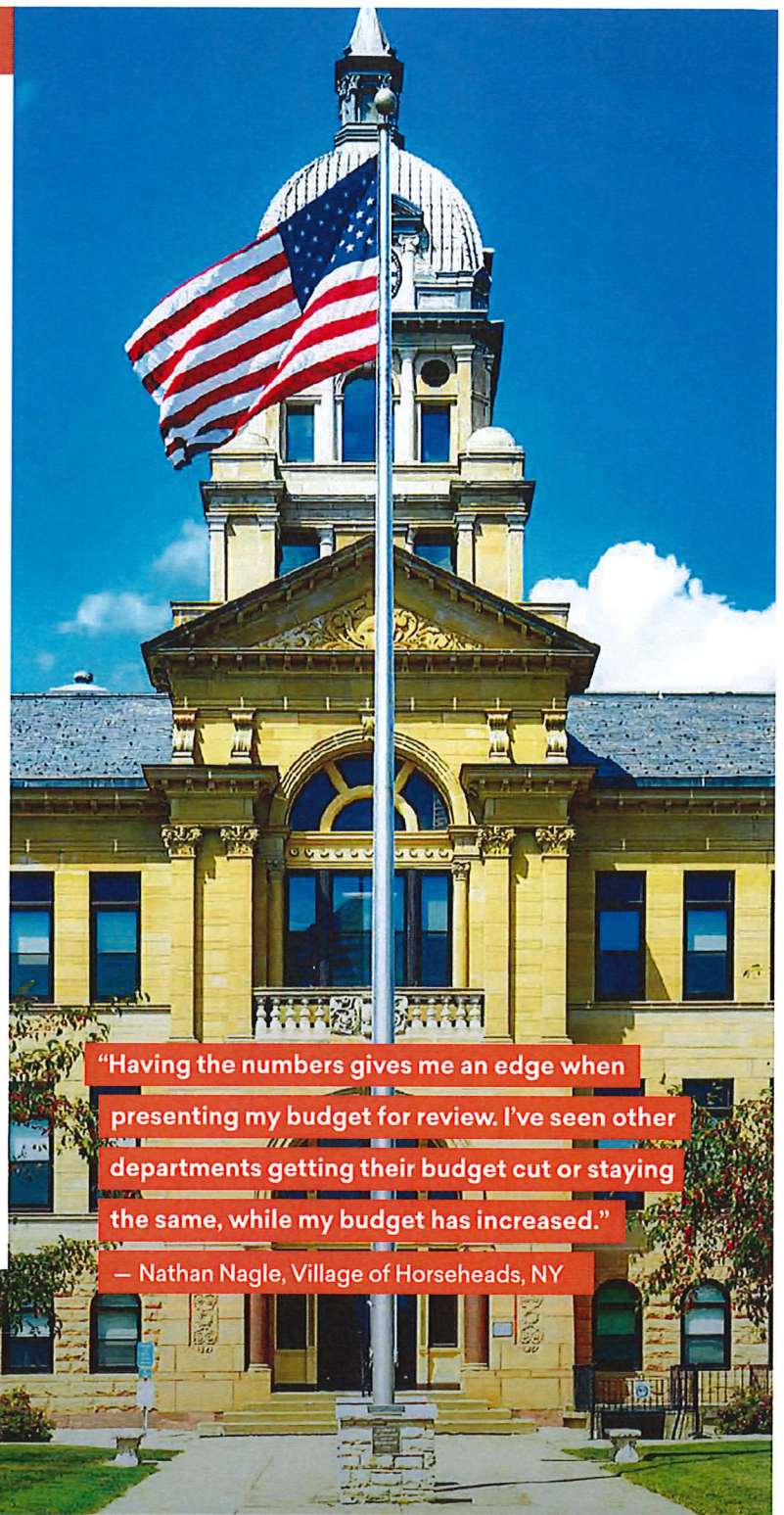


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Our goal at Dude Solutions is simple: to provide you with easy-to-use, affordable solutions to manage all your operational needs and make it easier for you to focus on what matters — maintaining an attractive, safe, well-functioning community your citizens are proud to call home.

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— Eric Garcia, Camrosa Water District

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COMPARE YOUR DATA SO
YOU CAN **BENCHMARK IT**

SHARE YOUR SUCCESS
SO YOU CAN **PROVE IT**

PREDICT THE FUTURE SO
YOU CAN **CHANGE IT**

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No more just getting by. Own your operations and start getting ahead, with software designed to help you manage every operations challenge.



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Get out of that reactive maintenance rut and get clear about the state of your operations so you can make smarter decisions about your institution's future. Manage assets, inventory, work orders, work history and preventive and predictive maintenance all in one place.



CAPITAL FORECASTING

Have the data and confidence you need to make daily decisions that protect the future of your operations. Move from wherever you are today to managing a capital plan that is feasible and effective.



COMMUNITY DEVELOPMENT

Optimize permitting, licensing, code enforcement and inspection processes. Simplify taxation, remove administrative delays and lower overall total cost of ownership. Automate, organize and analyze workflow with a solution that integrates with operations, asset and financial systems.



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Have clear insight into the current state of your energy usage and communicate benchmarks to your team and stakeholders. Reduce your energy spending and carbon emissions with expert help.



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Our tools help you and your department work better together through:

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- › Automated workflows
- › Custom, shareable reports
- › Organized, easy-to-use dashboards

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Item No. 8.g.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Approve a Resolution entering into Chapter 380 Agreements for Phase II of the small business assistance program to provide immediate, short-term financial aid to qualified small businesses in the City of Anna. (Economic Development Director Joey Grisham)

SUMMARY:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump, and the US Treasury established the Coronavirus Relief Fund added by section 5001 of the CARES Act. On May 11, 2020, the Collin County Commissioners Court took the first steps to distribute the CARES Act funds and adopted the 'Collin Cares' recovery plan which provides funding for cities' COVID-19 related costs and business recovery efforts. The City Council and Anna EDC/CDC recognized the economic strain that the COVID-19 pandemic is causing its local businesses, and established a stimulus program on June 9, 2020 from the CARES Act funding from the Interlocal Cooperation Agreement with Collin County to provide limited financial assistance to small businesses located within the city limits. Based on the guidelines and requirements set out, 25% of the city's \$764,646.10 allocation can be utilized for small business grants, which amounts to \$191,162. The Anna Community Development Corporation is administering the COVID-19 Small Business Recovery Grant and making recommendations to the City Council.

Phase I of the program included businesses that pay city sales tax. 28 applications were received--18 fit the criteria, 8 did not meet the criteria, and 2 businesses withdrew. The CDC recommended the 18 businesses that qualified receive grants of \$5,000--they each signed Chapter 380 Economic Development Agreements and received their checks back in June.

Phase II applications included businesses and non-profit corporations. 19 applications were received and the CDC Board recommends that the City Council approve 18 grants of \$5,000 (Exhibit C). One application was returned for review because of questions related to their ability to comply with the Chapter 380 agreement. The Board would like to re-review this application and new information at its next meeting, and thus does not recommend a grant at this time.

FINANCIAL IMPACT:

\$90,000 in CARES funding

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Small Business Grant Resolution (2)
2. Exhibit A--City of Anna Phase II Recovery Grant Guidelines and Application
3. Exhibit B-Phase II Ch. 380 Covid-19-relief-agreement
4. Exhibit C- Awards City of Anna Phase II Recovery Grant
5. Council PHASE II Grant Application Tracking Review

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ENTERING INTO CHAPTER 380 AGREEMENTS FOR PHASE II OF THE SMALL BUSINESS ASSISTANCE PROGRAM TO PROVIDE IMMEDIATE, SHORT-TERM FINANCIAL AID TO QUALIFIED SMALL BUSINESSES IN THE CITY OF ANNA.

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

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

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

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

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

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

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

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

WHEREAS, on June 9, 2020, the Anna City Council established a Small Business Assistance Program and appropriated up to \$191,162 in funds for the program; and

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

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

WHEREAS, the City Council of the City recognizes the economic strain the COVID-19 pandemic is causing its local businesses, and desires to establish a stimulus program from the

CARES Act funding from the Interlocal Cooperation Agreement with Collin County in order to provide limited financial assistance to small businesses located within the city limits; and

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

WHEREAS, the guidelines and criteria for this program are set forth in the attached Exhibit A.

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

SECTION 1. That the guidelines and criteria set forth in **Exhibit A**, which is attached hereto and incorporated herein, include program and application requirements and determine a business's eligibility to receive financial assistance under the program. The City Manager may change the guidelines and criteria or establish additional rules or requirements provided that any such changes or additions comply with all applicable law.

SECTION 2. That the Anna Community Development Corporation is directed to administer the small business assistance program and is authorized to recommend eligible businesses for City Council consideration to make grants that comply with the program requirements, as set forth herein, and is authorized to take any and all other actions it deems necessary to administer the program consistent with the program requirements set forth herein.

SECTION 3. That the City shall enter into Chapter 380 Agreements with each business. Each qualified business is eligible to receive a one-time grant up to \$5,000 if funding is available; provided, however, that all such businesses must enter into a Chapter 380 Agreement in the form attached hereto as **Exhibit B** or as approved as to form by the City Attorney. The City Manager has authority to enter into such Chapter 380 Agreements on behalf of the City.

SECTION 4. That the businesses to which the City anticipates providing grants are listed in **Exhibit C**.

SECTION 5. That this Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ON THIS THE 14TH DAY OF JULY 2020.

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary



City of Anna Phase II COVID-19 Recovery Grant

The City of Anna has designated funding to assist local small-businesses suffering from financial impacts related to the COVID-19 pandemic. One time grants up to \$5,000 will be dispersed amongst qualified applicants in July.

Completed applications and a current Form W-9 are due to the contacts below via e-mail by 5:00 PM on Tuesday, June 30, 2020.

Eligible businesses applying for grant funds must:

- Be a physical, publicly accessible, commercial location existing in the city limits of the City of Anna*
- Have less than 20 employees
- Show proof of ownership of the business
- Be authorized to do business in Texas and listed as "in existence" with the Secretary of State of Texas
- Be current with applicable property tax and applicable sales and use tax payments
- Must at all times be in compliance with all ordinances of the City of Anna unless waived by the City or its designee in writing
- Sign a performance agreement with the City of Anna before funds can be remitted (noncompliance with terms would require the recipient to repay funds)
- Provide proof of the use of grant funds upon request by September 30, 2020 or as extended in writing by the CDC President for a period not to exceed 90 days
- Consent to any financial audit of the applicant and physical inspections of the applicant's premises/operations by CDC designee(s)
- Include a completed Form W-9 form for the business with this application

*Home-based businesses or those located within residential districts are ineligible.

CONTACT: Joey Grisham, Director
 214-831-5394
 joey@opportunityannatx.com

Taylor Lough, Manager
214-831-5321
taylor@opportunityannatx.com

Exhibit A**Phase II COVID-19 Recovery Grant Application**

Business Name		
Business Owner Name(s)		
Physical Address of Business		
Telephone Number(s)		
E-mail Address(es)		
Type of Business / sector. Please include NAICS/SIC code, if applicable.		
Is your business located within the city limits of the City of Anna?	YES	NO
Is your business current with property and sales and use tax payments to the City of Anna?	YES	NO
Does the business have outstanding financial obligations to the City of Anna?	YES	NO
Is the business/applicant authorized to do business and listed as an entity "in existence" with the Secretary of the State of Texas?	YES	NO
Indicate how the City of Anna Phase II COVID-19 Recovery Grant funds will be used, if grant is approved. Uses may include rent/mortgage, utilities, etc. Please explain		
Has your business applied for other economic relief? Please list application, status, and amount received.		
How has your business revenue changed since COVID-19 became a widespread concern in early March 2020? Please provide an estimated percentage.		

A current Form W-9 must also be included for your application to be considered complete. Completed applications and a current Form W-9 are due to the contacts below via e-mail by 5:00 PM on Tuesday, June 30, 2020.

CONTACT: Joey Grisham, Director
 214-831-5394
 joey@opportunityannatx.com

Taylor Lough, Manager
 214-831-5321
taylor@opportunityannatx.com

CHAPTER 380 AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

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

ARTICLE II AUTHORITY AND TERM

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

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

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

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

ARTICLE III DEFINITIONS

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

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

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

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

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

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

“Expiration Date” shall mean the earlier of:

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

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

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

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

ARTICLE IV CITY OBLIGATION

1. COVID-19 Relief Award.

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

2. Incentive Grant.

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

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

- (a) 2020 ad valorem tax receipt showing Business's personal property taxes paid for 2020 (should be available February 2021 at latest);
 - (b) February 2021 Texas Comptroller of Public Accounts sales tax receipt; and,
 - (c) Texas Workforce Commission's Unemployment Tax Services Employer's Quarterly Report filed January 2021 (or comparable TWC statement or receipt showing payroll numbers for January 2021).
3. Confidentiality. The City agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, City will not disclose the information unless required to do so by the Attorney General of Texas or other authority having valid jurisdiction.
4. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the City. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V COVENANTS AND DUTIES

1. Business's Covenants and Duties. Business makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Business.
- (a) Business is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.

- (b) The execution of this Agreement has been duly authorized by Business's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Business's by-laws, or of any agreement or instrument to which Business is a party to or by which it may be bound.
 - (c) Business is not a party to any Bankruptcy proceedings currently pending or contemplated, and Business has not been informed of any potential involuntary Bankruptcy proceedings.
 - (d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits necessary for the operations of the Business), Business has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Anna and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
 - (e) Business shall timely and fully comply with all of the terms and conditions of this Agreement.
 - (f) Business shall cooperate with the City in providing all necessary information to assist them in complying with this Agreement.
 - (g) During the term of this Agreement, Business agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Business shall be in Default (subject to the obligations in Article IV and the remedies in Article VII). Business is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Business or by a person with whom Business contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Business enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.
 - (h) Business shall not have been in arrears and shall be current on its payment of all City taxes and fees that were due and owing prior to Mayor Nate Pike's declaration of a local disaster for public health emergency on March 17, 2020.
 - (i) City has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
2. Compliance and Default. Failure by Business to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the City the right to terminate this Agreement and collect the Recapture Amount, as determined by the City.

ARTICLE VI TERMINATION

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

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

ARTICLE VII DEFAULT

1. Business Events of Default.

- (a) Failure of Business to perform under this Agreement.
- (b) City determines that any representation or warranty contained herein or in any application, financial statement, certificate, report or opinion submitted to City in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against Business or any attachment or other levy against the property of Business with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Business makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in Bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Business or any substantial part of its property, commences any action relating to Business under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Business any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Business by any act indicates its consent to or approval of any trustee of Business or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or
- (e) Business substantially changes its present ownership without written notification to City within thirty (30) days of such change; or
- (f) Business moves the location of the business outside the City or changes the general character of business as conducted at the date hereof or engages in any type of business not reasonably related to its business as presently and normally conducted.

2. Remedies for Default.

- (a) In the event of Default by the Business, the City shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and to recapture one hundred percent (100%) of the Incentive Grant (the “Recapture Amount”) if the Default occurs on or prior to the termination date.
- (b) Business agrees a remedy for Default is the City seeking a mandamus from a court of competent jurisdiction; or the appointment of a receiver in equity with the power to charge and collect rents, purchase price payments, and loan payments; and, apply the revenue from the Project in accordance with this Agreement.

**ARTICLE VIII
MISCELLANEOUS**

- 1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Economic Development Director or City Manager shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City, on behalf of the Parties related thereto.
- 2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- 3. Representations and Warranties. The City represents and warrants to Business that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Business represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 4. Assignment. Business shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the City. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Business of any liability to the City, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The City may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.
- 5. Independent Contractors.
 - (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Business at no time will be acting as an agent of the City and that all

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

- (b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense a party, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (c) No employee of the City, or any board member, or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

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

If intended for City:

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

With a copy to:

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

If to the Business:

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

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

8. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Collin County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
9. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.
10. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

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

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except City approved amendments to this Agreement.
12. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
13. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
14. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
15. Indemnification.

BUSINESS AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF ANNA AND THE ANNA COMMUNITY DEVELOPMENT CORPORATION AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, "RELEASE PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL

REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY BUSINESS UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE RELEASED PARTIES. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY..

16. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
17. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Business, the Business shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE

PAGE(S)

FOLLOW]:

Executed on this _____ day of _____ 2020.

Business: _____

Signed: _____

By: _____

Title: _____

Executed on this _____ day of _____ 2020.

CITY OF ANNA

By: _____

Name: Jim Proce, City Manager

EXHIBIT C



City of Anna Phase II COVID-19 Recovery Grant Recommendations (\$5,000)

Anna Area Historical Preservation Society
Anna Family Healthcare / Janet S. Wheat
Anna Food Mart / Mill and Bill, Inc.
Anytime Fitness / Lonestar Fitness Center LLC
Breaking Free Inc. / Glen Scott Mormon
Eiggam LLC / American Shaman
Essential Nail / H Pham Investments LLC
First Baptist Church
Great Clips / Radhe Kishan Inc.
Greater Anna Chamber of Commerce
JA Bills LLC / Liberty Tax Service
Kangaroo Pouch
Lunchbox Catering LLC
Namaste Fit, LLC
Studio J Your Family Hair Salon
US Nails LLC
Workout Anytime Anna / M4 Anna LLC
Your Healthcare / Y.H. Anna PLLC

Business Name	Anna Area Historical Preservation Society	Anna Family Healthcare / Janet S. Wheat	Anna Food Mart / Mill and Bill, Inc.	Anytime Fitness / Lonestar Fitness Center LLC	Breaking Free Inc. / Gleen Scott Mormon	Eiggam LLC / American Shaman
CDC Recommendation	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Business Owner Name(s)	N/A	Janet S. Wheat, DNP, APRN, FNP-C	Mohammad Awwal	Sanketkumar Desai, Vrunda Desai	Brandon Poteete, Director; Dr. Glen Scott Mormon	Mary Bardroff
Address	101 South Sherley / PO Box 254	813 . White Street #100	2513 N. Powell Parkway #500	804 S. Central Expressway	505 N. Powell Parkway	807 S. Central Expressway, Suite 260
Type of Business	nonprofit 501(c)(3)	healthcare	retail grocer	gym	nonprofit 501(c)(3)	retail CBD
Uses for Grant	Curriculum and documentation for the Anna Depot and museum; Need print materials and technology for storage and presentations; Online presence needs to be current; WiFi is needed	rent, utilities	rent, utilities, employees	mortgage, utility	rent, utilities	rent, utilities
Applications	Applied for education and historic grants, but no economic relief	PPP - approved \$75,647	PPP - approved \$23,771	EIDL - no response	None	PPP - approved \$1,427
Revenue Change	70% decrease; cancelled April countywide Collin County Preservation Celebration and Awards banquet; cancelled pop up book and merchandise sales	50% decrease	20/25% decrease	100% loss of revenue March 20 - May 18; overall revenue down since reopening compared to last year	Have had to become more creative with raising funds	70% loss of business
Notes			Phase I applicant - food related retail / grocery	Phase I applicant - no sales tax		

Essential Nail / H Pham Investments LLC	First Baptist Church	Great Clips / Radhe Kishan Inc.	Greater Anna Chamber of Commerce	JA Bills LLC / Liberty Tax Service	Kangaroo Pouch	Lunchbox Catering LLC	Namaste Fit, LLC
\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Hai Pham / Hung Nguyen	David LeBlanc, Pastor / Heather Fairman	Radhe Kishan	Kevin Hall	Jody and Abby Bills	Jessica Price and Rhonda Rubio	Danielle Chapa	Josh Greathouse
2010 W. White Street, Suite 150	213 W. 2nd Street	2530 W. White Street	312 N. Powell Parkway	817 W. White Street, Suite 200B	9090 CR 423	811 S. Interurban Unit C	811 S. Interurban, Unit B
nail salon	church	salon	nonprofit 501(c)(6)	tax prep, bookkeeping	child care	catering	gym
rent, utilities, payroll	salaries, loan payment, utilities, insurance	payroll, health insurance, rent, utilities, insurance, marketing, loyalty fees, PPE	rent, annual insurance policy, payroll	rent, utilities	moving costs from Anna ISD location (permanently closed) to storage container	rent, utilities, operating costs, marketing to new customers	payroll, marketing, rent, utilities
EIDL - \$10,000	PPP - approved \$32,700 and EIDL \$5,000	PPP - approved for 10 locations \$411,000	EIDL - \$0; does not qualify for PPP or Collin County nonprofit grant	PPP - approved for \$13,000 but have not received money	PPP - 2.5 months of payroll	PPP - approved \$3,400	EIDL - \$1,000
lost approx. \$60,000 in revenue	March through May revenue declined 37% from previous 3 months; average monthly revenue decline 10%	Closed March 20 - May 10th	golf tournament postponed (6% revenue); optional membership of mostly small businesses has dropped significantly	decline of 15% from last year, which expected to make up next month; more payroll costs due to tax deadline extension	40% decrease in attendance since early March	50% decrease	50% decrease
Phase I applicant - no sales tax					Phase I applicant - no sales tax; Address zoned residential		Phase I applicant - no sales tax

Studio J Your Family Hair Salon	US Nails LLC	Workout Anytime Anna / M4 Anna LLC	Your Healthcare / Y.H. Anna PLLC	Italian Villa Anna
\$5,000	\$5,000	\$5,000	\$5,000	No award at this time; Review new information at next CDC Meeting (7/30)
Richard and Traci Curtis	Anh T. Tran	John Waskow	Tracy Windham	Viona Vraiqi
2010 W. White Street	2513 N. Powell	2010 W. White Street #140	2100 W. White Street, Suite 150	804 S. Central Expressway, Suite 212
salon	salon	gym	healthcare	restaurant
gift to stylists and barber who lost 75% of their income; advertising, donated haircuts to Breaking Free and Anna ISD	employee wages, rent, utilities, materials	utilities, equipment, rent	to pay off debt (credit card and line of credit) accumulated (used for payroll and bills) during the last 3 months due to reduced revenue	utility bills, supply invoices, uniform services
PPP - approved \$36,000	EIDL - applied; TWC unemployment benefits	PPP - approved \$27,642	EIDL - \$75,000	PPP - pending
Lost over \$20,000 in 7 week closure	85%	100% loss of revenue from March 20 - May 18	Average per day patient visit dropped from 27 to 6 resulting in a 400% reduction in daily collections	50% decrease
Phase I applicant - no sales tax		Phase I applicant - no sales tax		Agreement unsigned from Phase I; possible location change

CITY OF ANNA

CITY COUNCIL

July 14, 2020

Development Plat: G2 Motorsports Park Addition, Block A, Lot 1

Applicant: Cecil A Cheshier, P.E.

AGENDA ITEM:

Approve a Resolution approving the Development Plat for G2 Motorsports Park Addition, Block A, Lot 1.

SUMMARY:

Motorsports Park on one lot on 180.6± acres located at the northeast corner of E Houston Street (FM 2862) and N Broadway Avenue. Located within the extraterritorial jurisdiction (ETJ).

The purpose for the development plat is to construct a motorsports park and related site improvements.

RECOMMENDATION:

Planning & Zoning Commission recommended approval as submitted.

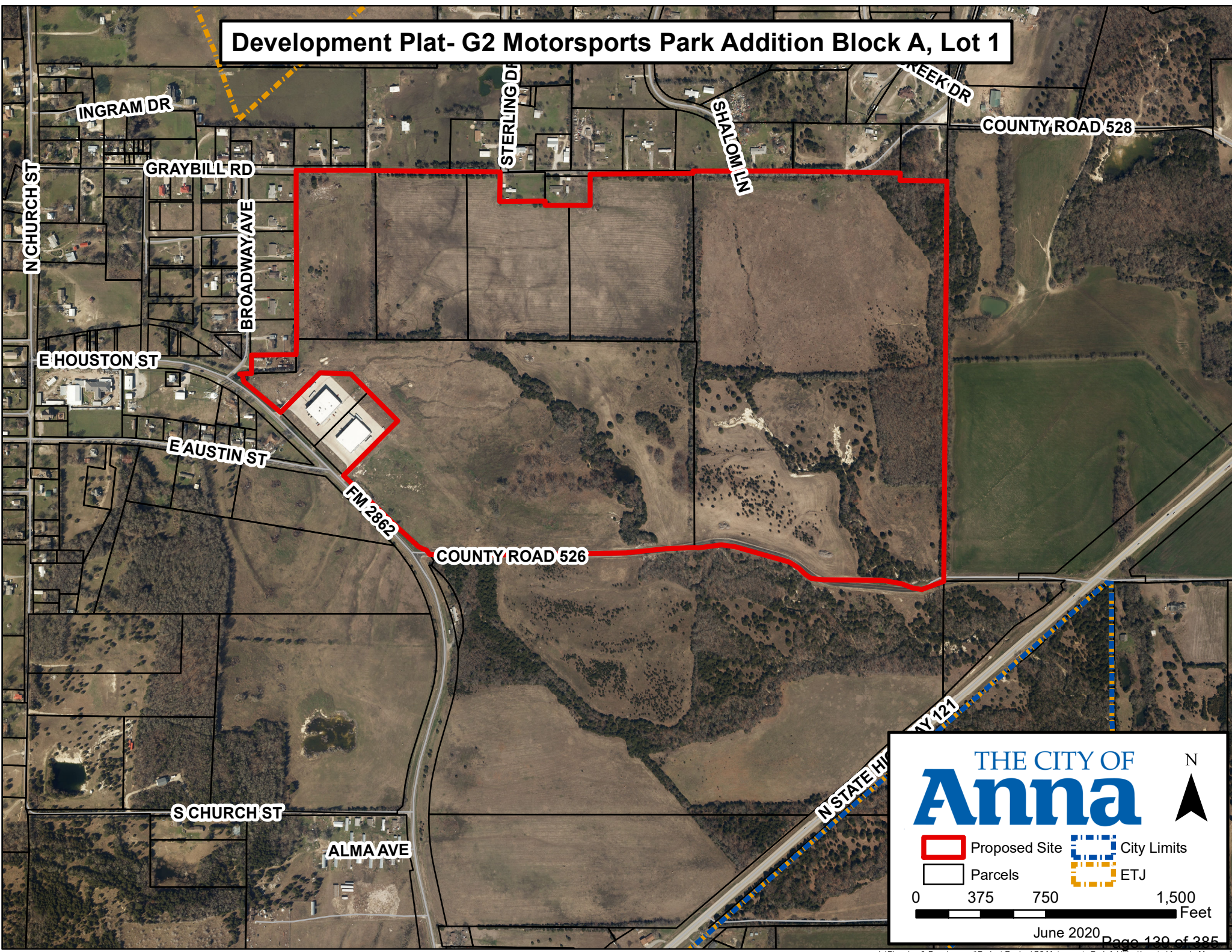
ATTACHMENTS:

Locator

Exhibit

Resolution

Development Plat- G2 Motorsports Park Addition Block A, Lot 1



THE CITY OF
Anna

N

Proposed Site
Parcels
City Limits
ETJ

0 375 750 1,500 Feet

June 2020

180.619 ACRES
J. CHALMERS SURVEY A - 233
COLLIN COUNTY, TEXAS

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE J. CHALMERS SURVEY, ABSTRACT NUMBER 233 COLLIN COUNTY, TEXAS BEING ALL OF CALLED 10.37 ACRE TRACT DESCRIBED IN THE DEED TO LOU GIGLIOTTI AS RECORDED IN DOCUMENT NUMBER 20180627000799700 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, ALL OF A CALLED 12.00 ACRE TRACT DESCRIBED IN THE DEED TO YAMANI GROUP, L.L.C. AS RECORDED IN DOCUMENT NUMBER 20161115001552870 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, ALL OF TRACT OF LAND DESCRIBED IN THE DEED TO LOU GIGLIOTTI AS DESCRIBED IN DOCUMENT NUMBER 20161115001552870 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, ALL OF A CALLED 14.5155 ACRES TRACT OF LAND DESCRIBED AS TRACT 2 TO LOU GIGLIOTTI AS RECORDED IN DOCUMENT NUMBER 20140703000688450 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, A PART OF A CALLED 59.43 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 TO LOU GIGLIOTTI AS RECORDED IN DOCUMENT NUMBER 20140703000688450 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, ALL OF A CALLED 75.957 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO LOU GIGLIOTTI AS RECORDED IN DOCUMENT NUMBER 20150512000550420 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND ALL OF A CALLED 0.591 ACRE TRACT DESCRIBED IN THE DEED TO LOU GIGLIOTTI AS RECORDED IN DOCUMENT NUMBER 20200415000536740, OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERN NORTHEAST CORNER OF HEREIN DESCRIBED TRACT AT THE SOUTHEAST CORNER OF A CALLED 2 ACRE TRACT OF LAND DESCRIBED N THE DEED TO SAM JENKINS AS RECORDED IN DOCUMENT NUMBER 96-0101600, DEED RECORDS OF COLLIN COUNTY, TEXAS IN THE WEST LINE OF A CALLED 114.627 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO VICTOR A WOODLING JR. OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AT THE MOST EASTERN NORTHEAST CORNER OF SAID 75.957 ACRE TRACT;

THENCE SOUTH 00 DEGREES 44 MINUTES 54 SECONDS WEST WITH THE EAST LINE OF HEREIN DESCRIBED TRACT AND THE WEST LINE OF SAID VICTOR A. WOODLING JR. TRACT A DISTANCE OF 2216.07 FEET TO A CAPPED IRON ROD SET FOR CORNER ON THE NORTH SIDE OF A GRAVEL SURFACE ROADWAY UNDER APPARENT PUBLIC USE POSTED AS COUNTY ROAD 526 AT THE SOUTHEAST CORNER OF SAID 75.957 ACRE TRACT;

THENCE THE FOLLOWING EIGHTEEN (18) CALLS ALONG SAID COUNTY ROAD;

THENCE SOUTH 61 DEGREES 43 MINUTES 05 SECONDS WEST A DISTANCE OF 86.68 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 66 DEGREES 27 MINUTES 27 SECONDS WEST A DISTANCE OF 79.49 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 80 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 71.49 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 69 DEGREES 27 MINUTES 57 SECONDS WEST A DISTANCE OF 69.55 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 78 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 110.20 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 89 DEGREES 51 MINUTES 40 SECONDS WEST A DISTANCE OF 342.95 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 82 DEGREES 47 MINUTES 50 SECONDS WEST A DISTANCE OF 71.89 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 54 DEGREES 15 MINUTES 18 SECONDS WEST A DISTANCE OF 41.95 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 43 DEGREES 39 MINUTES 55 SECONDS WEST A DISTANCE OF 48.65 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 59 DEGREES 27 MINUTES 48 SECONDS WEST A DISTANCE OF 65.90 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 74 DEGREES 07 MINUTES 19 SECONDS WEST A DISTANCE OF 325.79 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 81 DEGREES 36 MINUTES 25 SECONDS WEST A DISTANCE OF 80.54 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 82 DEGREES 55 MINUTES 49 SECONDS WEST A DISTANCE OF 135.02 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 88 DEGREES 39 MINUTES 24 SECONDS WEST A DISTANCE OF 20.86 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 88 DEGREES 51 MINUTES 26 SECONDS WEST A DISTANCE OF 165.12 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 84 DEGREES 21 MINUTES 35 SECONDS WEST A DISTANCE OF 231.25 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 89 DEGREES 34 MINUTES 38 SECONDS WEST A DISTANCE OF 727.03 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 89 DEGREES 33 MINUTES 25 SECONDS A DISTANCE OF 406.89 FEET TO A CAPPED IRON ROD SET FOR CORNER AT THE SOUTHWEST CORNER OF SAID 59.43 ACRE TRACT IN THE NORTHEAST RIGHT-OF-WAY OF F.M. 2862;

THENCE NORTH 34 DEGREES 23 MINUTES 38 SECONDS WEST WITH THE NORTHEAST RIGHT-OF-WAY OF F.M. 2862 A DISTANCE OF 28.57 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 66 DEGREES 08 MINUTES 57 SECONDS WEST WITH THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 2862 A DISTANCE OF 54.00 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE WITH THE NORTHEAST RIGHT-OF-WAY LINE OF F.M. 2862 AND A CURVE TO THE LEFT HAVING AN ARC LENGTH 131.39 FEET, A RADIUS OF 999.93 FEET, A DELTA ANGLE OF 7 DEGREES 31 MINUTES 44 SECONDS AND WHOSE CHORD BEARS NORTH 41 DEGREES 48 MINUTES 57 SECONDS WEST A DISTANCE OF 131.30 FEET WITH THE NORTHEAST LINE OF SAID F.M. 2862;

THENCE NORTH 45 DEGREES 46 MINUTES 47 SECONDS WETS WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 2862 A DISTANCE OF 449.30 FEET TO A CAPPED IRON ROD SET FOR CORNER THE SOUTH CORNER OF LOT 2, LG MOTORSPORTS PARK ADDITION AS RECORDED IN DOCUMENT NUMBER 20190109010000110, PLAT RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 44 DEGREES 37 MINUTES 14 SECONDS EAST WITH THE SOUTHEAST LINE OF SAID LOT 2 A DISTANCE OF 438.01 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 45 DEGREES 22 MINUTES 46 SECONDS WEST A DISTANCE OF 384.68 FEET TO A CAPPED IRON ROD SET FOR CORNER AT THE NORTH CORNER OF LOT 1 OF SAID ADDITION;

THENCE NORTH 88 DEGREES 30 MINUTES 03 SECONDS WEST A DISTANCE OF 178.55 DEGREES TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 44 DEGREES 37 MINUTES 14 SECONDS WEST A DISTANCE OF 317.49 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 2862;

THENCE SOUTH 44 DEGREES 37 MINUTES 14 SECONDS WEST A DISTANCE OF 317.49 FEET WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 2862;

THENCE NORTH 45 DEGREES 32 MINUTES 59 SECONDS WEST A DISTANCE OF 73.89 FEET TO CAPPED IRON ROD SET FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 2892;

THENCE WITH THE NORTHEAST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 217.23 FEET, A RADIUS OF 99.93 FEET, A DELTA ANGLE OF 12 DEGREES 26 MINUTES 49 SECONDS AND WHOSE CHORD BEARS NORTH 52 DEGREES 04 MINUTES 27 SECONDS WEST A DISTANCE OF 216.80 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 10 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 40.00 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 71 DEGREES 19 MINUTES 57 SECONDS WEST A DISTANCE OF 15.00 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE WEST LINE OF BROADWAY STREET;

THENCE NORTH 88 DEGREES 42 MINUTES 04 SECONDS EAST A DISTANCE OF 70.72 FEET TO A CAPPED IRON ROD FOUND MARKED "3048" FOR CORNER;

THENCE NORTH 00 DEGREES 15 MINUTES 01 SECONDS WEST A DISTANCE OF 100.05 FEET TO A CAPPED IRON ROD SET OR CORNER IN THE WEST LINE OF SAID BROADWAY STREET;

THENCE NORTH 88 DEGREES 59 MINUTES 32 SECONDS EAST A DISTANCE OF WITH THE SOUTH LINE OF LOT 6 OF CONNINGHAM ADDITION AS RECORDED IN DOCUMENT NUMBER 20061012010004450, PLAT RECORDS OF COLLIN COUNTY, TEXAS A DISTANCE OF 258.05 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 00 DEGREES 07 MINUTES 19 SECONDS WEST WITH THE WEST LINE OF HEREIN DESCRIBED TRACT AND THE EAST LINE OF SAID CONNINGHAM ADDITION A DISTANCE OF 1047.48 FEET TO A PK NAIL SET FOR CORNER IN OR NEAR THE CENTER OF AN ASPHALT SURFACE ROADWAY UNDER APPARENT PUBLIC USE POSTED AS GRAYBILL ROAD;

THENCE SOUTH 89 DEGREES 24 MINUTES 56 SECONDS EAST ALONG SAID GRAYBILL ROAD A DISTANCE OF 1191.04 FEET TO A PK NAIL SET FOR CORNER THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN THE DEED TO TOMMY GREEN AS RECORDED IN DOCUMENT NUMBER 20090910001132310 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 13 MINUTES 19 SECONDS WEST WITH THE WEST LINE OF SAID TOMMY GREEN TRACT A DISTANCE OF 168.21 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89 DEGREES 41 MINUTES 42 SECONDS EAST A DISTANCE OF 520.20 FEET TO A 1 INCH PIPE FOUND FOR CORNER THE SOUTHEAST CORNER OF A TRACT OF LAND DEED TO KAREN GIGLIOTTI AND LOUIS GIGLIOTTI AS RECORDED IN DOCUMENT NUMBER 20180624001066150 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 18 MINUTES 18 SECONDS EAST WITH THE EAST LINE OF SAID KAREN AND LOUIS GIGLIOTTI TRACT A DISTANCE OF 168.00 FEET TO A PK NAIL SET FOR CORNER IN OR NEAR THE CENTER LINE OF SAID GRAYBILL ROAD;

THENCE SOUTH 89 DEGREES 30 MINUTES 20 SECONDS EAST ALONG OR NEAR THE CENTER OF SAID GRAYBILL ROAD A DISTANCE OF 1784.78 FEET TO A CAPPED IRON ROD SET FOR CORNER IN THE WEST LINE OF SAID 2 ACRE TRACT;

THENCE SOUTH 00 DEGREES 55 MINUTES 38 SECONDS WEST A DISTANCE OF 108.00 FEET TO A CAPPED IRON ROD SET FOR CORNER THE SOUTHWEST CORNER OF SAID 2 ACRE TRACT;

THENCE SOUTH 89 DEGREES 04 MINUTES 22 SECONDS EAST WITH THE SOUTH LINE OF SAID 2 ACRE TRACT A DISTANCE OF 281.00 FEET TO THE POINT OF BEGINNING ENCLOSING 180.619 ACRES OF LAND, MORE OR LESS.

I, J.E. THOMPSON II, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND AND THAT ALL CORNERS ARE SET WITH 1/2" CAPPED IRON RODS OR FOUND AS INDICATED.

J.E. Thompson II, R.P.L.S.
TEXAS REGISTRATION NO. 4857



LINETYPE LEGEND	
PROPERTY LINE	---
EASEMENT LINE	---
DEED LOT LINES	---
ADJOINER LINES	---
WATER LINE	WL
SEWER LINE	SS
GAS LINE	GL
COMMUNICATIONS LINE	UC
OVERHEAD UTILITY	---
ELECTRIC LINE	---
ASPHALT ROAD	---
GRAVEL ROAD	---
FENCE LINES	X
SURVEY LINES	---

TOMMY GREEN
= 20090910001132310
O.P.R.C.C.T.

KAREN GIGLIOTTI &
LOUIS GIGLIOTTI
= 20180624001066150
O.P.R.C.C.T.

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
CUNNINGHAM ADDITION
DOCUMENT NUMBER
20061012010004450
P.R.C.C.T.

L36
CIRS
L34
CIRS
L33
CIRS
L32
CIRS
FUTURE RIGHT-OF-WAY DEDICATION

LOT 1
LOT 2
LG MOTORSPORTS PARK ADDITION
DOC. NO. 20190109010000110
P.R.C.C.T.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	142.62	608.74	13°52'11.94" N	E 147.00'	147.00'
C2	39.02	261.13	18°33'38.04" N	72°00'49" E	38.98'

GENERAL NOTES

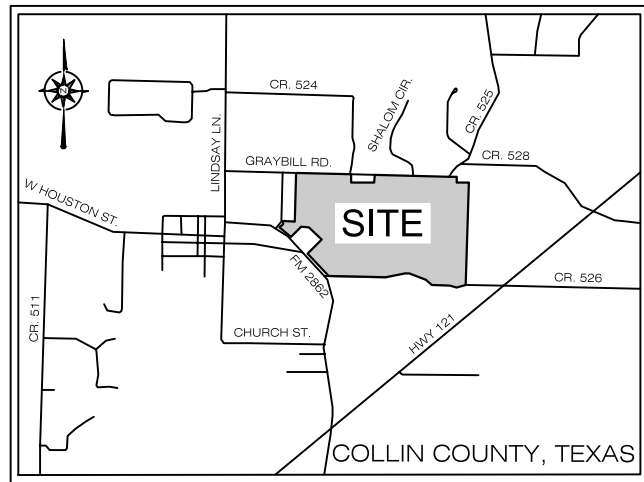
NOTES:

- BEARING BASIS DERIVED FROM GPS OBSERVATIONS MADE ON THE GROUND. TEXAS NORTH CENTRAL NAD 83 (GRID).
- ALL IMPROVEMENTS WITHIN PROPERTY ARE PROPOSED.
- THERE SHALL BE A 25 FOOT BUILDING SETBACK FROM ALL PROPERTY LINES.

FLOOD STATEMENT: I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE TOWN OF WESTMINSTER, COLLIN COUNTY, TEXAS, COMMUNITY NUMBER 480758, AND FOR COLLIN COUNTY, TEXAS, COMMUNITY NUMBER 480130, EFFECTIVE DATE 06-02-2009 AND THAT MAP INDICATES THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS SHOWN IN PANEL 0180 J OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

LEGEND	
● = PROPERTY CORNER	CM = CONTROL MONUMENT
● = BENCHMARK	BF = BEARING BASIS
⊠ = TELEPHONE/UTILITY RISER (TRUR)	FF = FINISHED FLOOR
⊠ = BURIED CABLE MARKER (BCM)	MFCP = METAL FENCE CORNER POST
⊠ = TELEPHONE MANHOLE (TMH)	WFPCP = METAL FENCE CORNER POST
⊠ = POWER/UTILITY POLE (PP/UP)	PL = PLATTEED CALLS
⊠ = LIGHT POLE (LP)	POB = POINT OF BEGINNING
⊠ = GUY WIRE (GUW)	R.O.W. = RIGHT-OF-WAY
⊠ = ELECTRIC VAULT (EVT)	D.E. = DRAINAGE EASEMENT
⊠ = ELECTRIC TRANSFORMER (TRAN)	E.E. = EASEMENT
⊠ = WATER METER (WM)	U.E. = UTILITY EASEMENT
⊠ = WATER VALVE (WV)	W.E. = WATER EASEMENT
⊠ = FIRE HYDRANT (FH)	P.U.E. = PUBLIC UTILITY EASEMENT
⊠ = WATER MANHOLE (WMH)	BL = BUILDING/SETBACK LINE
⊠ = BURIED PIPELINE MARKER (BPM)	A.E. = ACCESS EASEMENT
⊠ = GAS METER (GM)	F.E. = FIRELANE EASEMENT
⊠ = GAS VALVE/TEST STATION (GVTS)	S.W.E. = SIDEWALK EASEMENT
⊠ = GAS WELL HEAD (GWH)	S.S.E. = SANITARY SEWER EASEMENT
⊠ = PROPANE TANK (PT)	IRF = IRON ROD FOUND
⊠ = SEPTIC CLEANOUT (C/O)	CIRF = CAPPED IRON ROD FOUND
⊠ = SEPTIC UD (SEPT)	CIRS = CAPPED IRON ROD SET
⊠ = SANITARY SEWER MANHOLE (SSMH)	PKF = PK NAIL FOUND
⊠ = STORM DRAIN MANHOLE (SDMH)	PKS = PK NAIL SET
⊠ = SIGN (SIGN)	CON = CONCRETE SURFACE
⊠ = FLAGPOLE (FP)	ASF = ASPHALT SURFACE
⊠ = MAILBOX (MB)	GRV = GRAVEL SURFACE
⊠ = ABSTRACT CORNER	

Course	Bearing	Distance
L1	S 00°13'19" W	168.21'
L2	N 00°18'18" E	168.00'
L3	S 00°55'38" W	109.00'
L4	S 61°43'05" W	86.68'
L5	S 66°27'27" W	71.49'
L6	N 80°13'13" W	54.16'
L7	N 69°27'57" W	69.55'
L8	N 78°59'07" W	110.20'
L9	N 89°51'40" W	342.95'
L10	N 82°47'50" W	71.89'
L11	N 54°15'18" W	41.95'
L12	N 43°39'55" W	48.65'
L13	N 59°27'48" W	65.90'
L14	N 74°07'19" W	325.79'
L15	N 81°36'25" W	80.54'
L16	S 82°55'49" W	135.02'
L17	N 88°39'24" W	20.86'
L18	S 88°51'26" W	165.12'
L19	S 84°21'35" W	231.25'
L20	S 89°34'38" W	727.03'
L21	N 89°33'25" W	406.89'
L22	N 34°23'38" W	28.57'
L23	N 68°08'57" W	54.00'
L24	Rad: 999.93' A: 131.39' CA: 7°31'44" Tan: 65.79' Chd: N 41°48'57" W 131.30'	
L25	N 45°46'47" W	449.51'
L26	N 44°37'14" E	438.01'
L27	N 45°22'46" W	384.68'
L28	N 88°30'03" W	178.55'
L29	S 44°37'14" W	317.49'
L30	N 45°32'59" W	73.89'
L31	Rad: 999.93' A: 217.23' Tan: 109.04' CA: 12°26'49" Chd: N 52°04'27" W 216.80'	
L32	N 10°26'27" W	40.00'
L33	N 71°19'57" W	15.00'
L34	N 88°42'04" E	70.72'
L35	N 00°15'01" W	100.05'
L36	N 88°39'32" E	258.05'



VICINITY MAP
(NOT TO SCALE)

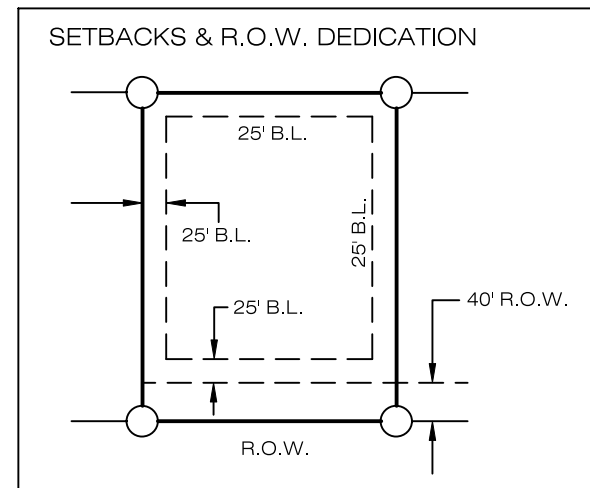
OWNER / DEVELOPER
LOU GIGLIOTTI
9077 LAKEBRIDGE DRIVE
PRINCETON, TX 75908
PHONE: (214)-679-8907

CIVIL ENGINEER
CECIL A. CHESHER, P.E.
CARDINAL STRATEGIES
ENGINEERING SERVICES, LLC
2770 CAPITAL STREET
WYLLIE, TX 75098
PHONE: (469)-261-6840

SURVEYOR
JOHN E. THOMPSON, II
ALL AMERICAN SURVEYING
111 N. DIXON ST.
GAINESVILLE, TX 76240
PHONE: (940)-665-9105

RACE TRACK LEGEND	
BARREIR LINE	---
BARREIR DOUBLE LINE	---
STATION LINE	---
EDGE OF TRACK LINE	---
CURSING LINE	---
BUILDING LINE	---
TRE BARREIR	---
ASPHALT	---

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.



CITY APPROVAL

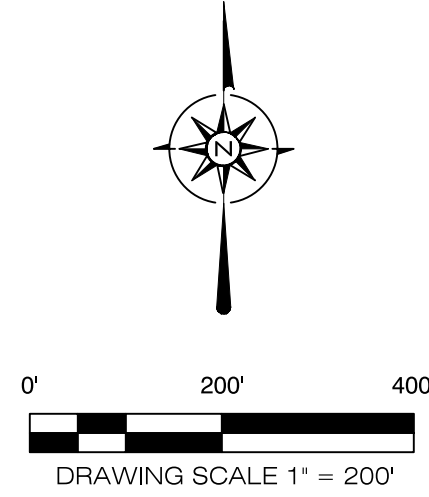
APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY OF ANNA, TEXAS.

NAME

TITLE

COUNTY ROAD 526
(433' ASPHALT SURFACE)

P.O.B.



VICTOR A WOODLING JR.
DOC. #201001000023560
FIRST TRACT
CALLED 114.627 ACRES
O.P.R.C.C.T.

APPROVED
July 6, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
July 14, 2020
CITY COUNCIL
CITY OF ANNA

EXHIBIT A

DEVELOPMENT PLAT
G2 MOTORSPORTS
PARK ADDITION
BLOCK A, LOT 1
180.619 ACRES
IN THE J. CHALMERS SURVEY,
ABSTRACT NO. 233
ETJ OF THE CITY OF ANNA
COLLIN COUNTY, TEXAS

	111 N. DIXON ST. GAINESVILLE, TX 76240 PH: 940-665-9105 TBPLS FIRM NO. 10049000			
	DRAWN BY R.S.C.K.D.A.	DATE 05/28/2020	JOB NO. 1500027-16	SCALE 1" = 200'

REVISED DATE: 06-17-20 CITY COMMENTS

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE G2 MOTORSPORTS PARK ADDITION, 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, Cecil A. Cheshier, P.E. has submitted an application for the approval of the G2 Motorsports Park Addition, 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 G2 Motorsports Park Addition, 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 14th day of July 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CITY OF ANNA

CITY COUNCIL

July 14, 2020

Final Plat: Mangum Addition, Block A, Lots 1 and 2

Applicant: David Surdukan

AGENDA ITEM:

Approve a Resolution approving the Final Plat for Mangum Addition, Block A, Lots 1 and 2.

SUMMARY:

Single-family dwelling, detached on two lots on 7.6± acres located at the northeast corner of Houston Street (FM 2862) and CR 480. Located within the extraterritorial jurisdiction (ETJ).

The purpose of the final plat is to create two platted lots.

RECOMMENDATION:

Planning & Zoning Commission recommended approval as submitted.

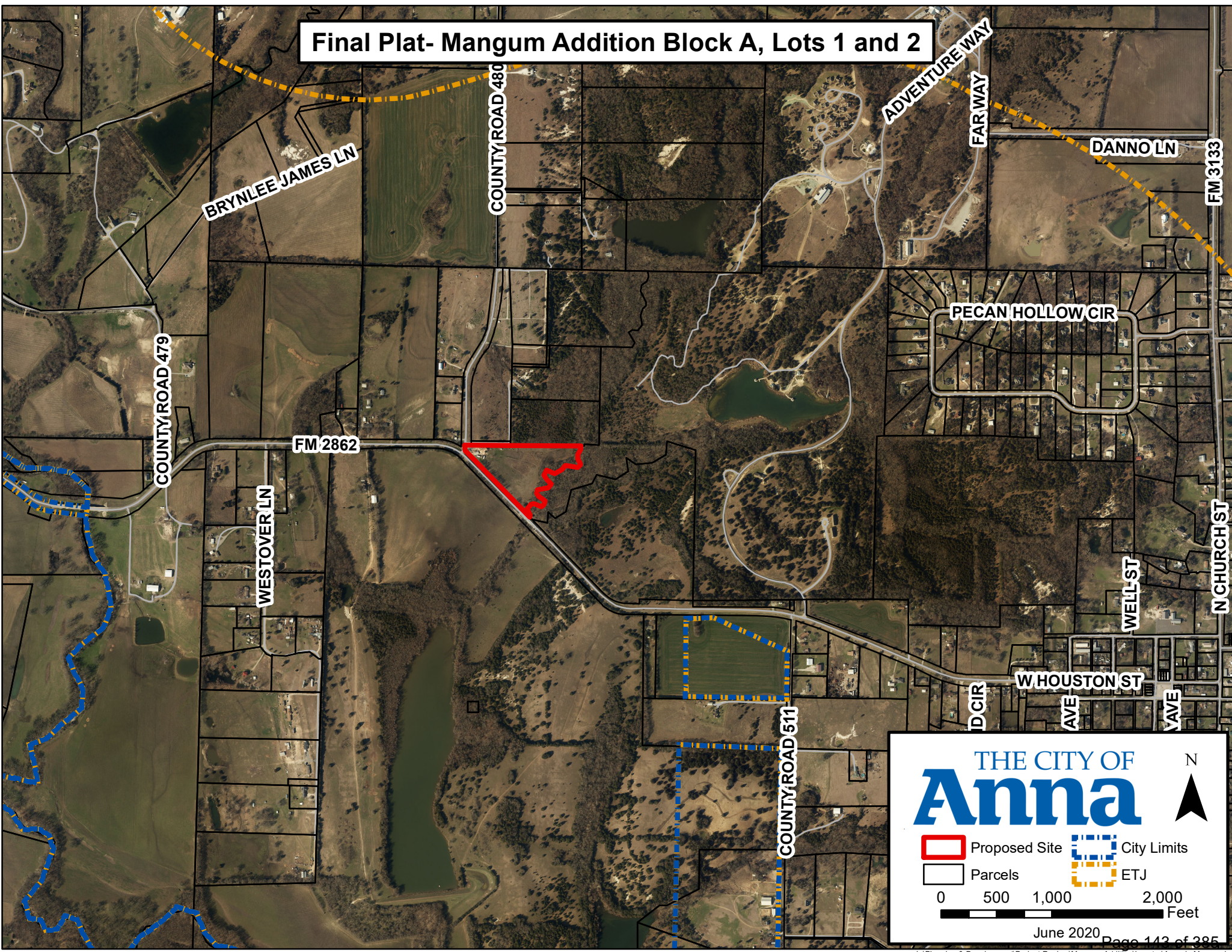
ATTACHMENTS:

Locator

Exhibit

Resolution

Final Plat- Mangum Addition Block A, Lots 1 and 2



THE CITY OF
Anna

Proposed Site
Parcels
City Limits
ETJ

0 500 1,000 2,000 Feet

June 2020

Page 142 of 385

L:\Planning & Development\Project Review\Mangum Addition\Locator\Agenda Map.mxd

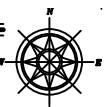
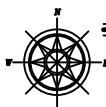
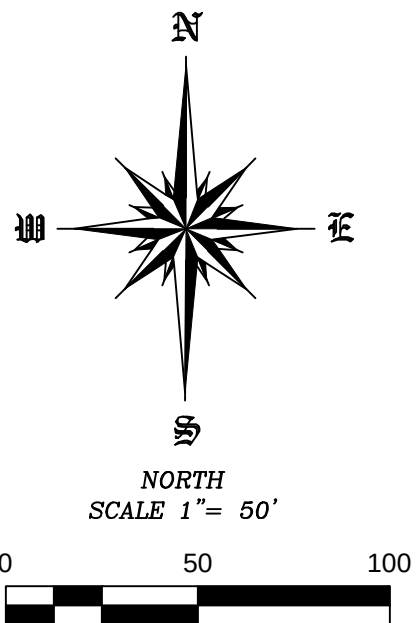


EXHIBIT A

1 of 2



LEGEND

C.M. = CONTROLLING MONUMENT

CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)

IRF = IRON ROD FOUND

CMP = CORRUGATED METAL PIPE

= POWER POLE

= GUYWIRE

= UG CABLE SIGN

= GAS METER

= WATER METER

= WATER VALVE

= FIRE HYDRANT

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
CT	15°27'34"	403.10'	38.41'	N 46°14'48" W	38.40'

LINE BEARING	DISTANCE
L1 S 06°47'59" W	34.69'
L2 S 31°27'08" W	47.13'
L3 S 00°42'29" W	43.27'
L4 S 24°36'56" E	56.27'
L5 S 48°16'51" W	33.92'
L6 N 80°46'21" W	117.01'
L7 S 37°34'01" W	49.92'
L8 S 64°15'43" W	72.80'
L9 N 64°43'59" W	79.60'
L10 S 27°02'11" W	52.72'
L11 S 30°59'08" E	47.76'
L12 S 44°42'50" E	57.35'
L13 S 44°10'12" W	45.47'
L14 S 81°52'02" W	98.11'
L15 S 16°46'53" W	32.73'
L16 S 35°07'03" E	39.03'
L17 S 54°21'23" E	66.88'
L18 S 21°10'32" W	40.26'
L19 S 53°49'52" W	26.48'
L20 N 66°05'30" W	73.10'
L21 S 80°08'51" W	28.43'
L22 S 41°03'53" W	52.03'
L23 S 24°06'31" E	61.28'
L24 S 10°14'33" W	8.51'
L25 N 00°07'59" E	47.85'

NOTES:

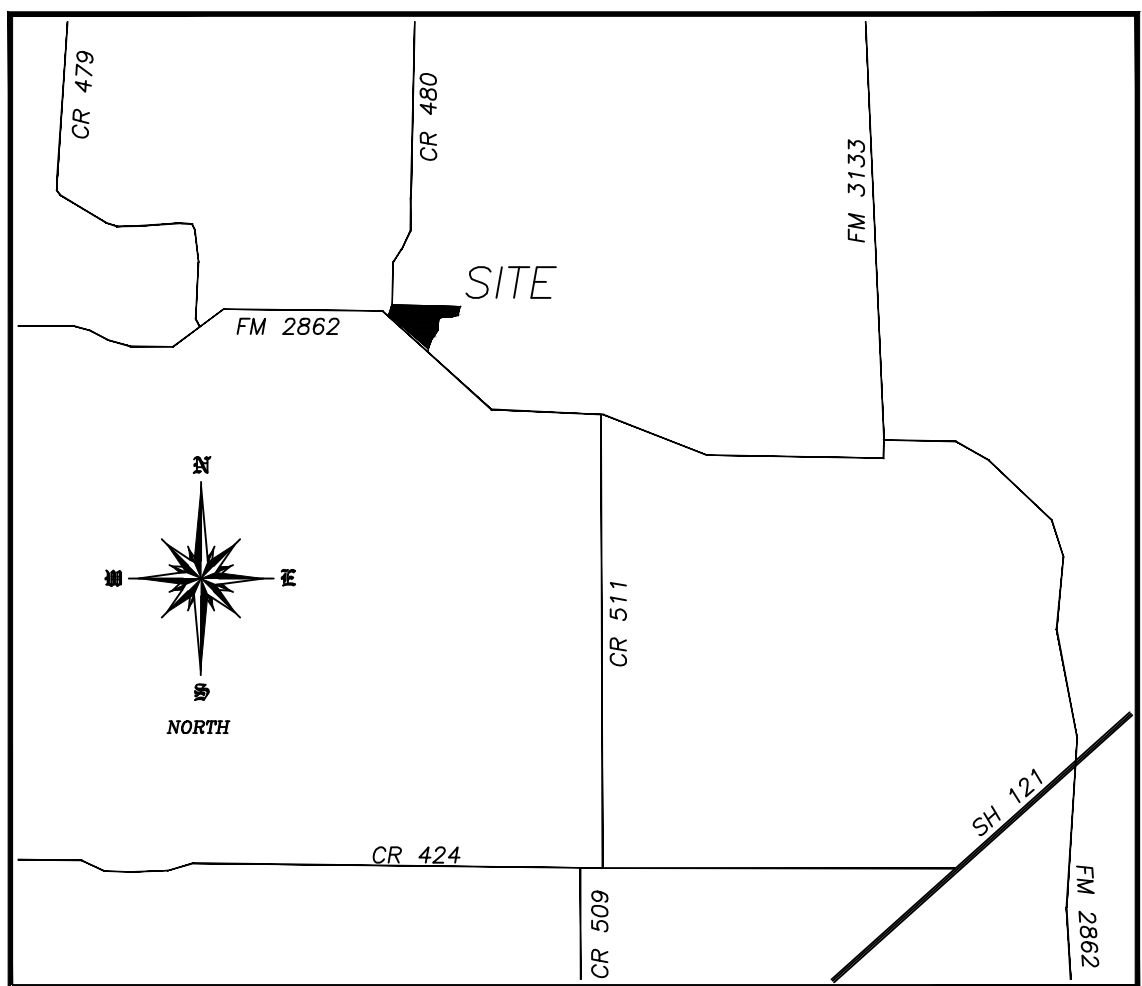
- The original copy will have original signatures, stamp seal and an impression seal.
- Copyright 2020, Surdukan Surveying, Inc.
- This survey is being provided solely for the use of the current parties.
- This survey is subject to all easements of record.
- The basis of bearings, horizontal and vertical position are derived from TRUE NORTH, according to Texas WDS RTK Network.
- Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.

BLOCK A, LOT 1
5.924 ACRES

BLOCK A, LOT 2
1.756 ACRES

ELM GROVE CREEK

CALLLED 360.477 ACRES
COLLIN COUNTY
VOLUME 5063, PAGE 4221
L.R.C.C.T.



LOCATION MAP
NTS

APPROVED THIS DAY _____ OF _____, 2020
BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

MAYOR

CITY SECRETARY

SHEET 1 OF 2
FINAL PLAT
MANGUM ADDITION
BLOCK A, LOTS 1 AND 2
BEING 7.680 ACRES OUT OF THE
JOHN ROWLAND SURVEY, ABSTRACT NO. 784
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

APPROVED
July 6, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
July 14, 2020
CITY COUNCIL
CITY OF ANNA

OWNERS
DANIEL L. & DALYCE B. MANGUM
13520 CR 480
ANNA, TEXAS 75409
(469) 667-7158

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

SCALE 1" = 50'

DATE: JUNE 1, 2020

JOB No. 2020-42

EXHIBIT A
2 of 2

OWNER'S CERTIFICATE

STATE OF TEXAS:
COUNTY OF COLLIN:

WHEREAS, Daniel L. Mangum and Dalyce B. Mangum, are the owners of a tract of land situated in the John Rowland Survey, Abstract No. 784, in the City of Anna ETJ, Collin County, Texas, and also being part of a called 7.680 acre tract of land as conveyed to Daniel and Dalyce Magnum in County Clerk No. 20181205001483350 of the Land Records of Collin County, Texas and being more particularly described in metes and bounds as follows;

BEING a 5.924 acre tract of land situated in the John Roland Survey, Abstract No. 784, in the City of Anna ETJ, Collin County, Texas, and also being part of a called 7.680 acre tract of land as conveyed to Daniel and Dalyce Magnum in County Clerk No. 20181205001483350 of the Land Records of Collin County, Texas and being more particularly described in metes and bounds as follows;

BEGINNING at Mag Nail set for the northwest corner of the called 7.680 acre tract of land and said Mag Nail also being in County Road 480;

THENCE S 88°39'01" E a distance of 551.93' to a 1/2" iron rod with yellow plastic cap stamped "4613" found for corner and said iron rod being in the south line of a 30' Right-of-Way (R.O.W.) easement recorded in County Clerk No. 20180105000027140 of the Land Records of Collin County, Texas;

THENCE S 88°08'51" E a distance of 496.62' to a point in the centerline of Elm Grove Creek;

THENCE along the meanderings of the centerline of said creek the following calls;

THENCE S 06°47'59" W a distance of 34.69' to a point for corner;
THENCE S 31°27'08" W a distance of 47.13' to a point for corner;
THENCE S 00°42'29" W a distance of 43.27' to a point for corner;
THENCE S 24°36'56" E a distance of 56.27' to a point for corner;
THENCE S 48°16'51" W a distance of 33.92' to a point for corner;
THENCE N 80°46'21" W a distance of 117.01' to a point for corner;
THENCE S 37°34'01" W a distance of 49.92' to a point for corner;
THENCE S 64°15'43" W a distance of 72.80' to a point for corner;
THENCE N 64°43'59" W a distance of 79.80' to a point for corner;
THENCE S 27°02'11" W a distance of 52.72' to a point for corner;
THENCE S 30°59'08" E a distance of 47.76' to a point for corner;
THENCE S 44°42'50" E a distance of 57.35' to a point for corner;
THENCE S 44°10'12" W a distance of 45.47' to a point for corner;
THENCE S 81°52'02" W a distance of 96.11' to a point for corner;
THENCE S 16°46'53" W a distance of 32.73' to a point for corner;
THENCE S 35°07'03" E a distance of 39.03' to a point for corner;
THENCE S 54°21'23" E a distance of 66.88' to a point for corner;
THENCE S 21°10'32" W a distance of 40.26' to a point for corner;
THENCE S 53°49'52" W a distance of 26.48' to a point for corner;
THENCE N 66°05'30" W a distance of 73.10' to a point for corner;
THENCE S 80°08'31" W a distance of 29.43' to a point for corner;
THENCE S 41°03'53" W a distance of 52.03' to a point for corner;
THENCE S 24°06'31" E a distance of 61.28' to a point for corner;
THENCE S 10°14'33" W a distance of 6.51' to a point for corner
and said corner being in the northeast R.O.W. Line of F.M. 2862;

THENCE N 43°31'02" W departing the centerline of the creek and with the northeast R.O.W. Line of F.M. 2862 a distance of 791.50' to 3/8" iron rod found at the beginning of a curve to the left;

THENCE with the northeast R.O.W. Line of F.M. 2862 and along said curve to the left through a central angle of 05°27'33", a radius of 403.14', an arc length of 38.41', with a chord bearing of N 46°14'48" W, and a chord length of 38.40', to a Mag Nail set for corner in County Road 480;

THENCE N 00°07'59" E a distance of 47.85' to the POINT OF BEGINNING and containing 334,526 Square Feet or 7.680 Acres of land.

OWNER'S CERTIFICATIONS

STATE OF TEXAS:
COUNTY OF COLLIN:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Daniel L. Mangum and Dalyce B. Mangum, does hereby adopt this plat designating the hereinabove described property as **MANGUM ADDITION, BLOCK A, LOTS 1 AND 2**, 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.

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

WITNESS my hand this the _____ day of _____, 2020.

DANIEL L. MANGUM — OWNER DALYCE B. MANGUM — OWNER

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DANIEL L. MANGUM, 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 _____, 2020.

Notary Public in and for Collin County, Texas

My Commission Expires: _____

STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DALYCE B. MANGUM, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 _____, 2020.

Notary Public in and for Collin County, Texas

My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

I, DAVID J. SURDUKAN, a Registered Professional Land Surveyor in the 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.

David J. Surdukan
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 _____, 2020.

Notary Public in and for Collin County

My Commission Expires: _____

COLLIN COUNTY NOTES:

All lots must utilize alternative type On-Site Sewage Facilities.

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).

There is a creek on lot 1. The creek/pond could affect structure/ impervious cover placement, OSSF placement, dwelling size, etc. on lot 1. It is recommended that no additional surface improvements, impervious cover, outbuildings, swimming pools, etc. planned on lot 1 without pre-construction planning meeting with Registered Sanitarian/Professional Engineer and Collin County Development Services

There were no permitted/approved existing structures or OSSFs on Lot 2 at the time of approval. Any existing structures or OSSFs on Lot 2 must be reviewed and permitted by Collin County Development Services prior to any use.

There was an existing, documented structure/dwelling and associated OSSF on lot 1 and an existing, undocumented structure/dwelling and potentially an associated OSSF on lot 1 at the time of approval.

The P.E. As-Built submitted with the plat shows all OSSF components for 5146 on lot 1 to be completely within the boundaries of lot 1.

If any of the OSSF components are actually over the any of the lot lines and continue onto another parcel, the entire system(s) must be replaced with an approved alternative system (after review and permitting through CCDS).

The existing OSSF on lot 1 is a conventional OSSF – if the existing system ever fails or if changes are ever made to the existing structure, repairs and/or upgrades to the existing system will NOT be allowed. The entire affected system(s) must be replaced with an approved alternative system(s) (after review and permitting through CCDS).

Tree removal and/or grading for OSSF may be required on individual lots.

There are no water wells on lots 1 or 2 of this subdivision and no water wells are allowed without prior approval from Collin County Development Services.

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 hereby certify that the onsite sewer facilities described on this plat conform to applicable OSSF laws of the State of Texas, 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.

Registered Sanitarian or Designated Representative
Collin County Development Services

SHEET 2 OF 2
FINAL PLAT
MANGUM ADDITION
BLOCK A, LOTS 1 AND 2
BEING 7.680 ACRES OUT OF THE
JOHN ROWLAND SURVEY, ABSTRACT NO. 784
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNERS
DANIEL L. & DALYCE B. MANGUM
13520 CR 480
ANNA, TEXAS 75409
(469) 667-7158

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

APPROVED
July 6, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
July 14, 2020
CITY COUNCIL
CITY OF ANNA

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FINAL PLAT OF MANGUN ADDITION, BLOCK A, LOTS 1 & 2.

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

WHEREAS, David Surdukan has submitted an application for the approval of the Final Plat of Mangum Addition, Block A, Lots 1 & 2.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Final Plat

The City Council hereby approves the Final Plat of Mangum Addition, Block A, Lots 1 & 2 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of July, 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CITY OF ANNA

CITY COUNCIL

July 14, 2020

Amending Plat: Pecan Grove, Phase II

Applicant: Pecan Grove Phase II Ltd.

AGENDA ITEM:

Approve a Resolution approving the Amending Plat for Pecan Grove, Phase II.

SUMMARY:

152 single-family dwelling, detached lots and four HOA lots on 37.8± acres located on the north side of Foster Crossing Road (CR 366), 1,337± feet west of CR 365. Zoned Planned Development-705-2015 (PD-SF-72)

The purpose of the amending plat is to correct a scrivener's error within the legal description of the recorded plat.

RECOMMENDATION:

Planning & Zoning Commission recommended approval as submitted.

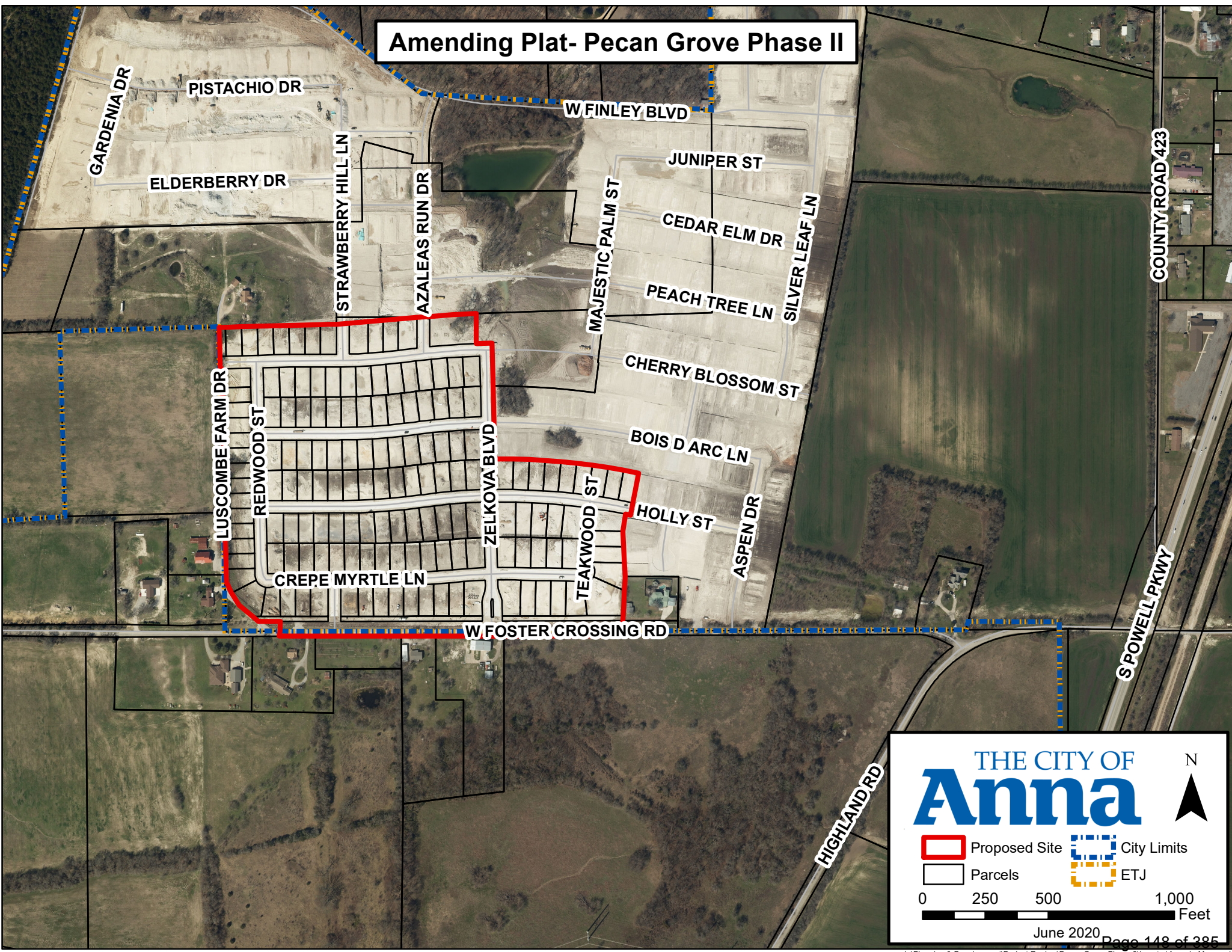
ATTACHMENTS:

Locator

Exhibit

Resolution

Amending Plat- Pecan Grove Phase II



THE CITY OF

Anna

N

Proposed Site

City Limits

Parcels

ETJ

0 250 500 1,000 Feet

June 2020

Page 148 of 285

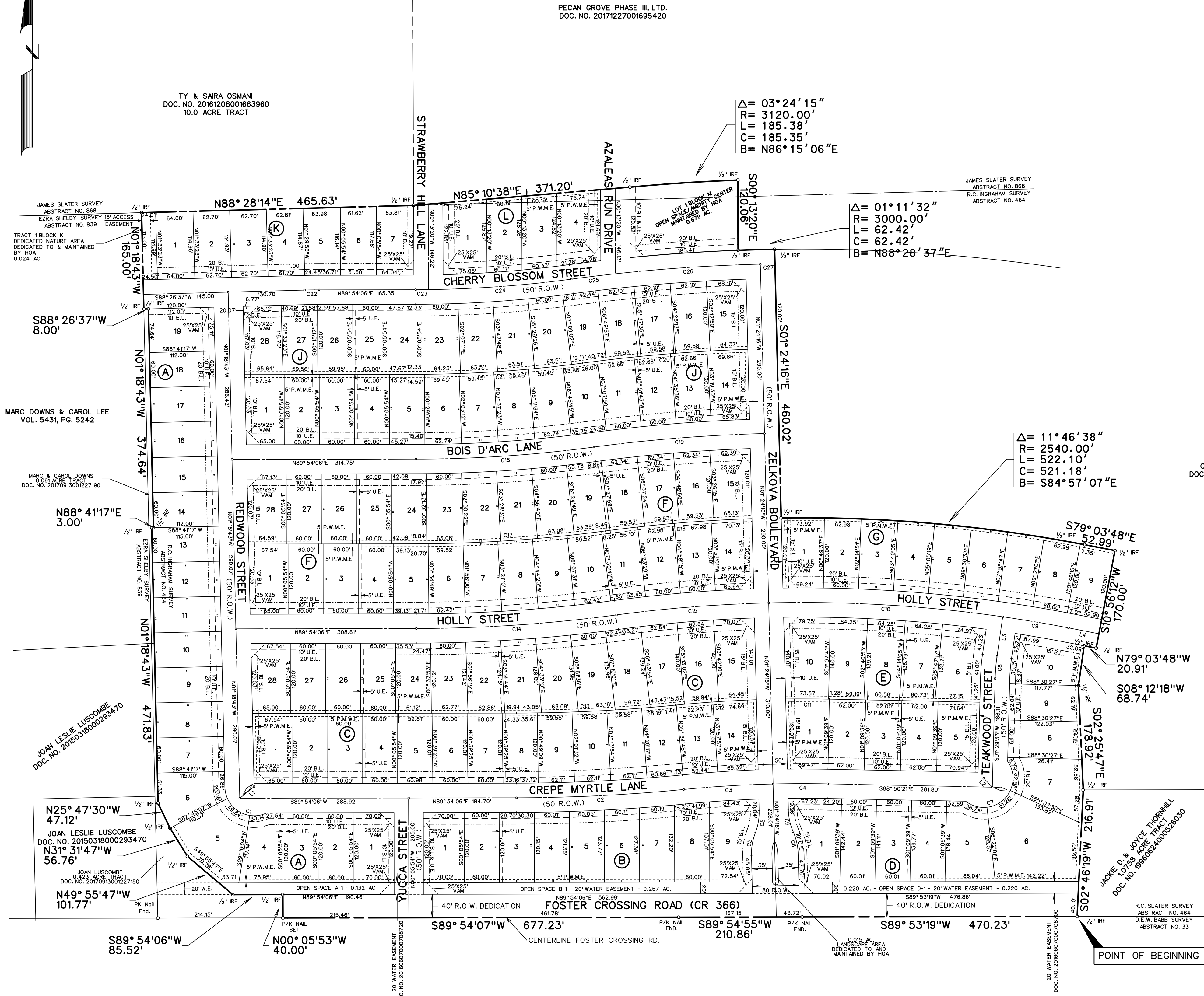
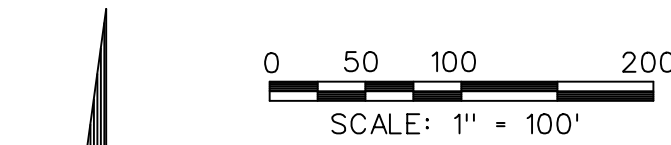
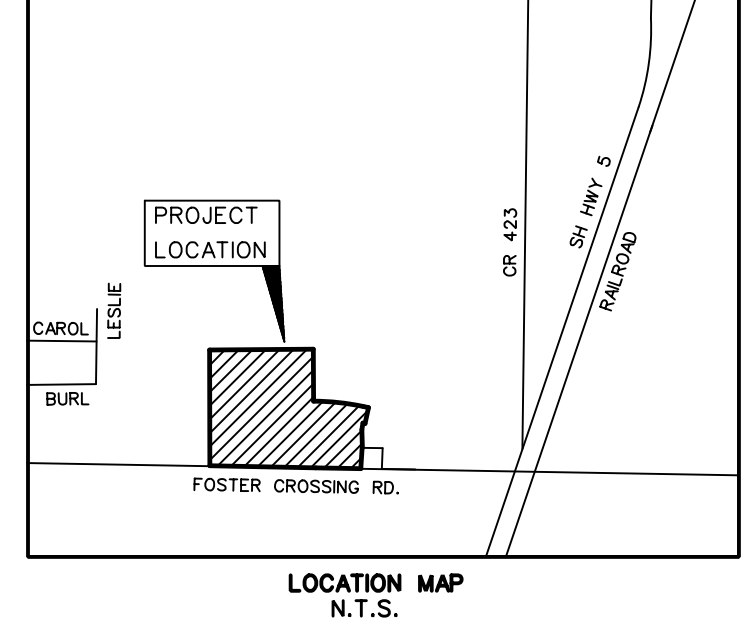


EXHIBIT A
PAGE 1 OF 2

APPROVED
July 6, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
July 14, 2020
CITY COUNCIL
CITY OF ANNA



TOTAL LOTS 152
TOTAL ACRES 37.809

AMENDING PLAT
OF
**PECAN GROVE
PHASE II**
OUT OF THE
JAMES SLATER SURVEY ABSTRACT NO. 868
R.C. INGRAHAM SURVEY, ABSTRACT NO. 464
IN THE
CITY OF ANNA
COLLIN COUNTY, TEXAS
OWNER/APPLICANT
PECAN GROVE PHASE II, LTD.
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
214-522-4945
PREPARED BY
CORWIN ENGINEERING, INC.
TBPE FIRM #5951
TBPLS FIRM #10031700
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
JUNE 2020 SCALE: 1"=100'

LINE TABLE			
LINE NO.	BEARING	DISTANCE	
1.	N 50°46'11" E	31.69'	
2.	N 43°40'24" W	21.15'	
3.	N 08°12'18" E	68.36'	
4.	S 79°03'48" E	52.99'	

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1.	114°37'44"	50.00'	100.03'	84.16'	N58°37'33"W
2.	05°31'04"	2975.00'	286.51'	286.40'	N87°08'34"E
3.	04°12'42"	2085.00'	153.26'	153.23'	N86°29'23"E
4.	02°33'55"	2085.00'	93.35'	93.35'	N89°52'42"E
5.	22°19'54"	100.00'	38.98'	38.73'	S09°45'41"W
6.	22°19'54"	100.00'	38.98'	38.73'	N12°34'13"W
7.	163°24'29"	50.00'	142.60'	98.95'	N46°19'36"E
8.	06°42'45"	325.00'	38.07'	38.05'	N04°50'56"E
9.	02°43'54"	2395.00'	114.19'	114.17'	S80°25'45"E
10.	09°36'34"	2395.00'	401.68'	401.21'	S86°35'59"E
11.	01°55'23"	2230.00'	74.85'	74.84'	S89°48'02"E
12.	03°34'09"	2230.00'	138.92'	138.90'	S86°10'07"W
13.	05°31'04"	2830.00'	272.54'	272.44'	S87°08'34"W
14.	04°33'31"	2605.00'	343.66'	343.41'	N86°07'21"E
15.	06°15'09"	2395.00'	261.36'	261.23'	N85°28'09"E
16.	05°41'19"	2540.00'	252.18'	252.07'	S85°11'14"W
17.	07°33'31"	2460.00'	324.53'	324.30'	S86°07'21"W
18.	07°33'31"	2315.00'	305.40'	305.18'	N86°07'21"E
19.	06°15'09"	2685.00'	293.00'	292.86'	N85°28'09"E
20.	08°44'47"	2830.00'	283.82'	283.71'	S85°12'58"W
21.	07°33'31"	2170.00'	286.27'	286.07'	S86°07'21"W
22.	01°27'29"	975.00'	24.81'	24.81'	N89°10'22"E
23.	00°37'27"	2025.00'	22.06'	22.06'	N89°35'23"E
24.	06°56'04"	2025.00'	245.09'	244.94'	N85°48'37"E
25.	01°28'01"	2975.00'	36.11'	36.11'	N85°04'36"E
26.	04°47'08"	2975.00'	248.48'	248.40'	N86°12'10"E
27.	00°28'53"	2975.00'	25.00'	25.00'	N88°50'11"E

- NOTES:
- Bearings are referenced to a 30.837 acre tract, as described in Doc. No. 20154001395460, in the Deed Records of Collin County, Texas.
 - 1/2" iron rods with "CORWIN ENGR. INC." yellow cap set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted.
 - D.E. - Drainage Easements.
B.L. - Building Line.
U.E. - Utility Easements.
IRS - Iron Rod Set
IRF - Iron Rod Found
P.W.M.E. - Private Wall Maintenance Easement
W.E. - Water Easement
- Street Name Change
VAM - Visibility, Maintenance & Sidewalk Easements
 - Open Space lots (A-1, B-1, D-1, & M-1) are dedicated to and maintained by the H.O.A.
 - According to Flood Insurance Rate Map (FIRM) Map No. 48085C0155J, Dated June 2, 2009 prepared by the Federal Emergency Management Agency (FEMA) for Collin County, Texas, this property is within Zone X.

LEGAL DESCRIPTION

WHEREAS, PECAN GROVE PHASE II, LTD., is the owner of a tract of land situated in the R.C. Ingraham Survey, Abstract No. 464 and the James Slater Survey, Abstract No. 868, in the City of Anna, Collin County, Texas, being part of Pecan Grove Phase II, as described in Doc. No. 2019-647 in the Plat Records in Collin County Texas, and being more particularly described as follows:

BEGINNING, at a 1/2 inch iron rod found at the southeast corner of said Pecan Grove Phase II and being in the approximate centerline of County Road 366 also being the southwest corner of a 1.0758 acre tract, as described in Doc. No. 19960624000526030, in the Deed Records of Collin County, Texas:

THENCE, South 89° 53'19" West, along the south line of said Pecan Grove Phase II and with said centerline, for a distance of 470.23 feet, to a PK Nail found:

THENCE, South 89° 54'55" West, continuing along said lines, for distance of 210.86 feet, to a PK Nail found:

THENCE, South 89° 54'07" West, continuing along said lines, for a distance of 677.23 feet, to a PK Nail set at the southeast corner of a 0.423 acre tract, as described in Doc. No. 20170913001227150, in said Deed Records:

THENCE, North 00° 05'53" West, departing said south line and said centerline and with the east line of said 0.423 acre tract, for a distance of 40.00 feet, to a 1/2 inch iron rod found:

THENCE, South 89° 54'06" West, along the east line of said 0.423 acre tract, for a distance of 85.52 feet, to a 1/2 inch iron rod found:

THENCE, North 49° 55'47" West, continuing along said east line, for a distance of 101.77 feet, to a 1/2 inch iron rod found:

THENCE, North 31° 31'47" West, continuing along said east line, for a distance of 56.76 feet, to a 1/2 inch iron rod found:

THENCE, North 25° 47'30" West, continuing along said east line, for a distance of 47.12 feet, to a 1/2 inch iron rod found:

THENCE, North 01° 18'43" West, continuing along said east line, at 273.99 feet, passing a 1/2 inch iron rod found at the northeast corner of said 0.423 acre tract and being the southeast corner of a 0.091 acre tract, as described in Doc. No. 20170913001227190, in said Deed Records, and continuing for a total distance of 471.83 feet, to a 1/2 inch iron rod found:

THENCE, North 88° 41'17" East, along the east line of said 0.091 acre tract, for a distance of 3.00 feet, to a 1/2 inch iron rod found:

THENCE, North 01° 18'43" West, continuing along said east line, for a distance of 374.64 feet, to a 1/2 inch iron rod found at the northeast corner of said 0.091 acre tract:

THENCE, South 88° 26'37" West, along the north line of said 0.091 acre tract, for a distance of 8.00 feet, to a 1/2 inch iron rod found at the northwest corner of said 0.091 acre tract and being in the west line of said Pecan Grove Phase II:

THENCE, North 01° 18'43" West, along the west line of said Pecan Grove Phase II, for a distance of 165.00 feet, to a 1/2 inch iron rod found at the northwest corner of said Pecan Grove Phase II and being in the south line of a 10.00 acre tract, as described in Doc. No. 20161208001663960, in said Deed Records:

THENCE, North 88° 28'14" East, along the north line of said Pecan Grove Phase II and the south line of said 10.00 acre tract, for a distance of 465.63 feet, to a 1/2 inch iron rod found at the southeast corner of said 10.00 acre tract:

THENCE, North 85° 10'38" East, continuing along said north line, for a distance of 371.20 feet, to a 1/2 inch iron rod found being on a non-tangent curve to the right, having a radius of 3120.00 feet, a central angle of 03° 24'15":

THENCE, continuing along said north line and said curve to the right for an arc distance of 185.38 feet (Chord Bearing North 86° 15'06" East - 185.35 feet), to a 1/2 inch iron rod found:

THENCE, South 00° 13'20" East, continuing along said north line, for a distance of 120.06 feet, to a 1/2 inch iron rod found on a non-tangent curve to the right, having a radius of 3000.00 feet, a central angle of 01° 11'32":

THENCE, continuing along said north line and with said curve to the right for an arc distance of 62.42 feet (Chord Bearing North 88° 28'37" East - 62.42 feet), to a 1/2 inch iron rod found:

THENCE, South 01° 24'16" East, continuing along said north line, for a distance of 460.02 feet, to a 1/2 inch iron rod found on a curve to the right, having a radius of 2540.00 feet, a central angle of 11° 46'38":

THENCE, continuing along said north line and with said curve to the right for an arc distance of 522.10 feet (Chord Bearing South 84° 57'07" East - 521.18 feet), to a 1/2 inch iron rod found at the point of tangency:

THENCE, South 79° 03'48" East, continuing along said north line, for a distance of 52.99 feet, to a 1/2 inch iron rod found at the most easterly northeast corner of said Pecan Grove Phase II:

THENCE, South 10° 56'12" West, along the east line of said Pecan Grove Phase II, for a distance of 170.00 feet, to a 1/2 inch iron rod found:

THENCE, North 79° 03'48" West, continuing along said east line, for a distance of 20.91 feet, to a 1/2 inch iron rod found:

THENCE, South 08° 12'18" West, continuing along said east line, for a distance of 68.74 feet, to a 1/2 inch iron rod found:

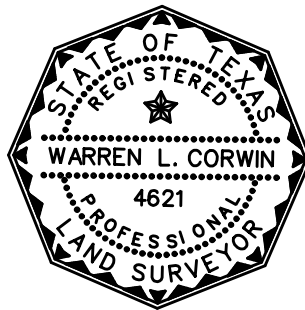
THENCE, South 02° 25'47" East, continuing along said east line, for a distance of 178.92 feet, to a 1/2 inch iron rod found at the northwest corner of said 1.0758 acre tract, as described in Doc. No. 19960624000526030, in said Deed Records:

THENCE, South 02° 46'19" West, continuing along said east line and with the west line of said 1.0758 acre tract, for a distance of 216.91 feet, to the POINT OF BEGINNING and containing 37.809 acres of land.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that I, WARREN L. CORWIN, do hereby certify that I prepared this Amending Plat and the field notes from an actual and accurate survey of the land, 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.

WARREN L. CORWIN
R.P.L.S. No. 4621



THE 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 WARREN L. CORWIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purpose and consideration therein expressed and in the capacity therein stated.

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

NOTARY PUBLIC, STATE OF TEXAS



OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, PECAN GROVE PHASE II, LTD., is acting herein by and through thier duly authorized officers, does hereby adopt this amending plat designating the hereinabove described property as PECAN GROVE PHASE II, an addition to the City of Anna, Texas, and do 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.

This approved subject to all platting ordinances, rules, and regulations of the City of Anna, Texas. WITNESS my hand this the _____ day of _____, 2020.

PECAN GROVE PHASE II, LTD.
a Texas limited partnership
By: Pecan Grove Phase II GP Corporation,
a Texas corporation, its General Partner

By: _____
John Arnold, Authorized Signer

STATE OF TEXAS:
COUNTY OF COLLIN

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHN ARNOLD, 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 _____, 2020.

Notary Public in and for _____ County
My Commission Expires: _____

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

MAYOR

CITY SECRETARY

AMENDING PLAT
OF
**PECAN GROVE
PHASE II**
OUT OF THE
JAMES SLATER SURVEY ABSTRACT NO. 868
R.C. INGRAHAM SURVEY, ABSTRACT NO. 464
IN THE
CITY OF ANNA
COLLIN COUNTY, TEXAS
OWNER/APPLICANT
PECAN GROVE PHASE II, LTD.
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TEXAS 75225
214-522-4945
PREPARED BY
CORWIN ENGINEERING, INC.
TBPE FIRM *5951
TBPLS FIRM *10031700
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-396-1200
JUNE 2020

APPROVED
July 6, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
July 14, 2020
CITY COUNCIL
CITY OF ANNA

EXHIBIT A
PAGE 2 OF 2

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN AMENDING PLAT FOR PECAN GROVE, PHASE II.

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, Pecan Grove Phase II Ltd, has submitted an application for the approval of an Amending Plat for Pecan Grove, Phase II.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Site Plan

The City Council hereby approves the Amending Plat for Pecan Grove, Phase II attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of July 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CITY OF ANNA

CITY COUNCIL

July 14, 2020

Development Plat: The KCM Addition, Block A, Lot 1

Applicant: David Surdukan

AGENDA ITEM:

Approve a Resolution approving the Development Plat for The KCM Addition, Block A, Lot 1.

SUMMARY:

Single-family dwelling, detached and truck parking lot on one lot on 2.9± acres located on the north side of State Highway 121, 3,432± feet west of FM 455. Located within the extraterritorial jurisdiction (ETJ).

The purpose of the development plat is to allow for the construction of the proposed building.

RECOMMENDATION:

Planning & Zoning Commission recommended approval as submitted.

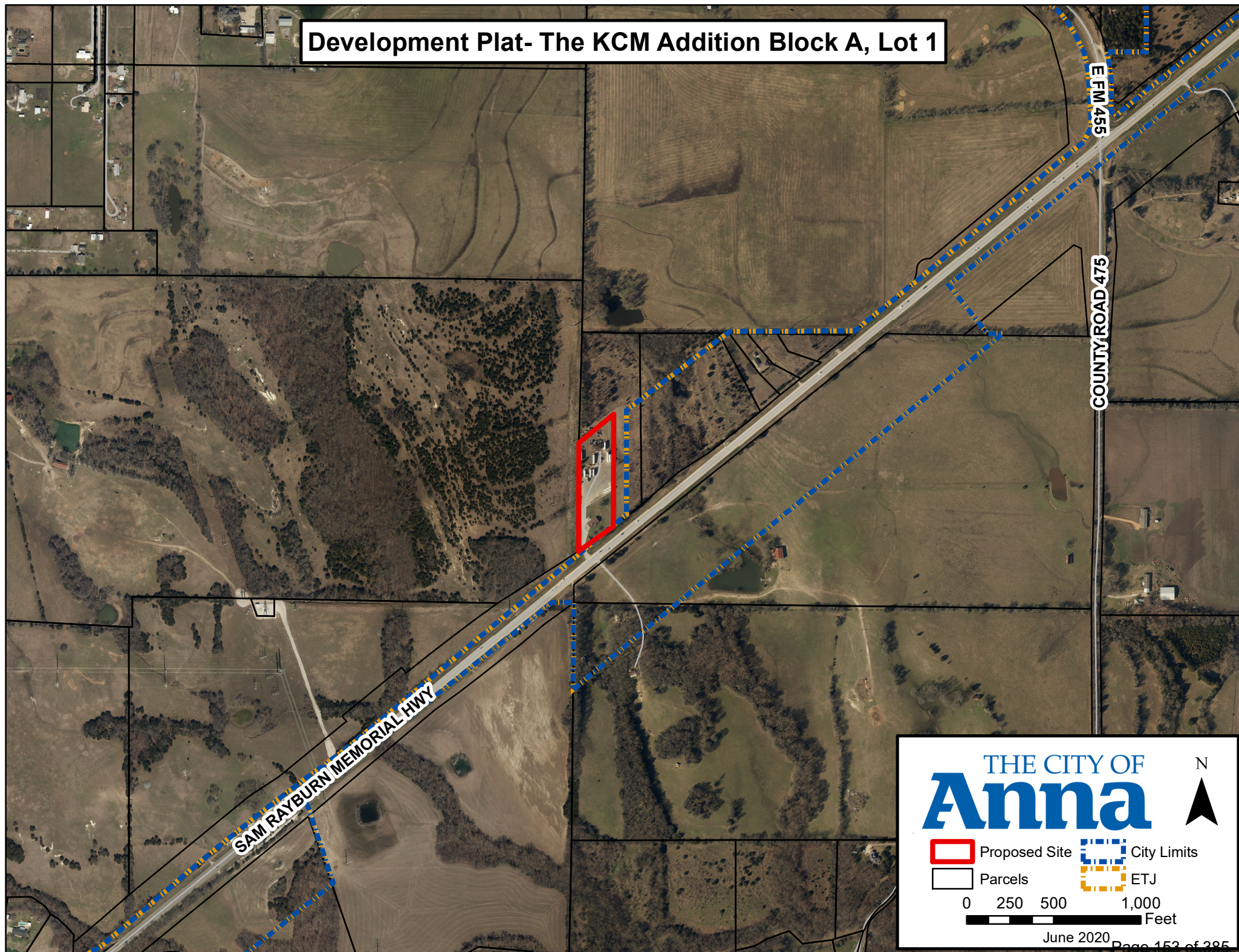
ATTACHMENTS:

Locator

Exhibit

Resolution

Development Plat- The KCM Addition Block A, Lot 1



THE CITY OF
Anna

N



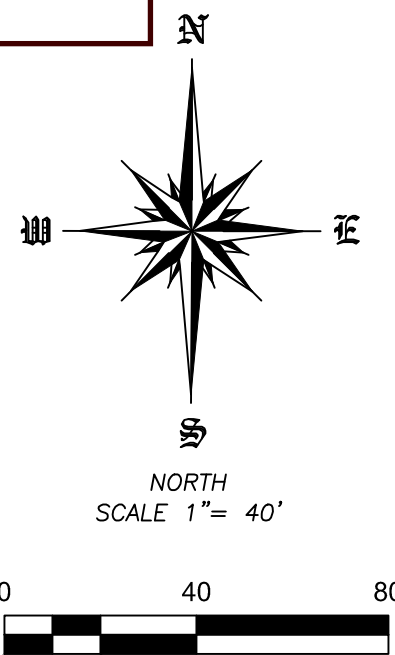
Proposed Site City Limits
Parcels ETJ

0 250 500 1,000 Feet

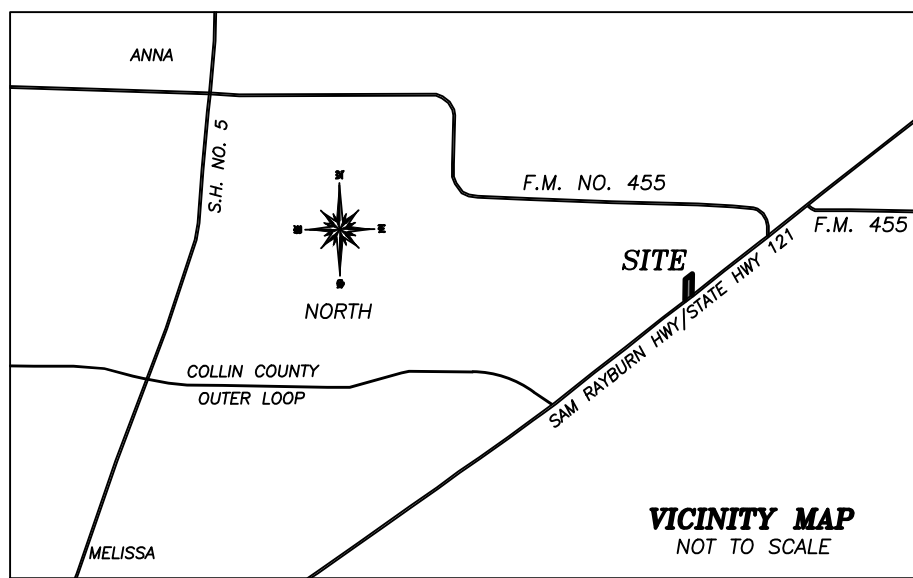
June 2020

Page 152 of 285

EXHIBIT A



LEGEND
C.M. = CONTROLLING MONUMENT
CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
CIRF = CAPPED 1/2" IRON ROD FOUND
IRF = IRON ROD FOUND
□ = AC UNIT
○ = ELECTRIC METER
✕ = ELECTRIC PIN FLAG
↓ = GUY WIRE
⊞ = IRRIGATION CONTROL VALVE
⚡ = LIGHT POLE
■ = MAILBOX
ohe = OVERHEAD ELECTRIC SERVICE LINE
⌂ = POWER POLE
□ = FENCE POST
⊙ = STUB OUT
☐ = TELEPHONE BOX
⊙ = WATER METER
⊙ = WATER VALVE



SHERLEY PARTNERS LTD
VOLUME 3200, PAGE 922
L.R.C.C.T.

FLOOD NOTE

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

GENERAL NOTES:

- The surveyor has not abstracted subject property.
- This survey is subject to all easements of record.
- Copyright 2020, Surdukan Surveying, Inc.
- The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
- The basis of bearings, horizontal position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, NAD83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
- Existing water service to this site is provided by North Collin Special Utility District.
- Sanitary Sewer is on existing system on site.
- Existing electric is provided by Grayson-Collin Electric Company.
- Solid waste will be provided through a private solid waste company.
- Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.

TRANSMISSION LINE EASEMENT
C.C. NO. 20180905001119360
O.P.R.C.C.T.

N 00°19'39" E 596.64'

WIRE FENCE

OHE

CIRS

3/8" IRF C.M.

CITY OF ANNA CITY LIMITS

SAM RAYBURN HWY/STATE HWY 121

ASPHALT PAVEMENT

GRAVEL DRIVEWAY

GRASS

CONCRETE WALL

PROPOSED BUILDING

GRAVEL

ASPHALT

170.9'

129.4'

30.7'

63.6'

N 50°52'37" E 271.95'

1/2" IRF C.M.

S 00°19'39" W 619.62'

3/8" IRF C.M.

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GRASS

CONCRETE WALL

PROPOSED BUILDING

GRAVEL

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE KCM ADDITION
BLOCK A, LOT 1, DEVELOPMENT PLAT**

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

WHEREAS, David Surdukan has submitted an application for the approval of The KCM Addition, 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 KCM Addition, 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 14th day of July 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CITY OF ANNA

CITY COUNCIL

July 14, 2020

Alternative Screening Material Request: Victoria Falls Center Addition, Block A, Lot 1

Applicant: David Cox

AGENDA ITEM:

Approve a Resolution approving the use of R-panel as an alternative screening material for rooftop mechanical and heating and air conditioning equipment.

SUMMARY:

Section 9.04.039 *Screening Device Requirements* states that mechanical and heating and air conditioning equipment in nonresidential and multifamily uses shall be screened from view from the public right-of-way and from adjacent residential property. It also states that the screening material must be masonry, living screen, or combination.

The equipment to be screened is located on top of an existing building. The applicant is requesting to use metal R panel. The excerpt below explains the variance process.

“A variance from the regulations in this article may be recommended by the planning and zoning commission to the city council for final approval only if:

- (A) Unique circumstances exist on the property that make application of specific items in this article unduly burdensome on the applicant;
- (B) The variance will have no adverse impact on current or future development;
- (C) The variance is in keeping with the spirit of the zoning regulations, and will have a minimal impact, if any, on the surrounding land uses;
- (D) The variance will have no adverse impact on the public health, safety, and general welfare; and
- (E) A financial hardship shall not be considered a basis for the granting of a variance.”

Staff finds that this section does not provide clear direction for roof-mounted equipment and should be revised in the future. Staff finds the proposed metal R panel screening will have no adverse impact on development, is in keeping with the spirit of the zoning regulations, and will not negatively impact the public health, safety, and general welfare.

RECOMMENDATION:

Planning & Zoning Commission recommended granting a variance to allow R panel as a nonresidential screening material for rooftop mechanical and heating and air conditioning equipment for Victoria Falls Center Addition, Block A, Lot 1.

ATTACHMENTS:

Letter of Request

Exhibit

CAREY COX COMPANY

PO Box 977
McKinney, Texas 75070
(972) 562-8003
www.careycoxcompany.com

June 29, 2020

Planning and Zoning Commission
City of Anna
PO Box 776
Anna, Texas 75409-0776

RE: Variance Request for an Alternate Screening Device at Sunview Cafe at 2010 W. White Street

Dear Commissioners,

We are requesting a variance for Sunview Café, located at 2010 W. White Street, to install an alternate screening device around their rooftop mechanical equipment. Sunview Café would like approval to enclose the rooftop equipment with 36" - 40" tall beige metal R panel, as depicted in the enclosed photo.

The Zoning Ordinance requires mechanical, heating and air conditioning equipment in nonresidential uses be screened from view from the public right-of-way and from adjacent residential property by a 6' minimum masonry wall or wrought iron fence with living screen, or by an alternate equivalent screening device as approved by the commission.

Thank you very much for your consideration. If you have any questions, please contact me at 972-333-3900 or dcox@careycoxcompany.com.

Respectfully,

David Cox



Active Industrial Member of the SOCIETY OF INDUSTRIAL AND OFFICE REALTORS



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ALTERNATIVE SCREENING FOR ROOFTOP MECHANICAL AND HEATING AND AIR CONDITION EQUIPMENT FOR VICTORIA FALLS CENTER 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 9.04 the Anna City Code of Ordinances ("Zoning Ordinance"); and

WHEREAS, David Cox has submitted a request to allow for alternative screening material for rooftop mechanical and heating and air condition equipment for Victoria Falls Center Addition, Block A, Lot 1.

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 Alternative Screening.

The City Council hereby approves the use of R panel as an alternative screening material for rooftop mechanical and heating and air condition equipment for Victoria Falls Center Addition, Block A, Lot 1. The R panel shall closely match the color of the building and be of a minimum height to screen equipment from view from the public right-of-way and from adjacent residential property.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of July 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 8.m.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact:

AGENDA ITEM:

Approve a Resolution establishing the City of Anna Diversity and Inclusion Advisory Board (Assistant City Manager Ryan Henderson)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Resolution establishing a Diversity and Inclusion Advisory Board

APPROVALS:

Ryan Henderson, Assistant City Manager
Jim Proce, City Manager

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS CREATING THE ANNA DIVERSITY AND INCLUSION ADVISORY COMMISSION; ESTABLISHING PROCEDURES FOR APPOINTMENT AND REMOVAL OF MEMBERS; AND ESTABLISHING DUTIES AND RESPONSIBILITIES OF THE COMMISSION.

WHEREAS, the City Council of the City of Anna (the “City Council”) has determined that there exists a need in the City of Anna (the “City”) for facilitation of community dialog, representation of diverse neighbor voices, review of policies and services as they pertain to supporting all members of the community, and creation of events and programming within the City that purposefully engages with all neighbors; and

WHEREAS, the City Council has determined that the creation of a diversity and inclusion advisory commission will assist the City in its efforts to engage with and support its community; and

WHEREAS, the City Council believes that the adoption and enforcement of these regulations will significantly increase and enhance the quality of life for residents of the City;

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

Section 1. Commission Created.

The Anna Diversity and Inclusion Advisory Commission (the “Commission”) is hereby created.

Section 2. Membership; Organization; Compensation.

2.01 Membership.

The Commission shall consist of 11 members. Each member must be a resident of the City and a qualified voter in the City. Members are appointed by the City Council for a term of two years, but serve strictly at the pleasure of the City Council, who may remove any member at any time with or without cause. A person may not serve on the Commission for more than three full terms.

Vacancies shall be filled by the City Council for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made.

The terms of members filling places 1, 3, 5, 7, 9, and 11 shall expire on May 31 of each odd-numbered year and the terms of members filling places 2, 4, 6, 8, and 10 shall expire on May 31 of each even-numbered year. Commission members may be appointed to succeed themselves. Notwithstanding any other provision of this resolution, a Commission member shall continue to serve after the expiration of the member’s term until the Council removes the member or appoints a succeeding

member. Newly appointed members shall be installed at the first Commission meeting after their appointment.

The City Council may appoint one or more liaisons to attend meetings of the Commission and the liaisons shall be considered ex-officio members and shall not vote on matters considered by the Commission.

2.02 Organization.

The Commission shall hold an organizational meeting in July of each year or as soon thereafter as reasonably practicable. The Commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this resolution and the requirements of law.

The Commission shall elect a chairperson and vice chairperson from its own membership at its annual organizational meeting. Meetings of the Commission may be held at the call of the chair, or in his/her absence, the vice-chair.

The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. The minutes shall become official records of the City upon approval of the minutes by the City Council.

A quorum for the conduct of business shall consist of six members of the Commission.

2.03 Compensation.

Members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties and authorized by the City Council or City Manager.

Section 3. Duties and Responsibilities.

The Commission is purely advisory in nature with no decision-making or policy-making authority, and any action or omission by the Commission is not binding on the City. The Commission is hereby charged with the duties and responsibilities to provide recommendations to the City Council and City staff as requested from time to time in matters relating to the City's diversity and equity strategies that strengthen connections among diverse community groups with City government.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of July 2020.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 8.n.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact:

AGENDA ITEM:

Approve a Resolution amending the Sherley Tract Subdivision Improvement Agreement by amending the minimum lot area requirement for SF-60 lots from five thousand (5,000) square feet to six thousand (6,000) square feet. (Director of Development Services Ross Altobelli)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Council - STAFF REPORT - SHERLEY TRACT SIA AMENDMENT
2. 1st AMEND SHERLEY TRACT SIA (final for execution) 7-1-20

APPROVALS:

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

Created/Initiated - 7/10/2020
Final Approval - 7/10/2020

CITY OF ANNA

CITY COUNCIL

July 14, 2020

Sherley Tract Subdivision Improvement: First Amendment

Applicant: MM Anna 325, LLC

AGENDA ITEM:

Approve a Resolution amending the Sherley Tract Subdivision Improvement Agreement.

SUMMARY:

The purpose of the amendment is to correct a scrivener's error in Appendix 1 (Zoning District Area Regulations) of Exhibit D (Development Standards) within the Sherley Tract Subdivision Improvement Agreement. The SF-60 zoning district area regulations require a min. lot width of 50 feet and min. lot depth of 100 feet which would total a lot area of 5,000 square feet. The lot area was incorrectly identified as 6,000 square feet.

RECOMMENDATION:

Recommend amending the minimum lot area requirement for SF-60 lots **FROM** six thousand (6,000) square feet **TO** five thousand (5,000) square feet within Exhibit D, Appendix 1, of the Sherley Tract Subdivision Improvement Agreement.

ATTACHMENTS:

Resolution

FIRST AMENDED SHERLEY TRACT SUBDIVISION IMPROVEMENT AGREEMENT

This First Amended Sherley Tract Subdivision Improvement Agreement (this “First Amendment”) is entered into between the CITY OF ANNA, TEXAS, (the “City”), and MM Anna 325, LLC, a Texas limited liability company (“Developer”):

RECITALS

WHEREAS, the Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, this First Amendment amends that certain Sherley Tract Subdivision Improvement Agreement entered into between the City and the Developer, effective as of June 9, 2020 (the “Original Agreement”); and

WHEREAS, the Original Agreement is only modified as expressly set forth in this First Amendment and the Original Agreement otherwise remains in full force and effect; and

WHEREAS, the Original Agreement incorrectly states the Development Standards for the minimum lot area requirement for SF-60 lots to be six thousand (6,000) square feet instead of five thousand (5,000) square feet in Exhibit D to the Original Agreement; and

WHEREAS, the City and the Developer desire to memorialize the revision to Exhibit D to the Development Agreement to amend the minimum lot area requirement for SF-60 lots to be five thousand (5,000) square feet instead of six thousand (6,000) square feet as shown in **Exhibit 1** attached hereto;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Developer agree as follows:

AMENDMENT

1. **Amendment to Exhibit D.** The City and the Developer agree that the fourth (4th) page of Exhibit D to the Original Agreement is hereby amended to reduce the minimum lot area requirement for SF-60 lots from six thousand (6,000) square feet to five thousand (5,000) square feet as shown on **Exhibit 1** attached hereto.

This First Amendment amends the Original Agreement in no other manner except as expressly set forth herein. All capitalized terms used in this First Amendment, to the extent not otherwise expressly defined herein, shall have the meanings ascribed to them in the Original Agreement. The Developer and the City further agree that all other terms and provisions of the Original Agreement that are not modified hereby shall remain in full force and effect.

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON JULY 14, 2020:

CITY OF ANNA

By: _____
Name: Nate Pike
Title: Mayor
Date: _____

APPROVED AS TO FORM

Name: Clark McCoy
Title: City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of July, 2020 by Nate Pike, Mayor of the City of Anna, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires:_____

DEVELOPER:

MM Anna 325, LLC,
a Texas limited liability company

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

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

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

Notary Public, State of Texas

EXHIBIT 1
Zoning District Area Regulations

4. APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

	SF-84	SF-72	SF-60	SF-Z	SF-TH	SF-TH (Quadplex)
Maximum height (feet)	35	35	35	35	35	35
Side yard, interior (feet)	5	5	5	0/5	0/5	0/5
Side yard, corner lot, street side (feet) (c)	10	10	10	10	10	10
Rear yard (feet) (d)	10	10	10	10	10	10
Front yard (feet)	25	25	25	20	20	20
Lot area (feet)	8,400	7,200	6,000 5,000	4,000	2000 per unit	2000 per unit
Min. lot width (feet)	70	60	50	40	20	20
Min. lot depth (feet) (e)	120	110	100	100	80	80
Max. lot coverage (%)	55%	55%	55%	85%	70%	70%
Building size (square feet)	1800	1800	1600	1200	900	900
Masonry* (%)	60%	60%	60%	60%	60%	60%
Lot/Unit Count per Concept Plan	81	139	323	143	190	108
Maximum Lot/Unit Count (+5%)	85	145	340	150	200	115
Minimum Lot/Unit Count (-5%)	77	132	305	135	180	100

* Brick or rock veneer; see also [section 9.04.034\(e\)\(6\)](#).

**If there are conflicts between the Appendix 1 Area Regulations and City Regulations, Appendix 1 shall supersede.

(c) 45 feet where adjacent to single-family or duplex residential district.

(d) The required rear yard shall be open and unobstructed to the sky from a point 30 inches above the average elevation of the graded rear yard, except for accessory buildings as permitted herein. Eaves, covered porches, and roof extensions without structural support in the rear yard may extend into the rear yard a distance not to exceed four feet. Balconies shall not project into the required rear yard.

(e) Minimum lot depth may be reduced to 110' for SF-84 lots in cul-de-sacs and knuckles.



Item No. 9.a.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the Mayor to issue a Letter of Support to State Senator Pat Fallon, State Representative Justin Holland, and State Representative Scott Sanford to implement sign changes on US 75 for US 75 Exit 48A Farm to Market Road 455, to change sign street name from "Anna - Weston Road" to "White Street." (Director of Public Works Greg Peters)

SUMMARY:

This item authorizes the Mayor to send a letter to our elected officials requesting support in making sign changes on US 75 to properly reflect the correct name of FM 455 in Anna as White Street.

The City of Anna desires for TxDOT to make a sign change on US 75 at exit 48A in order to properly honor Charles Ell White, whom FM 455 White Street is named for in the City of Anna.

Mr. White served our Country in World War II as a B-24 pilot in the Army Air Corps. His plane was shot down over Romania in 1944, and he spent the remainder of the war as a POW in Bucharest, Romania. Following his distinguished service to our great nation, he returned to Anna, Texas, where he spent the remainder of his life serving his community as a City Councilman, School Board Trustee, and volunteer firefighter. Mr. White's contributions to our country and our community were recognized by the City of Anna when FM 455 was formally named White Street.

Currently the signs on US 75 for exit 48A state "Anna-Weston Road," which is not the given road name for this section of FM 455.

During the recent widening of US 75 through our community TxDOT did not consult with the City on the proper name for this exit. In addition, TxDOT does not appear to have considered the formal name of the road as shown on common transportation apps, such as Google Maps, Waze, and others. In addition, it appears TxDOT did not review the formal addressing of our local businesses on FM 455 White Street.

The City has contacted Texas Department of Transportation Dallas District Engineer

Mo Bur and requested the signs to be changed. Mr. Bur has offered the City with the option to pay to either replace the signs at a cost of \$65,000, or to pay a lesser sum to place a patch on the signs with the name "White St."

The City feels that it is the responsibility of TxDOT to make this correction with the means, methods, and funds they have available. As such, these letters are recommended by staff to be sent in order to build support and seek action on this item from our elected officials at the State level.

FINANCIAL IMPACT:

None at this time. The request is for TxDOT to cover the costs of the requested changes.

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution as presented.

ATTACHMENTS:

1. White Street Resolution and Exhibits Final

APPROVALS:

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

Created/Initiated - 7/7/2020
Final Approval - 7/10/2020

**CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-__-__**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO SEND LETTERS REQUESTING SUPPORT FROM SENATOR PAT FALLON, REPRESENTATIVE SCOTT SANFORD, AND REPRESENTATIVE JUSTIN HOLLAND TO CHANGE THE SIGNS FOR EXIT 48A ON US 75 TO INCLUDE THE CORRECT NAME FOR FM 455 WHITE STREET, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing signs on US 75 for exit 48A state “FM 455 Anna-Weston Road,” and;

WHEREAS, FM 455 in the City of Anna has been formally named “White Street,” and;

WHEREAS, the City is seeking support from elected officials at the State level to direct TxDOT to change the exit signs to reflect the proper name of the road, and;

WHEREAS, changing the exit signs to reflect the proper name of the road is necessary to properly honor Charles Ell White, and;

WHEREAS, changing the exit signs to reflect the proper name of the road is beneficial to small businesses located on White Street, 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 Mayor to sign and issue letters as shown in Exhibit “A” attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Nate Pike

EXHIBIT “A”

July 15, 2020

The Honorable Pat Fallon
Texas State Senate, District 30
100 W. Houston Street
Suite #3, 2nd Floor
Sherman, TX 75090

Dear Senator Fallon,

The City of Anna is seeking your support in our request for TxDOT to make a sign change on US 75 at exit 48A in order to properly honor Charles Ell White, whom FM 455 White Street is named for in the City of Anna.

Mr. White served our Country in World War II as a B-24 pilot in the Army Air Corps. His plane was shot down over Romania in 1944, and he spent the remainder of the war as a POW in Bucharest, Romania. Following his distinguished service to our great nation, he returned to Anna, Texas, where he spent the remainder of his life serving his community as a City Councilman, School Board Trustee, and volunteer firefighter. Mr. White's contributions to our country and our community were recognized by the City of Anna when FM 455 was formally named White Street.

Currently the signs on US 75 for exit 48A state "Anna-Weston Road," which is not the given road name for this section of FM 455. In our research we have been unable to find any reference to a formal designation of FM 455 as Anna-Weston Road by Collin County, the City of Anna, or TxDOT.

During the recent widening of US 75 through our community TxDOT did not consult with the City on the proper name for this exit. In addition, TxDOT does not appear to have considered the formal name of the road as shown on common transportation apps, such as Google Maps, Waze, and others. In addition, it appears TxDOT did not review the formal addressing of our local businesses on FM 455 White Street. Had TxDOT considered these important factors, we believe the signs on US 75 for this exit would have shown White Street instead of Anna-Weston Road.

The City has contacted Texas Department of Transportation Dallas District Engineer Mo Bur and requested the signs to be changed. Mr. Bur has offered the City with the option to pay to either

replace the signs at a cost of \$65,000, or to pay a lesser sum to place a patch on the signs with the name "White St."

As a community we feel that it is the responsibility of TxDOT to make this correction with the means, methods, and funds they have available.

In addition to our desire to honor Charles Ell White, we are deeply concerned regarding the impact the current signage has on our local businesses.

All of the small businesses located on FM 455 White Street in Anna carry the formal address name of White Street. We are very concerned that the confusion brought about by the current signs will negatively impact traffic to our small businesses when motorists do not see the road name they are looking for on exit signs. This may create missed opportunities for our local businesses to provide sales and service to customers outside our community.

Supporting our small businesses is a priority for the City of Anna, and we fully recognize your unwavering commitment to supporting all small businesses in our great State. Given the current situation regarding COVID-19, we want to make sure small businesses receive all the support available.

We respectfully request your support and assistance in making this simple, yet important change to the signs on US 75 for exit 48A. Thank you for your time and consideration on this matter. We greatly appreciate your service to our community.

Respectfully submitted,

Nate Pike, Mayor

July 15, 2020

The Honorable Scott Sanford
Texas State House, District 70
115 West Virginia Street
Suite #103
McKinney, Texas 75069

Dear Representative Sanford,

The City of Anna is seeking your support in our request for TxDOT to make a sign change on US 75 at exit 48A in order to properly honor Charles Ell White, whom FM 455 White Street is named for in the City of Anna.

Mr. White served our Country in World War II as a B-24 pilot in the Army Air Corps. His plane was shot down over Romania in 1944, and he spent the remainder of the war as a POW in Bucharest, Romania. Following his distinguished service to our great nation, he returned to Anna, Texas, where he spent the remainder of his life serving his community as a City Councilman, School Board Trustee, and volunteer firefighter. Mr. White's contributions to our country and our community were recognized by the City of Anna when FM 455 was formally named White Street.

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We respectfully request your support and assistance in making this simple, yet important change to the signs on US 75 for exit 48A. Thank you for your time and consideration on this matter. We greatly appreciate your service to our community.

Respectfully submitted,

Nate Pike, Mayor

July 15, 2020

The Honorable Justin Holland
Texas State House, District 33
101 E. Rusk Street
Suite #201
Rockwall, TX 75087

Dear Representative Holland,

The City of Anna is seeking your support in our request for TxDOT to make a sign change on US 75 at exit 48A in order to properly honor Charles Ell White, whom FM 455 White Street is named for in the City of Anna.

Mr. White served our Country in World War II as a B-24 pilot in the Army Air Corps. His plane was shot down over Romania in 1944, and he spent the remainder of the war as a POW in Bucharest, Romania. Following his distinguished service to our great nation, he returned to Anna, Texas, where he spent the remainder of his life serving his community as a City Councilman, School Board Trustee, and volunteer firefighter. Mr. White's contributions to our country and our community were recognized by the City of Anna when FM 455 was formally named White Street.

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Supporting our small businesses is a priority for the City of Anna, and we fully recognize your unwavering commitment to supporting all small businesses in our great State. Given the current situation regarding COVID-19, we want to make sure small businesses receive all the support available.

We respectfully request your support and assistance in making this simple, yet important change to the signs on US 75 for exit 48A. Thank you for your time and consideration on this matter. We greatly appreciate your service to our community.

Respectfully submitted,

Nate Pike, Mayor



Item No. 9.b.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a contract with CARDS Dallas for solid waste and recycling services for the City of Anna, Texas. (Director of Public Works Greg Peters)

SUMMARY:

The City of Anna is obligated to provide neighbors and businesses within the City limits with solid waste and recycling collection services. As such, the City contracts with a private company to perform these services.

The City of Anna is seeking a new provider of solid waste and recycling collection services for the City as the contract term with the current provider ends later this year. The new contract will begin on September 1st of this year.

Staff completed a public request for proposal (RFP) process to engage all providers interested in contracting with the City.

The City received three proposals, which were reviewed in detail by staff and members of the City Council. Our current service provider chose not to submit a proposal. Interviews of each proposing firm were held by a panel consisting of staff and City Council members.

Upon review of the proposals and interview process, the panel made the recommendation to the City Council to enter into contract negotiations with CARDS Dallas, Incorporated.

Staff has completed the contract negotiation process and is presenting the final contract for City Council approval.

The contract identifies the fees which the City will pay to the Contractor for solid waste and recycling services. If approved, staff will return to the City Council at an upcoming meeting to set the final rates to be paid by customers. The customers include both customers and businesses located within the City limits of Anna.

The final rates which will be paid by customers will include the cost of disposal (landfill fees), and the rates necessary to cover the City costs of carrying out the contract and operations of the solid waste and recycling program.

This item is only to approve the contract rates for the services provided by CARDS Dallas, Inc., and does not reflect the final rate neighbors will pay for solid waste and recycling service.

The final contract is attached to the resolution as Exhibit A. Staff recommends approval of the resolution authorizing the City Manager to execute the contract.

FINANCIAL IMPACT:

This item does have a financial impact, as the contract sets forth the fees due to CARDS Dallas, Incorporated for the collection of solid waste and recycling materials in the City of Anna, Texas.

This contract does not reflect the total final price for neighbors and businesses for solid waste and recycling services. The final rates which will be paid by neighbors and businesses will include the cost of disposal (landfill fees), and the rates necessary to cover the City costs of carrying out the contract and operations of the solid waste and recycling program.

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 Resolution authorizing the City Manager to execute the contract with CARDS Dallas, Incorporated, for solid waste and recycling services in the City of Anna, Texas.

ATTACHMENTS:

1. Anna CARDS Final Resolution with contract

APPROVALS:

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

Created/Initiated - 7/7/2020
Final Approval - 7/10/2020

**CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-__-__**

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 ____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

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

**SOLID WASTE COLLECTION AND DISPOSAL CONTRACT
BETWEEN CITY OF ANNA AND FCC**

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.

**SOLID WASTE COLLECTION AND DISPOSAL CONTRACT
BETWEEN CITY OF ANNA AND FCC**

9. The validity of this Contract and any of its terms and provisions, as well as the rights and obligations of the parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action concerning this Contract shall be in a court of proper jurisdiction of Collin County, Texas.

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

Executed in single or multiple originals this _____ day of _____ 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

**SOLID WASTE COLLECTION AND DISPOSAL CONTRACT
BETWEEN CITY OF ANNA AND FCC**

iii

**CITY OF ANNA SOLID WASTE
COLLECTION AND DISPOSAL CONTRACT**

GENERAL CONDITIONS

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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 NEGLIGENCE 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

THE CITY OF Anna

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

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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

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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.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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

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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

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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

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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.

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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.

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- (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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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- 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.

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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

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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.**

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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)	_____	_____	_____

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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

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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

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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:

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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."

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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

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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

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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: _____

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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 Size ¹	Container Rental Fee ² (Per Month)	Initial Delivery Fee ² (One-time)	Collection Fee ² (Per Pull)	Disposal Fee ² (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	Fee ¹
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

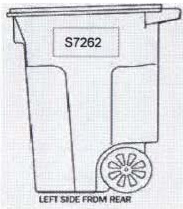
Exhibit D: Carts



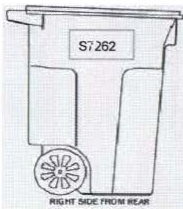
CUSTOMER ORDER CONFIRMATION

Quote: 65625800 Line: 2

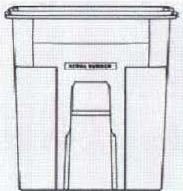
Date: 6/9/2020



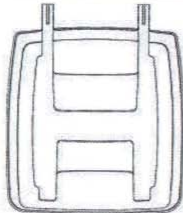
LEFT SIDE FROM REAR



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:

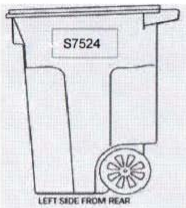
Lid/HS Insert Color: Lid Graphic Position:



CUSTOMER ORDER CONFIRMATION

Quote: 65625800 Line: 1

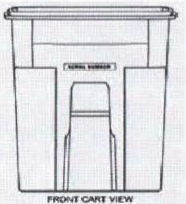
Date: 6/9/2020



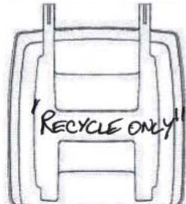
LEFT SIDE FROM REAR



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: Page 264 of 385

Wheel Type: 10" SUNBURST-5/8" AXLE

Receiving Days S M T W TH F S ALL



CARDS
877-59-CARDS

CAR
877-59-CA

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

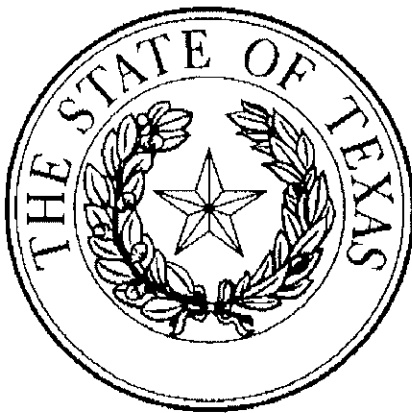
[formerly: DR Disposal and Recycling, Inc.]

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.

Relators: A retailer 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 1-800-252-5555.

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 this 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 32064795423	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.

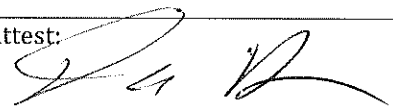
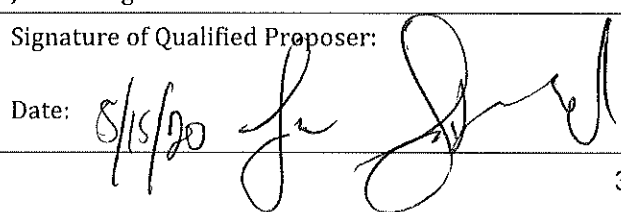
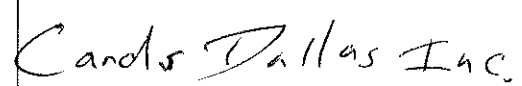
This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation.

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 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:  Date: 5/15/20	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 *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.

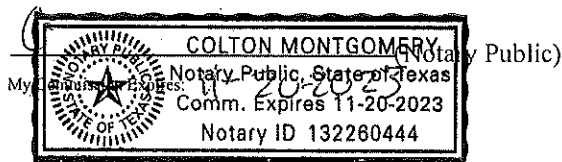
4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

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
Colton Montgomery
Name
Associate
Company Position

Sworn to and Subscribed before me

This 15th day of May, 2020



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

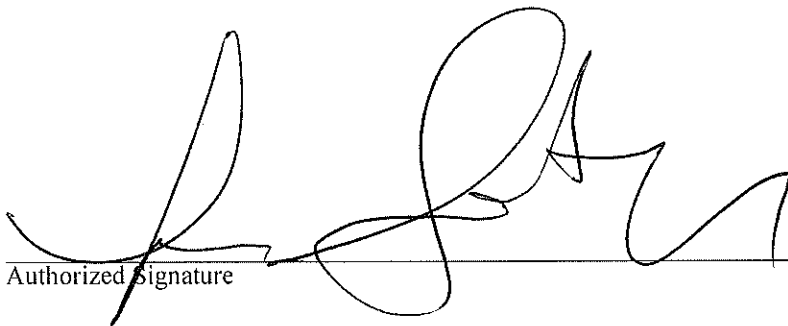
By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

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 so 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, within 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: CAEDS 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 printed 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 E-MAIL ADDRESS: CSUConstruction@hubinternational.com FAX (A/C, No):		
INSURED CENTARK-01 CARDS Holdings, Inc. 9611 Ironton Road Little Rock AR 72206		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

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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

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 dark 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	\$0.98 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)	\$ 1.47 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	\$ 1,480	\$ 1,850	\$ 2,220	
8 CY Vertical Compactor	\$ 507.00	\$ 1,014	\$ 1,521	\$ 1,998	\$ 2,516	\$ 3,020	

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 Size¹	Container Rental Fee¹ (Per Month)	Initial Delivery Fee¹ (One-time)	Collection Fee² (Per Pull)	Disposal Fee² (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	Fee¹
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







Item No. 9.c.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving an Impact Fee Reimbursement Agreement by and between the City of Anna, Texas and Anna Town Center Mixed Use, LLC for public water main construction in the Anna Crossing Villas Subdivision.
(Director of Public Works Greg Peters)

SUMMARY:

The developer is required to construct a water main along Finley Boulevard as a part of the Anna Crossing Villas Development. The development requires an 8-inch water main, and the City of Anna Water Master Plan shows the main to be a 12-inch water main.

In accordance with State Law and City ordinances, this agreement will provide for the reimbursement of water impact fees for the upside cost of constructing a 12-inch water main instead of an 8-inch water main.

Per the agreement the Developer is required to commence construction no later than March 31, 2021

FINANCIAL IMPACT:

The estimated cost of \$58,215.00 will be reimbursed to the Developer through water impact fees collected from the development.

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned, Managed Growth.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution authorizing the City Manager to execute the agreement.

ATTACHMENTS:

1. Resolution and Agreement - Water Impact Fee Reimbursement - Anna Crossing

Villas Final

APPROVALS:

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

Created/Initiated - 7/7/2020
Final Approval - 7/10/2020

**CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-__-__**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND ANNA TOWN CENTER MIXED USE, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Anna Town Center Mixed Use LLC is seeking to construct public infrastructure related to Anna Crossing Villas, and;

WHEREAS, as a key component of the development of Anna Crossing Villas it is necessary to construct a twelve-inch (12”) water main along Finley Boulevard, and;

WHEREAS, the twelve-inch (12”) water main is shown in the City of Anna Water Master Plan and the City of Anna Impact Fee Study as a future Public Water Main, and;

WHEREAS, public water mains identified in the City of Anna Water Master Plan are eligible for impact fee reimbursement for the upsize cost from the City minimum water main size of eight inches (8”) to the water main size shown in the Water Master Plan, and;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the water line impact fee agreement as shown in Exhibit “A” attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary, Carrie L. Smith

Mayor, Nate Pike

EXHIBIT “A”

**WATER LINE IMPACT FEE REIMBURSEMENT AGREEMENT
FOR ANNA CROSSING VILLAS
FINLEY BOULEVARD 12" WATER MAIN**

This Water Line Impact Fee Reimbursement Agreement for Anna Crossing Villas Finley Boulevard 12" Water Main (this "Agreement") is entered into by and between the City of Anna, Texas (the "City") and Anna Town Center Mixed Use, LLC, a Texas limited liability company (the "Developer").

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as "Party"; and

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the subject matter specifically set forth herein and that this Agreement shall supersede any previous agreement between the Parties regarding the subject matter hereof to the extent that this Agreement and any such previous agreement are in direct conflict; and

WHEREAS, Developer represents and warrants that it owns and desires to develop certain real property in Collin County, Texas, composed of approximately 22.641 acres of land located entirely within the corporate limits of the City of Anna, more particularly described in the attached Exhibit A (the "Property"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1 RECITALS INCORPORATED

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this Agreement and said recitals constitute representations by the Parties.

SECTION 2 DEFINITIONS

City Acceptance Date has the meaning ascribed to that term in Section 3(a).

City Code means the Anna City Code of Ordinances.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, and uniform codes, duly adopted by the City.

Collected Water Impact Fees shall have the meaning ascribed to that term in Section 4(b)(1).

Commence Construction shall have the meaning that the City has approved the engineering plans, held a pre-construction meeting with the Developer and its contractor, and its contractor has mobilized equipment to construct the Water Line Project.

Developer's Construction Cost, with respect to the Water Line Project, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, and construction of the Water Line Project at the time of full and final completion, dedication and acceptance of the Water Line Project, which shall generally include but not be limited to the items listed in the cost breakdown attached hereto as Exhibit C. City inspection fees shall not be included in Developer's Construction Cost.

Final Reimbursement Amount, with respect to the Water Line Project, means: (1) a dollar amount equal to the lesser of \$58,215.00 or the Water Line Upsize Cost; and (2) additional costs eligible for reimbursement, which shall be limited to documented City-approved change orders provided in writing by the Developer and approved by signature of the City Manager or his/her designee.

Impact Fee Reimbursement Property means real property as defined in Exhibit B, from which Collected Water Impact Fees shall be eligible to be reimbursed upon development.

Maintenance Bond has the meaning ascribed to that term in Section 3(b).

Property means the real property known as Anna Crossing Villas as defined in Exhibit A.

Reimbursement has the meaning ascribed to that term in Section 4(b)(1).

Water Improvements means a twelve (12) inch C900 PVC water main and associated gate valves, fittings, fire hydrants, encasement pipe, trenchless construction, and any other improvements necessary for a complete water line system for the Water Line Project.

Water Line Project means the construction of Finley Boulevard Water Line Improvements generally described, without limitation, as the installation of sixteen hundred (1600) linear feet of twelve inch (12") C900 PVC water main including six (6) gate valves, three (3) fire hydrants, an air release valve, and 97 linear feet of encased twelve inch (12") water main by bore, generally depicted in Exhibit B, attached hereto, and in accordance with construction plan(s) approved by the City.

Water Line Upsize Cost shall mean the cost difference between the construction of an eight (8) inch water main and the construction of a twelve (12) inch water main as shown in the cost breakdown attached hereto as Exhibit C.

SECTION 3 GENERAL PROVISIONS

- (a) Documentation of Actual Amount Paid. Once Developer fully completes the Water Line Project, and before the City has accepted the Water Line Project after inspection, Developer shall provide the City Manager with documentation reasonably acceptable to the City Manager evidencing Developer's Construction Cost. The City Manager shall review the documentation provided and shall approve or deny Developer's Construction Cost within fifteen (15) business days of receipt thereof (which approvals shall not be unreasonably

withheld) or a longer period of time if the City Manager reasonably requests additional evidence of the Developer's Construction Cost. Upon approval of Developer's Construction Cost, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Water Line Project (the date of such acceptance shall be referred to as the "City Acceptance Date").

- (b) Maintenance Bond. For each construction contract for any part of the Water Line Project entered into by or on behalf of Developer, Developer or Developer's contractor(s), as applicable, further must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Water Line Project, arising from defective workmanship or materials used therein, for a full period of two (2) years from the City Acceptance Date ("Maintenance Bond").
- (c) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer, its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer or other representative signifies the City's approval on only the general design concept of the improvements to be constructed and that the design plans and specifications meet the requirements of the City Regulations.
- (d) Insurance. Developer and/or its contractor(s) shall acquire and maintain, during the period of time when the Water Line Project is under construction: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims of any nature whatsoever which might arise or grow out of or otherwise relate to the Water Line Project and any related construction contracts, whether caused by Developer, a contractor, subcontractor, materialman, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of public improvement construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

- (e) Indemnification and Hold Harmless. DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES IN CONNECTION WITH THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE WATER LINE PROJECT, INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. SUCH INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT. AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF ANY OF THE WATER LINE PROJECT NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER. DEVELOPER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON CLAIMING AN INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT. NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 4 WATER LINE PROJECT

- (a) Developer Obligations.

As a condition to receipt of the impact fee reimbursement set forth herein, Developer agrees to construct the Water Line Improvements and complete the Water Line Project in a good and workmanlike manner and in accordance with all related construction plans and permits approved by the City and any other authorities having any jurisdiction over the Water Line Project. Developer shall commence construction in accordance with the definition in Section 2 "Commence Construction" on or before March 31, 2021.

- (b) City Obligations

- (1) In accordance with City Regulations and state law, the City shall collect water facility impact fees from the Impact Fee Reimbursement Property as described in Exhibit B at the time of issuance of building permits (the "Collected Water Impact Fees") and place such Collected Water Impact Fees in a separate and clearly identifiable interest-bearing account. The City shall reimburse Developer up to the Water Line Upsize Cost in the aggregate on a quarterly basis (the "Reimbursement"). The City shall provide the Reimbursement to Developer until the Final Reimbursement Amount has been paid in full. The Collected Water Impact Fees shall be the sole source of reimbursement or funding that the City is obligated to provide to Developer in connection with the Water Line Project even if the total amount of the Collected Water Impact Fees is less than the Final Reimbursement Amount.
- (2) Notwithstanding Section 4(b)(1) above, the Reimbursement authorized by this Agreement and any and all of the City's other obligations under this Agreement shall expire on September 30 in the tenth year after the City Acceptance Date.

SECTION 5 EFFECTIVE DATE

The "Effective Date" of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a public notary. The City's duties and obligations hereunder shall not arise unless and until all Parties have duly executed this Agreement.

SECTION 6 TERMINATION

This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 7 SUCCESSORS AND ASSIGNS

- (a) All obligations and covenants under this Agreement shall bind Developer and its successors and assigns.
- (b) Except for future owners of all or a portion of the Property, this Agreement shall not be assignable by Developer without the prior written consent of the City.

SECTION 8 MISCELLANEOUS PROVISIONS

- (a) Authority to execute contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- (b) Default and opportunity to cure. A Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the other Party referencing this Agreement (or, if the Party in breach has diligently and continuously

attempted to cure following receipt of such written notice but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith). Upon a default, subject to the cure period described herein, the non-breaching Party will have all available rights and remedies under the law and equity. Notwithstanding the foregoing, the City shall be considered in default for failure to provide the Reimbursement immediately upon such failure without a notice and cure period and Developer's sole remedy in such event shall be to seek specific performance of this Agreement.

- (c) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the City:

City of Anna
Attn: City Manager
P.O. Box 776
111 N. Powell Parkway
Anna, TX 75409

If to Developer:

Anna Town Center Mixed Use LLC
Attn: Adam J. Buczek
Authorized Signer
8214 Westchester Drive, Suite 710
Dallas, TX 75225

- (d) Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.
- (e) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.
- (f) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.

- (g) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- (h) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (i) Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.
- (j) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- (k) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.
- (l) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- (m) No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement among the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable City Regulations.

[SIGNATURE PAGES FOLLOW,
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ANNA TOWN CENTER MIXED USE LLC,
a Texas limited liability company

By: Skorburg Anna Town Center Mixed Use, Ltd., Member

By: Skorburg Anna Town Center Mixed Use GP Corporation,
a Texas corporation,
its General Partner

By: _____
Name: Adam J. Buczek
Title: Authorized Signer

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF _____ §

Before me, the undersigned notary public, on the _____ day of _____, 2020, personally appeared Adam J. Buczek, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Authorized Signer of Skorburg Anna Town Center Mixed Use GP Corporation, a Texas corporation, in its capacity as general partner of Skorburg Anna Town Center Mixed Use, Ltd., a Texas limited partnership, in its capacity as member of Anna Town Center Mixed Use, LLC, a Texas limited liability company and on behalf of said company.

Notary Public, State of Texas

(SEAL)

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2020, personally appeared Jim Proce, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Notary Public, State of Texas

(SEAL)

ATTACHMENTS

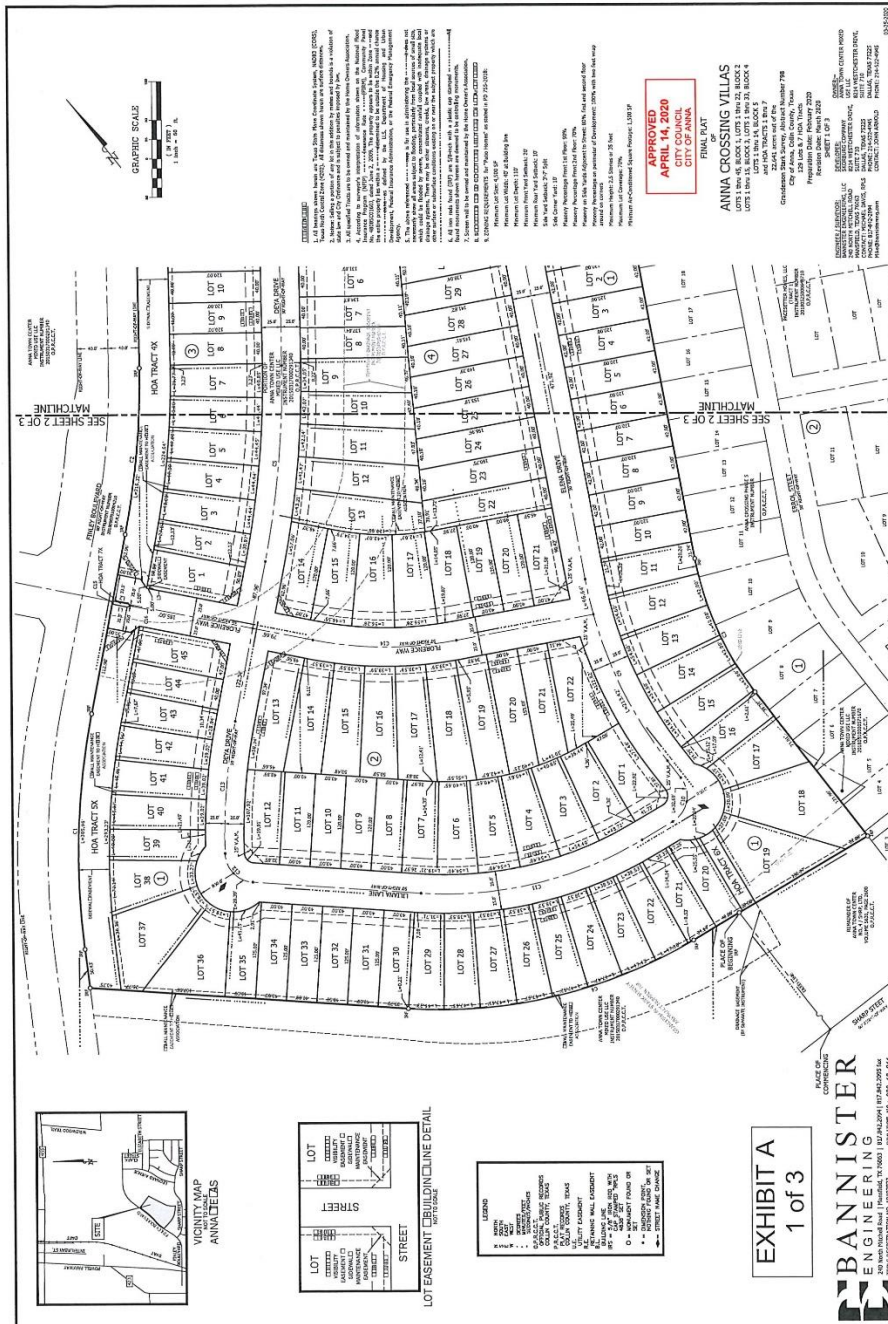
Exhibit A - The Property (legal description and drawing)

Exhibit B – Impact Fee Reimbursement Property

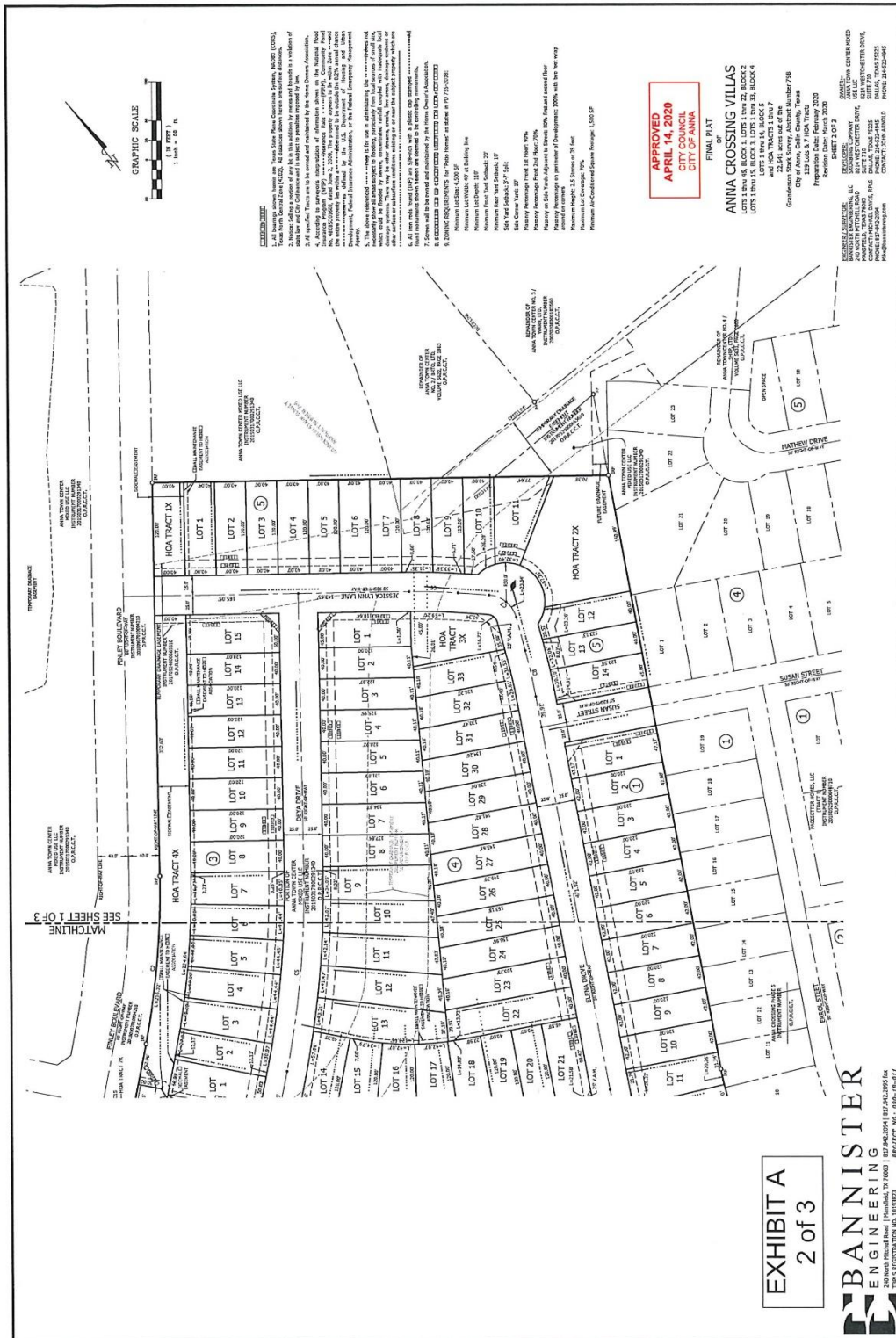
Exhibit C – Water Line Project

Exhibit D – Breakdown of Costs

The Property



Res 2090-04-709



Res 2020-04-709

Res. 2020-04-709

[illegible]

Legal Description

BEING 22.641 acres (986,229 square feet) of land situated in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; said 22.641 acres (986,229 square feet) of land being a portion of that certain tract of land described in a Special Warranty Deed with Vendor's Lien to Anna Town Center Mixed Use LLC (hereinafter referred to as Anna Town Center Mixed Use Tract A), as recorded in Instrument Number 20150317000291340, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being all of that certain tract of land described in a Special Warranty Deed to Anna Town Center Mixed Use LLC (hereinafter referred to as Anna Town Center Mixed Use Tract B), as recorded in Instrument Number 20190204000117200, O.P.R.C.C.T., and being all of that certain tract of land described as Tract 1, Tract 2 and Tract 3 in a Special Warranty Deed to Anna Town Center Mixed Use LLC (hereinafter referred to as Tract 1, Tract 2 and/or Tract 3), as recorded in in Instrument Number 20190204000117220, O.P.R.C.C.T., said 22.641 acres (986,229 square feet) of land being more particularly described, by metes and bounds, as follows:

COMMENCING at the Southerly Southeast corner of said Anna Town Center Mixed Use tract, same being in the existing North Right-of-way line (60' Right-Of-Way) of Sharp Street, according to the plat thereof recorded in Instrument Number 20161110010004610, O.P.R.C.C.T.;

THENCE North 00 degrees 34 minutes 03 seconds East, with the East line of said Anna Town Center Mixed Use tract, a distance of 260.19 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the PLACE OF BEGINNING, same being the Southwest corner of said Tract 3;

THENCE North 82 degrees 08 minutes 18 seconds West, departing the East line of said Anna Town Center Mixed Use tract and crossing said Anna Town Center Mixed Use tract, a distance of 69.20 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the beginning of a curve to the right whose long chord bears North 64 degrees 55 minutes 07 seconds West, a distance of 381.89 feet;

THENCE Northwesterly, continue crossing said Anna Town Center Mixed Use tract with said curve to the right, having a radius of 645.00 feet, through a central angle of 34 degrees 26 minutes 22 seconds for an arc distance of 387.70 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;

THENCE North 47 degrees 41 minutes 56 seconds West, continue crossing said Anna Town Center Mixed Use tract, a distance of 415.17 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the existing East right-of-way line of Finley Road, as recorded in Instrument Number 2018-693, O.P.R.C.C.T.;

THENCE North 31 degrees 18 minutes 05 seconds East, continue crossing said Anna Town Center Mixed Use tract with said existing East right-of-way line of said Finley Road, a distance of 50.43 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the beginning of a curve to the right, whose long chord bears North 40 degrees 22 minutes 02 seconds East, a distance of 304.67 feet;

THENCE Northeasterly, continue crossing said Anna Town Center Mixed Use tract with the existing East right-of-way line of said Finley Road with said curve to the right, having a radius of 960.00 feet, through a central angle of 18 degrees 15 minutes 38 seconds for an arc distance of 305.96 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;

THENCE North 49 degrees 29 minutes 51 seconds East, continue crossing said Anna Town Center Mixed Use tract with the existing East right-of-way line of said Finley Road, a distance of 235.92 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the beginning of a curve to the left, whose long chord bears North 43 degrees 32 minutes 19 seconds East, a distance of 215.93 feet;

THENCE Northeasterly, continue crossing said Anna Town Center Mixed Use tract with the existing East right-of-way line of said Finley Road with said curve to the left, having a radius of 1040.00 feet through a central angle of 11 degrees 55 minutes 04 seconds for an arc distance of 216.32 feet, to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;

THENCE North 37 degrees 33 minutes 48 seconds East, continue crossing said Anna Town Center Mixed Use tract with the existing East right-of-way line of said Finley Road and leaving said curve non-tangent, a distance of 503.23 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE South 52 degrees 25 minutes 04 seconds East, departing the existing East right-of-way line of said Finley Road and crossing said Anna Town Center Mixed Use tract, pass at a distance of 307.48 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the North corner of said Anna Town Center Mixed Use Tract B and with said course and the common line between said Anna Town Center Mixed Use Tract B and the remainder of that certain tract of land described in a deed to Anna Town Center No. 2 / BRTO, Ltd., as recorded Volume 5622, Page 1863, O.P.R.C.C.T., pass at a distance of 372.24 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the East corner of said Anna Town Center Mixed Use Tract B, same being the Northeast corner of said Tract 2, same also being the North line of that certain tract of land described in a deed to Anna Town Center No. 4 / SHRP, Ltd. (hereinafter referred to as Anna Town Center No. 4 / SHRP tract), as recorded in Volume 5631, Page 2600, O.P.R.C.C.T. and continue with said course and the common line between said Tract 2 and the remainder of said Anna Town Center No. 4 / SHRP tract, pass at a distance of 440.93 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Tract 2, same being a North line of said Anna Town Center Mixed Use Tract A and continue with said course and crossing said Anna Town Center Mixed Use Tract A for a total distance of 588.06 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found in the East line of said Anna Town Center Mixed Use tract, same being the Westerly line of that certain tract of land described as Tract 1 in a deed to Pacesetter Homes, Inc. (hereinafter referred to as Pacesetter Homes tract), as recorded in Instrument Number 20180525000644710, O.P.R.C.C.T.;

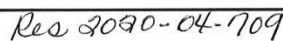
THENCE South 27 degrees 54 minutes 27 seconds West with the common line between said Anna Town Center Mixed Use Tract A and said Pacesetter Homes tract, a distance of 772.90 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the North corner of said Tract 1, same being the beginning of a curve to the left, whose long chord bears South 14 degrees 14 minutes 15 seconds West, a distance of 189.06 feet;

THENCE Southwesterly, departing the East line of said Anna Town Center Mixed Use tract and with the common line between said Tract 1 and said Pacesetter Homes tract and with said curve to the left, having a radius of 400.00 feet, through a central angle of 27 degrees 20 minutes 24 seconds for an arc distance of 190.87 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE South 00 degrees 34 minutes 03 seconds West, continue with the common line between said Tract 1 and said Pacesetter Homes tract, pass at a distance of 83.46 feet, a five-

eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the South corner of said Tract 1, same being the North corner of that certain tract of land described as Tract 2 in a deed to Pacesetter Homes, Inc. (hereinafter referred to as Pacesetter Homes Tract 2), as recorded in Instrument Number 20180525000644710, O.P.R.C.C.T., same being the East line of said Anna Town Center Mixed Use Tract A and continue with said course and the common line between said Anna Town Center Mixed Use Tract A and said Pacesetter Homes Tract 2, pass at a distance of 185.25 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southwest corner of said Pacesetter Homes Tract 2, same being the Northeast corner of said Tract 3 and continue with said course and the common line between said Tract 3 and said Pacesetter Homes tract for a total distance of 236.29 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Tract 3, same being a Northeast corner of the remainder of said Anna Town Center No. 4 / SHRP tract; THENCE North 82 degrees 08 minutes 18 seconds West with the common line between the remainder of said Anna Town Center No. 4 / SHRP tract and said Tract 3, a distance of 194.22 feet to the PLACE OF BEGINNING, and containing a calculated area of 22.641 acres (986,229 square feet) of land.

Impact Fee Reimbursement Property



Res 2020-04-709

[illegible]

Legal Description

BEING 22.641 acres (986,229 square feet) of land situated in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas; said 22.641 acres (986,229 square feet) of land being a portion of that certain tract of land described in a Special Warranty Deed with Vendor's Lien to Anna Town Center Mixed Use LLC (hereinafter referred to as Anna Town Center Mixed Use Tract A), as recorded in Instrument Number 20150317000291340, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being all of that certain tract of land described in a Special Warranty Deed to Anna Town Center Mixed Use LLC (hereinafter referred to as Anna Town Center Mixed Use Tract B), as recorded in Instrument Number 20190204000117200, O.P.R.C.C.T., and being all of that certain tract of land described as Tract 1, Tract 2 and Tract 3 in a Special Warranty Deed to Anna Town Center Mixed Use LLC (hereinafter referred to as Tract 1, Tract 2 and/or Tract 3), as recorded in in Instrument Number 20190204000117220, O.P.R.C.C.T., said 22.641 acres (986,229 square feet) of land being more particularly described, by metes and bounds, as follows:

COMMENCING at the Southerly Southeast corner of said Anna Town Center Mixed Use tract, same being in the existing North Right-of-way line (60' Right-Of-Way) of Sharp Street, according to the plat thereof recorded in Instrument Number 20161110010004610, O.P.R.C.C.T.;

THENCE North 00 degrees 34 minutes 03 seconds East, with the East line of said Anna Town Center Mixed Use tract, a distance of 260.19 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the PLACE OF BEGINNING, same being the Southwest corner of said Tract 3;

THENCE North 82 degrees 08 minutes 18 seconds West, departing the East line of said Anna Town Center Mixed Use tract and crossing said Anna Town Center Mixed Use tract, a distance of 69.20 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the beginning of a curve to the right whose long chord bears North 64 degrees 55 minutes 07 seconds West, a distance of 381.89 feet;

THENCE Northwesterly, continue crossing said Anna Town Center Mixed Use tract with said curve to the right, having a radius of 645.00 feet, through a central angle of 34 degrees 26 minutes 22 seconds for an arc distance of 387.70 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;

THENCE North 47 degrees 41 minutes 56 seconds West, continue crossing said Anna Town Center Mixed Use tract, a distance of 415.17 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the existing East right-of-way line of Finley Road, as recorded in Instrument Number 2018-693, O.P.R.C.C.T.;

THENCE North 31 degrees 18 minutes 05 seconds East, continue crossing said Anna Town Center Mixed Use tract with said existing East right-of-way line of said Finley Road, a distance of 50.43 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the beginning of a curve to the right, whose long chord bears North 40 degrees 22 minutes 02 seconds East, a distance of 304.67 feet;

THENCE Northeasterly, continue crossing said Anna Town Center Mixed Use tract with the existing East right-of-way line of said Finley Road with said curve to the right, having a radius of 960.00 feet, through a central angle of 18 degrees 15 minutes 38 seconds for an arc distance of 305.96 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;

THENCE North 49 degrees 29 minutes 51 seconds East, continue crossing said Anna Town Center Mixed Use tract with the existing East right-of-way line of said Finley Road, a distance of 235.92 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the beginning of a curve to the left, whose long chord bears North 43 degrees 32 minutes 19 seconds East, a distance of 215.93 feet;

Water Line Impact Fee Reimbursement Agreement Anna Crossing Villas Finley Boulevard Water Main

THENCE Northeasterly, continue crossing said Anna Town Center Mixed Use tract with the existing East right-of-way line of said Finley Road with said curve to the left, having a radius of 1040.00 feet through a central angle of 11 degrees 55 minutes 04 seconds for an arc distance of 216.32 feet, to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set;

THENCE North 37 degrees 33 minutes 48 seconds East, continue crossing said Anna Town Center Mixed Use tract with the existing East right-of-way line of said Finley Road and leaving said curve non-tangent, a distance of 503.23 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

THENCE South 52 degrees 25 minutes 04 seconds East, departing the existing East right-of-way line of said Finley Road and crossing said Anna Town Center Mixed Use tract, pass at a distance of 307.48 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the North corner of said Anna Town Center Mixed Use Tract B and with said course and the common line between said Anna Town Center Mixed Use Tract B and the remainder of that certain tract of land described in a deed to Anna Town Center No. 2 / BRTO, Ltd., as recorded Volume 5622, Page 1863, O.P.R.C.C.T., pass at a distance of 372.24 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the East corner of said Anna Town Center Mixed Use Tract B, same being the Northeast corner of said Tract 2, same also being the North line of that certain tract of land described in a deed to Anna Town Center No. 4 / SHRP, Ltd. (hereinafter referred to as Anna Town Center No. 4 / SHRP tract), as recorded in Volume 5631, Page 2600, O.P.R.C.C.T. and continue with said course and the common line between said Tract 2 and the remainder of said Anna Town Center No. 4 / SHRP tract, pass at a distance of 440.93 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southeast corner of said Tract 2, same being a North line of said Anna Town Center Mixed Use Tract A and continue with said course and crossing said Anna Town Center Mixed Use Tract A for a total distance of 588.06 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found in the East line of said Anna Town Center Mixed Use tract, same being the Westerly line of that certain tract of land described as Tract 1 in a deed to Pacesetter Homes, Inc. (hereinafter referred to as Pacesetter Homes tract), as recorded in Instrument Number 20180525000644710, O.P.R.C.C.T.;

THENCE South 27 degrees 54 minutes 27 seconds West with the common line between said Anna Town Center Mixed Use Tract A and said Pacesetter Homes tract, a distance of 772.90 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the North corner of said Tract 1, same being the beginning of a curve to the left, whose long chord bears South 14 degrees 14 minutes 15 seconds West, a distance of 189.06 feet;

THENCE Southwesterly, departing the East line of said Anna Town Center Mixed Use tract and with the common line between said Tract 1 and said Pacesetter Homes tract and with said curve to the left, having a radius of 400.00 feet, through a central angle of 27 degrees 20 minutes 24 seconds for an arc distance of 190.87 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

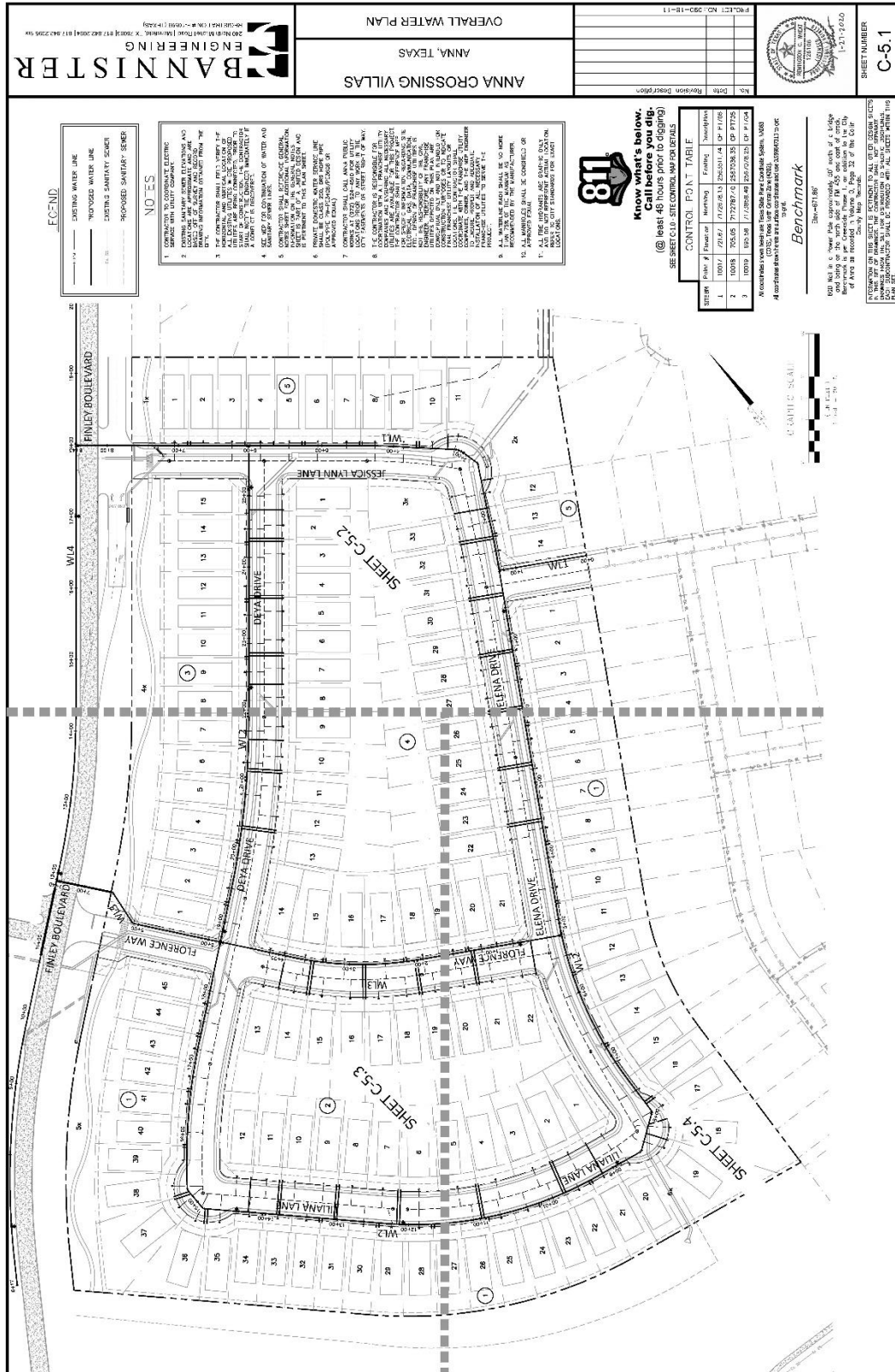
THENCE South 00 degrees 34 minutes 03 seconds West, continue with the common line between said Tract 1 and said Pacesetter Homes tract, pass at a distance of 83.46 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the South corner of said Tract 1, same being the North corner of that certain tract of land described as Tract 2 in a deed to Pacesetter Homes, Inc. (hereinafter referred to as Pacesetter Homes Tract 2), as recorded in Instrument Number 20180525000644710, O.P.R.C.C.T., same being the East line of said Anna Town Center Mixed Use Tract A and continue with said course and the common line between said Anna Town Center Mixed Use Tract A and said Pacesetter Homes Tract 2, pass at a distance of 185.25 feet, a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Southwest corner of said Pacesetter Homes Tract 2, same being the Northeast corner of said Tract 3 and continue with said course and the common line between said Tract 3 and said Pacesetter Homes tract for a total distance of 236.29 feet to a five-eighths inch iron rod with

Water Line Impact Fee Reimbursement Agreement Anna Crossing Villas Finley Boulevard Water Main

plastic cap stamped "RPLS 4838" found for the Southeast corner of said Tract 3, same being a Northeast corner of the remainder of said Anna Town Center No. 4 / SHRP tract;
THENCE North 82 degrees 08 minutes 18 seconds West with the common line between the remainder of said Anna Town Center No. 4 / SHRP tract and said Tract 3, a distance of 194.22 feet to the PLACE OF BEGINNING, and containing a calculated area of 22.641 acres (986,229 square feet) of land.

EXHIBIT C

The Water Line Project



Water Line Impact Fee Reimbursement Agreement Anna Crossing Villas Finley Boulevard Water Main

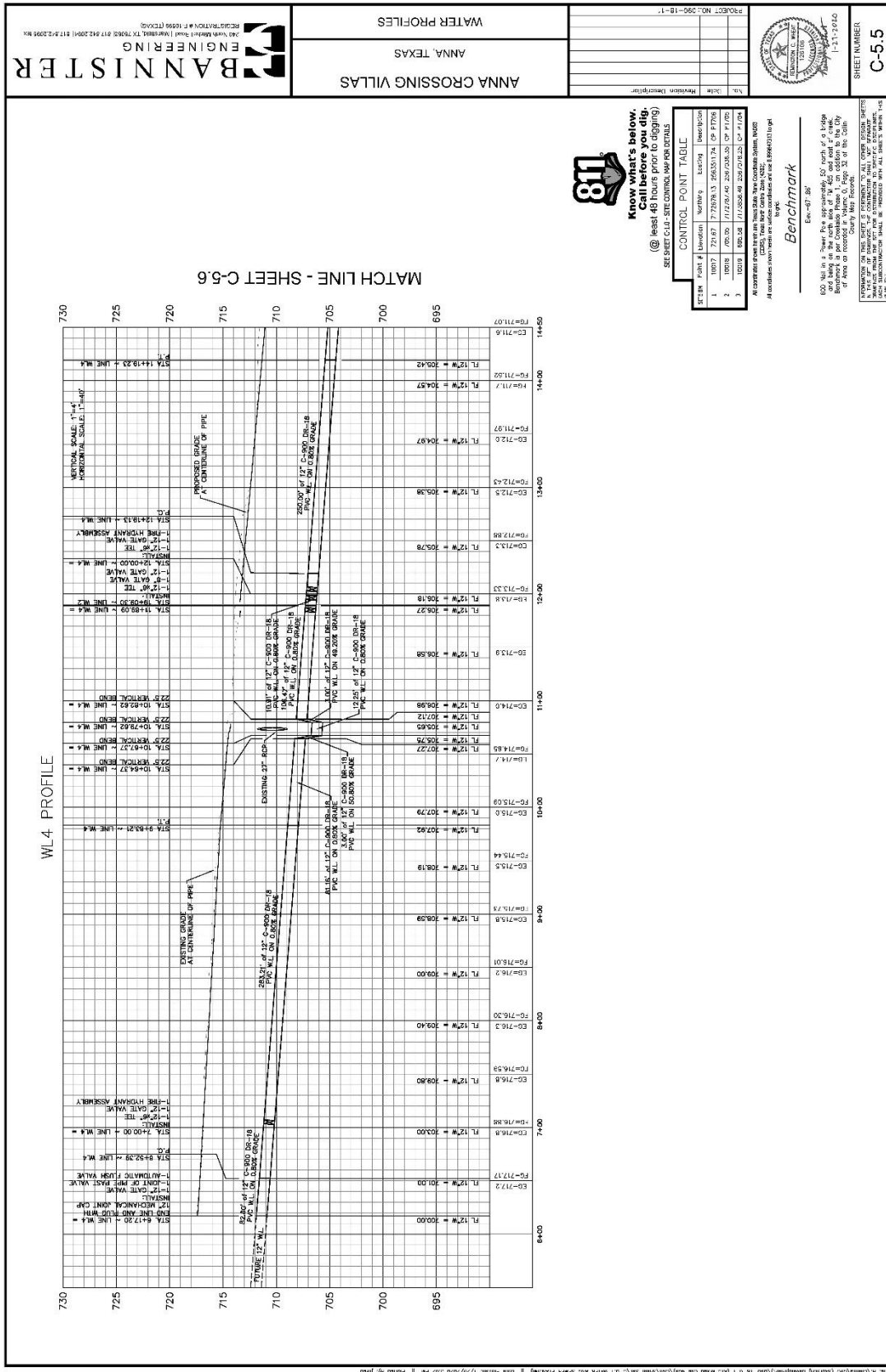


EXHIBIT D

Breakdown of Costs¹

FINLEY BOULEVARD 12" WATER Main

12" Main Construction Cost

DESCRIPTION	QNTY	UNIT	UNIT PRICE	TOTAL
Water - PVC - C 900 - 12"	1600	LF	\$ 48.50	\$ 77,600.00
Water - Valves - Gate - 12"	6	EA	\$ 2,500.00	\$ 15,000.00
Water - Valves - Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Water - Fittings - D.I. Pipe Fittings 12"	1	LS	\$ 15,000.00	\$ 15,000.00
Water - Fittings - Fire Hydrant Assembly	3	EA	\$ 6,500.00	\$ 19,500.00
Water - Fittings - Misc. Valves - 2" Air Release Valve on 12" Line	1	EA	\$ 6,000.00	\$ 6,000.00
Water - Bore - Bore for 12" Line	97	LF	\$ 155.00	\$ 15,035.00
Water - Bore - 18" Encasement	97	LF	\$ 325.00	\$ 31,525.00
TOTAL				\$ 182,660.00

8" Main Construction Cost

DESCRIPTION	QNTY	UNIT	UNIT PRICE	TOTAL
Water - PVC - C 900 - 8"	1600	LF	\$ 27.95	\$ 44,720.00
Water - Valves - Gate - 8"	6	EA	\$ 1,350.00	\$ 8,100.00
Water - Valves - Connect to Existing	1	EA	\$ 2,000.00	\$ 2,000.00
Water - Fittings - D.I. Pipe Fittings 8"	1	LS	\$ 10,000.00	\$ 10,000.00
Water - Fittings - Fire Hydrant Assembly	3	EA	\$ 5,750.00	\$ 17,250.00
Water - Fittings - Misc. Valves - 2" Air Release Valve on 8" Line	1	EA	\$ 6,000.00	\$ 6,000.00
Water - Bore - Bore for 12" Line	97	LF	\$ 125.00	\$ 12,125.00
Water - Bore - 14" Encasement	97	LF	\$ 250.00	\$ 24,250.00
TOTAL				\$ 124,445.00

TOTAL UPSIZE REIMBURSEMENT COST **\$ 58,215.00**

¹ Note, costs are an estimate only and the final construction costs shall be determined by the actual amounts paid for the Water Line Project. The estimated costs herein shall in no manner limit the eligible reimbursement.



Item No. 9.d.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020

Staff Contact: Jim Proce

AGENDA ITEM:

Consider/Discuss/Approve a resolution directing calculation of the voter-approval tax rate in the manner of a special taxing unit under the disaster provisions of TEXAS TAX CODE §26.04. (City Manager Jim Proce)

SUMMARY:

Under the Texas Property Tax Reform and Transparency Act of 2019 (SB2), a city council may direct its designated officer or employee to calculate the voter-approval rate in the manner provided for a special taxing unit (an 8 percent rate, instead of a 3.5 percent rate) if any part of the city is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States (Tex Tax Code 26.04(c-1)). On March 13, 2020, United States President Donald Trump declared a national emergency concerning the COVID-19 outbreak; and also effective March 13, 2020, Governor Greg Abbott declared a state of disaster for Texas.

As always, the City Council retains the ability to adopt a rate different than the voter-approval rate, whether lower or higher.

A city council wishing to direct the designated officer or employee to calculate an 8 percent voter-approval tax rate should take formal action to do so in order to ensure a record of the council's decision on the matter and to limit any confusion on the part of the person making the calculation.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

ATTACHMENTS:

1. RESOLUTION DIRECTING DISASTER TAX CALCULATION
C20004D20200707CR1 redline

APPROVALS:

Terry Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 7/8/2020
Final Approval - 7/10/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION DIRECTING CALCULATION OF THE VOTER-APPROVAL TAX RATE IN THE MANNER OF A SPECIAL TAXING UNIT UNDER THE DISASTER PROVISIONS OF TEXAS TAX CODE §26.04 AND DESIGNATING THE CITY MANAGER TO ACCOMPLISH SAME.

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

WHEREAS, effective March 13, 2020, United States President Donald Trump declared a national emergency concerning the COVID-19 outbreak; and also effective March 13, 2020, Governor Greg Abbott declared a state of disaster for Texas; and

WHEREAS, effective March 16, 2020, Collin County Judge Chris Hill issued a disaster declaration for the entirety of Collin County; followed on March 17, 2020 by Mayor of Anna's Declaration of Disaster and Public Health Emergency; and

WHEREAS, Section 26.04(c-1) of the Texas Tax Code provides that the governing body of a taxing unit located in an area declared to be a disaster area by the Governor or by the president of the United States during the current tax year may direct a designated employee of the City to calculate the voter-approval tax rate applicable to the City as if it were a special taxing unit; and

WHEREAS, with the COVID-19 disaster affecting the entirety of the City of Anna, its City Council has investigated and determined it is in the best interests of the City and its residents to use the powers provided by the Texas Legislature to provide for the option to calculate the applicable tax rates in the manner provided for a special taxing unit as provided by Texas Tax Code § 26.04(c-1);

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

Section 1. That the City Manager of Anna, Texas and/or a representative of the Collin County Tax Assessor-Collector shall serve as ~~the~~ designated employee-officers of the City for purposes of Texas Tax Code § 26.04(c-1).

Section 2. The City Manager is hereby authorized to exercise any and all options available for declared disaster areas in accordance with the Texas Reform and Transparency Act of 2019 (Senate Bill 2) to ensure the continued financial health of the City, and shall calculate or cause the calculation of applicable tax rates to be performed in the manner provided for a special taxing

unit as provided by Texas Tax Code § 26.04(c-1). Without limiting the authority granted above, the City Manager is authorized to direct the City's taxing unit representative or other designee or representative of the Collin County Tax Assessor-Collector to calculate the applicable tax rates in the manner provided for a special taxing unit as provided by Texas Tax Code § 26.04(c-1).

Section 3. This resolution shall take effect immediately from and after its passage and execution by the Mayor, and is accordingly so resolved, and the budget officer of the City is authorized to take other necessary actions to accomplish the objectives set forth in this resolution.

PASSED AND APPROVED by a majority of the full membership of the City Council of the City of Anna, Texas this the ____ day of _____, 2020.

ATTEST:

ATTEST:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 9.e.

City Council Agenda
Staff Report

Meeting Date: 7/14/2020
Staff Contact: Greg Peters
Dana Thornhill

AGENDA ITEM:

Conduct a public hearing and consider/discuss/act on an Ordinance adopting water and sanitary sewer rates for the City of Anna, Texas, including establishment of new water and sanitary sewer rates to be implemented on October 1, 2020. (Director of Public Works Greg Peters)

SUMMARY:

This item requires a public hearing to be held.

It has been over five years since the water and sanitary sewer rates in the City of Anna have been updated. During this time, the water purchase and sewer treatment costs imposed on the City by outside entities have increased by more than 40%. These increased costs have not been passed on to rate payers. Rate payers include neighbors who reside inside the City of Anna, and also those who reside in many portions of Anna's Extraterritorial Jurisdiction (ETJ). During the rate freeze the City Utility Fund has been seeing decreased revenues and is now in danger of becoming insolvent.

Due to the complex relationships Anna must utilize to purchase drinking water and pay for sewer treatment, the City of Anna pays significantly higher costs for both water and wastewater when compared to most other Cities in North Texas. When comparing the City of Anna to other communities, the cities in the most similar situation are Melissa, Van Alstyne, and Howe. Cities like McKinney, Allen, Plano, and Richardson have significantly less cost as they are located very close to NTMWD facilities, or have NTMWD facilities located within their city limits.

It is not the goal of the City of Anna Utility Fund to turn a profit. The goal is to balance costs with revenues, in order to provide rate payers with a high level of service at the lowest cost.

The City of Anna has completed a utility rate study with the assistance of NewGen Strategies. This process included the review of all utility costs incurred by the City, all personnel, maintenance, and operations costs, along with the anticipated rising costs of

purchasing wholesale water from the Greater Texoma Utility Authority (GTUA) and the North Texas Municipal Water District (NTMWD). In addition, the sewer treatment costs the City pays to NTMWD and the sewer transportation costs the City pays to the City of Melissa were also evaluated.

NTMWD plans to continue to increase water supply and wastewater treatment costs on an annual basis over the next 5 years and beyond. The specific increases will likely range from 3% to 10% over the coming years depending upon their annual rate reviews.

In order to lessen the rate increase seen by ratepayers, the City of Anna has frozen two positions in the Public Works Department and has delayed the design and construction of multiple sanitary sewer and water system capital projects. While these projects are critical to the long-term utility needs of the community, the City is focused on doing everything possible to keep rates as low as we can.

The attached Ordinance includes the final recommendation of City staff for rate implementation. Staff is recommending approval of the ordinance tonight, with formal implementation of the new rates on October 1, 2020. This will allow rate payers to make it through the high water use period of July through September with the existing rates in place.

The rate plan should be re-evaluated on an annual basis, as the needs of the community and outside cost factors are subject to change on an annual basis.

Staff is recommending approval of the ordinance as presented.

FINANCIAL IMPACT:

The new water and sewer rates will be an increase over the existing rates, and do have a financial impact on both the rate payers and the City.

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the Ordinance as presented.

ATTACHMENTS:

1. Utility Rate Ordinance with Exhibits

APPROVALS:

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

Created/Initiated - 7/9/2020
Final Approval - 7/10/2020

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, ADOPTING A 5-YEAR RATE PLAN FOR WATER AND SANITARY SEWER SERVICE RATES AS SHOWN IN EXHIBIT A ATTACHED HERETO AND AMENDING THE ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A6.000 UTILITY FEES, SECTION A6.009 WATER AND SANITARY SEWER SERVICE RATES; PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

WHEREAS, it is the responsibility of the City of Anna, Texas (the "City") to provide safe drinking water supply and distribution, and safe sanitary sewer collection and treatment for the public; and,

WHEREAS, the City continues to face increasing costs from North Texas Municipal Water District, the Greater Texoma Utility Authority, and the City of Melissa for the production and transmission of treated surface water and the transmission and treatment of wastewater; and,

WHEREAS, the City Council has found and determined that it is in the best interests of the public to increase water and sanitary sewer rates in order to ensure the financial stability of the City of Anna Utility Fund; and

WHEREAS, the City of Anna hereby establishes new water and sanitary sewer service rates; and

WHEREAS, the new water and sanitary sewer service rates shall go into effect on October 1, 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 Water and Sanitary Sewer Service Rates.**

As relates to all connections to the City's potable water system, the City Council hereby revises the current rates shown in Exhibit A and adopts the water and sanitary sewer service rates as set forth in Section 3 and detailed in Exhibit B of this ordinance.

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

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

- (a) Effective Date. Bills calculated after October 1, 2020 shall use the newly adopted rates presented fully in Exhibit B referenced herein.
- (b) North Texas Groundwater Conservation District water production fee. In addition to the minimum charges and rates for water usage that are set forth in this section, each customer shall pay a water production fee equal to the then current rate (currently \$0.15 per 1,000 gallons of water usage) charged to the City by the North Texas Groundwater Conservation District. The production fee is a pass-through cost and may vary from time to time.
- (c) Total monthly charges. The total monthly charges stated on customer bills shall be paid by the customer in accordance with the terms stated in such bill.

Section 4. **Penalty.**

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

Section 5. **Severability.**

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

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

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

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of July 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

Exhibit A
Current Rates
(following page)

Exhibit "A" - Current Rates
City of Anna Water and Wastewater Rates

Water Service Rates										
	Residential		Commercial		Multi-Family	Duplex	SGWS	South Grayson		Industrial
	Inside City	Outside City	Inside City	Outside City	Inside City	Inside City	Inside City	Inside City	Outside City	Inside City
Meter Size	Minimum Service Charge									
3/4" or less	\$ 24.94	\$ 31.18	\$ 24.94	\$ 31.18	\$ 24.94	\$ 24.94	\$ -	\$ 24.94	\$ 31.18	\$ 24.94
1"	55.55	69.44	55.55	69.44	24.94	24.94	-	24.94	31.18	55.55
1 1/2"	106.56	133.20	106.56	133.20	24.94	24.94	-	24.94	31.18	106.56
2"	167.77	209.71	167.77	209.71	24.94	24.94	-	24.94	31.18	167.77
3"	310.61	388.26	310.61	388.26	24.94	24.94	-	24.94	31.18	310.61
4"	514.65	643.31	514.65	643.31	24.94	24.94	-	24.94	31.18	514.65
6"	1,024.77	1,280.96	1,024.77	1,280.96	24.94	24.94	-	24.94	31.18	1,024.77
8"	2,045.01	2,556.26	2,045.01	2,556.26	24.94	24.94	-	24.94	31.18	2,045.01
10"	5,105.73	6,382.16	5,105.73	6,382.16	24.94	24.94	-	24.94	31.18	5,105.73
Volumetric Charges	Rate per 1,000 Gallons									
0-2,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.90	\$ -	\$ -	\$ -
2,001-10,000 gallons	5.96	7.45	5.96	7.45	5.96	5.96	1.90	5.96	7.45	5.96
10,001-15,000 gallons	7.46	9.33	7.46	9.33	7.46	7.46	1.90	7.46	9.33	7.46
15,001-20,000 gallons	8.95	11.19	8.95	11.19	8.95	8.95	1.90	8.95	11.19	8.95
20,001+ gallons	11.92	14.90	11.92	14.90	11.92	11.92	1.90	11.92	14.90	11.92

Wastewater Service Rates						
	Residential ¹		Commercial	Multi-Family	Duplex ²	Industrial
	Inside City	Outside City	Inside City	Inside City	Inside City	Inside City
Meter Size	Minimum Service Charge					
3/4" or less	\$ 24.94	\$ 37.41	\$ 24.94	\$ 24.94	\$ 49.88	\$ 24.94
1"	55.55	83.33	55.55	24.94	49.88	55.55
1 1/2"	106.56	159.84	106.56	24.94	49.88	106.56
2"	167.77	251.66	167.77	24.94	49.88	167.77
3"	310.61	465.92	310.61	24.94	49.88	310.61
4"	514.65	771.98	514.65	24.94	49.88	514.65
6"	1,024.77	1,537.16	1,024.77	24.94	49.88	1,024.77
8"	2,045.01	3,067.52	2,045.01	24.94	49.88	2,045.01
10"	5,105.73	7,658.60	5,105.73	24.94	49.88	5,105.73
Volumetric Charges	Rate per 1,000 Gallons					
0-2,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+ gallons	4.93	7.40	4.93	4.93	-	4.93
0-4,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,001+ gallons	-	-	-	-	4.93	-

Notes

1. For residential customers with a meter size of 3/4" or less, the maximum monthly bill for wastewater charges is \$84.24 for inside city and \$135.05 for outside city.
2. The maximum monthly wastewater charge for Duplex customers is \$183.75

Exhibit B
Proposed Rates for Adoption
(following page)

**Exhibit "B" - Proposed Rates
City of Anna Water and Wastewater Rates**

Water Service Rates										
	Residential		Commercial		Multi-Family	Duplex	SGWS	South Grayson		Industrial
	Inside City	Outside City	Inside City	Outside City	Inside City	Inside City	Inside City	Inside City	Outside City	Inside City
Meter Size	Minimum Service Charge									
3/4" or less	\$ 27.43	\$ 34.29	\$ 27.43	\$ 34.29	\$ 27.43	\$ 27.43	\$ -	\$ 27.43	\$ 34.29	\$ 27.43
1"	61.11	76.38	61.11	76.38	27.43	27.43	-	27.43	34.29	61.11
1 1/2"	117.22	146.52	117.22	146.52	27.43	27.43	-	27.43	34.29	117.22
2"	184.55	230.68	184.55	230.68	27.43	27.43	-	27.43	34.29	184.55
3"	341.67	427.09	341.67	427.09	27.43	27.43	-	27.43	34.29	341.67
4"	566.12	707.64	566.12	707.64	27.43	27.43	-	27.43	34.29	566.12
6"	1,127.25	1,409.06	1,127.25	1,409.06	27.43	27.43	-	27.43	34.29	1,127.25
8"	2,249.51	2,811.89	2,249.51	2,811.89	27.43	27.43	-	27.43	34.29	2,249.51
10"	5,616.30	7,020.38	5,616.30	7,020.38	27.43	27.43	-	27.43	34.29	5,616.30
Volumetric Charges	Rate per 1,000 Gallons									
0-2,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.09	\$ -	\$ -	\$ -
2,001-10,000 gallons	6.56	8.20	6.56	8.20	6.56	6.56	2.09	6.56	8.20	6.56
10,001-15,000 gallons	8.21	10.26	8.21	10.26	8.21	8.21	2.09	8.21	10.26	8.21
15,001-20,000 gallons	9.85	12.31	9.85	12.31	9.85	9.85	2.09	9.85	12.31	9.85
20,001+ gallons	13.11	16.39	13.11	16.39	13.11	13.11	2.09	13.11	16.39	13.11

Wastewater Service Rates						
	Residential ¹		Commercial	Multi-Family	Duplex ²	Industrial
	Inside City	Outside City	Inside City	Inside City	Inside City	Inside City
Meter Size	Minimum Service Charge					
3/4" or less	\$ 27.43	\$ 41.15	\$ 27.43	\$ 27.43	\$ 49.88	\$ 27.43
1"	27.43	41.15	61.11	27.43	49.88	61.11
1 1/2"	27.43	41.15	117.22	27.43	49.88	117.22
2"	27.43	41.15	184.55	27.43	49.88	184.55
3"	27.43	41.15	341.67	27.43	49.88	341.67
4"	27.43	41.15	566.12	27.43	49.88	566.12
6"	27.43	41.15	1,127.25	27.43	49.88	1,127.25
8"	27.43	41.15	2,249.51	27.43	49.88	2,249.51
10"	27.43	41.15	5,616.30	27.43	49.88	5,616.30
Volumetric Charges	Rate per 1,000 Gallons					
0-2,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,001+ gallons	5.42	8.13	5.42	5.42	-	5.42
0-4,000 gallons	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,001+ gallons	-	-	-	-	5.42	-

Notes

1. For residential customers, the maximum monthly billed flow will be 14,000 gallons. Since 2,000 gallons are included in the minimum charge, 12,000 would be billed at the unit rate.
2. For duplex customers, the maximum monthly billed flow will be 28,000 gallons. Since 4,000 gallons are included in the minimum charge, 24,000 would be billed at the unit rate.